

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 12, 2015
9:00 a.m.

Meeting location: Board Room
4974 ORL Tower Road, Orlando, FL 32807

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Rule 1-1.011, the governing Board for CFX has set aside at least 15 minutes at the beginning of each regular meeting for citizens to speak to the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the public interest is on the Board's agenda, but excluding pending procurement issues. Each speaker shall be limited to 3 minutes.

C. RECOGNITION OF COMMITTEE MEMBERS' SERVICE – *Welton Cadwell, Chairman*

D. APPROVAL OF MINUTES – October 8, 2015 Board Meeting (Action Item)

E. APPROVAL OF CONSENT AGENDA (Action Item)

F. REPORTS

1. Chairman's Report
2. Treasurer's Report
3. Executive Director's Report

G. REGULAR AGENDA ITEMS

1. **APPROVAL FOR AWARD OF CONTRACT AND LEASE AGREEMENT WITH URS ENERGY & CONSTRUCTION, INC. FOR TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES – *Claude Miller, Director of Procurement* (Action Item)**
2. **APPROVAL FOR AWARD OF CONTRACT TO SOUTHLAND CONSTRUCTION, INC. FOR WEKIVA PARKWAY PROJECT NO. 429-204 – *Don Budnovich, Resident Engineer/Sr. Project Manager* (Action item)**
3. **FURTHER ANALYSIS OF PROPOSAL TO ADD IN-HOUSE LEGAL SERVICES – *Joseph Passiatore, General Counsel* (Action Item)**
4. **APPROVAL OF RESOLUTION DECLARING EXISTING CFX PROPERTY SURPLUS FOR CONVEYANCE OF EASEMENT TO ALL ABOARD FLORIDA – *Joseph Passiatore, General Counsel* (Action Item)**

**5. UPDATE ON WRONG-WAY DRIVING DETECTION SYSTEM – Corey Quinn, Chief of
Technology/Operations (Info. Item)**

H. BOARD MEMBER COMMENT

I. ADJOURNMENT

This meeting is open to the public.

Section 286.0105, Florida Statutes states that if a person decides to appeal any decision made by a board, agency, or commission with respect to any matter considered at a meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two (2) business days prior to the proceeding, he or she should contact the Central Florida Expressway Authority at 407-690-5000.

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5317 or by email at Iranetta.dennis@CFXway.com at least three business days prior to the event.

D.

**10/8/15 Board Meeting
Minutes**

**MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
October 8, 2015
Location: CFX Boardroom**

Board Members Present:

Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:

Mayor Buddy Dyer, City of Orlando
Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:

Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:

Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

CALL TO ORDER

The meeting was called to order at 9:00 a.m. by Chairman Welton Cadwell.

PUBLIC COMMENT

- 1) Chuck Graham requested funding for public transportation.
- 2) Sally Baptiste provided a handout regarding a proposed constitutional amendment for voters to approve future toll increases. She also congratulated FDOT for their 100th anniversary.
- 3) President of TEAMFL, Bob Hartnett invited CFX Board, staff and consultants to the TEAMFL Quarterly Meeting on October 29 & 30 in Coral Gables, FL.

APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Mr. Madara to approve the September 10, 2015 Board Meeting, September 10, 2015 Board Workshop and September 10, 2015 Wellness Way Transportation Corridor Meeting Minutes as presented. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.

APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval (Exhibit A).

CONSTRUCTION & MAINTENANCE

1. Approval to advertise for Request for Proposals for Facilities Maintenance Services – Contract No. 001150
2. Approval to Advertise for Letters of Interest for Miscellaneous Construction Engineering and Inspection (CEI) Services for ITS Projects
3. Approval of final ranking and authorization for fee negotiations with RS&H, Inc. for Construction Engineering and Inspection (CEI) Services for S.R. 417 Resurfacing – Contract No. 001131
4. Approval for Award of Contract to Traffic Control Products of Florida, Inc. for S.R. 408 Trailblazer Upgrades Phase II – Contract No. 001146 (Contract Amount: \$323,927)
5. Approval for Award of Contract to A² Group, Inc. for Construction Engineering and Inspection (CEI) Services for Wekiva Parkway Systems Interchange - Project No. 429-204 (Contract Amount: Not to Exceed \$6,000,000)
6. Approval of Construction Contract Modifications on the following contracts:
 - a) Contract No. 599-123 United Signs & Signals, Inc. (\$15,144.93)
 - b) Contract No. 528-405 Southland Construction, Inc. \$111,096.02
 - c) Contract N. 599-520 United Signs & Signals, Inc. (\$96,468.64)
 - d) Contract N. 417-301C SEMA Construction (\$22,256.64)

ENGINEERING

7. Approval of Supplemental Agreement No. 6 with URS Corporation for post-design services for S.R. 408/S.R. 417 Ultimate Interchange Improvements – Project No. 253F (Agreement Amount: Not-to-Exceed \$361,091.19)

8. Approval to advertise for Letters of Interest to provide Miscellaneous Design Consultant Services under the Small Sustainable Business Enterprise (SSBE) Program – Contract No. 001161

EXPRESSWAY OPERATIONS

9. Approval to advertise for construction bids for installation of Single Line Dynamic Message Sign Upgrades – Contract No. 001159

FINANCE & ACCOUNTING

10. Approval of Inventory Disposal

LEGAL

11. Approval of Second Agreement for Appraisal Services by Pinel & Carpenter, Inc. for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Contract Amount: \$200,000)
12. Approval of Second Agreement for Appraisal Services by Durrance & Associates, P.A. for the Wekiva Parkway Projects 429-202, 429-203, 429-204, 429-205 and 429-206 (Contract Amount: \$200,000)
13. Approval of Real Estate Purchase Agreement to purchase Parcels 108/708 for the construction of the S.R. 528 Intermodal Corridor, Project 528-1240 (Purchase Amount: \$530,000)
14. Approval of Contract Renewal with Broad and Cassel for Bond Counsel Services – Contract No. 000816 (Contract Amount: \$325,000)
15. Authorization to serve Offer of Judgment for Parcel 228, Wekiva Parkway Project No. 429-203 (Offer of Judgment Amount: \$81,240)
16. Approval of Statutory Business Damage Counter-offer for Parcels 275 & 279 (Holder & Strite Corp.), Wekiva Parkway Project No. 429-202 (Amount of offer: \$78,805)
17. Approval of First Amendment to Amended and Restated 2006 Innovation Way/Beachline Interchange Agreement
18. Approval of Supplemental Agreement No. 3 with Shutts & Bowen LLP for Right-of-Way Counsel Services - Contract No. 000930 (Supplemental Agreement Amount: \$2,000,000.00)

SUPPLIER DIVERSITY

19. Approval of Supplemental Agreement No. 1 with Covalt Group, Inc. for Construction Contractor Compliance Consultant Services and Approval of Wynn Consulting Group, Inc. as Subconsultant (Supplemental Agreement Amount: \$300,000)
20. Authorization to execute Cooperative Purchase Agreement with Construction Estimating Institute of America, Inc. for supplier diversity training – Contract No. 001160 (Contract Amount: \$100,000)

A motion was made by Commissioner Boyd and seconded by Commissioner Carey to approve the Consent Agenda as presented. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.

CHAIRMAN'S REPORT

Chairman Cadwell reported on the "Beyond Traffic Forum" that he attended, hosted by the USDOT and Mayor Dyer.

TREASURER'S REPORT

Commissioner Carey reported that toll revenues for August were \$29,520,414 which is 11% above projections and 10% above prior year. CFX's total revenues were \$31.4 million for the month.

Total OM&A expenses were \$3.7 million for the month and \$5.9 million year-to-date, which is 18% under budget.

After debt service the total net revenue available for projects was \$15.8 million for August and \$33.4 million year-to-date.

EXECUTIVE DIRECTOR'S REPORT

Laura Kelley provided the Executive Director's Report in written form (Exhibit "B").

In addition, she reported on the following:

- Congratulations to Corey Quinn for his promotion to Chief of Technology/Operations.
- Thank you to Sandy Minkoff and John Terwilliger for their service on the Right of Way Committee. They are both retiring this month.

REGULAR AGENDA ITEMS

1. UPDATE ON S.R. 417 AND S.R. 429 BUY

Commissioner Carey reported that CFX staff has run an analysis of Secretary Boxold's valuation methodology for a buy or swap opportunity. Executive Director Laura Kelley reported on the results of the analysis.

Ms. Kelley reported that we are in the process of setting up a series of meetings with Secretary Boxold to continue the dialogue.

CFX Bond Counsel has been asked to provide an opinion on the legality of a buy or swap. Joe Stanton of Broad and Cassel, who serves as CFX's Bond Counsel, answered questions from the Board members.

(This item was presented for information only. No formal Board action was taken.)

2. ACCOUNTING/FINANCE DEPARTMENT PRESENTATION

Manager of Accounting and Finance, Mike Carlisle gave a presentation on the Accounting/Finance Department. The presentation included a department overview, finance team information, and department future.

(This item was presented for information only. No formal Board action was taken.)

3. FEDERAL LOBBYIST PROCUREMENT

Chief of Staff/Public Affairs Officer Michelle Maikisch gave an update on the procurement of Federal Advocacy Services.

Ms. Maikisch explained the available options:

- 1) Continue with review process for the two submittals and bring a recommendation to the Board to award the contract at the November meeting.
- 2) Re-advertise for the services and directly notify firms that did not submit. Re-advertising would mean a December award.

A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to move forward with the review process for the two submittals for Federal Advocacy Services and bring a recommendation to the Board at the November meeting. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.

4. ADVANCEMENT OF S.R. 417 WIDENING PROJECT

Staff is requesting authorization to move the construction phase of the SR 417 Widening Project from year 6 and 7 outside the Work Plan into the Work Plan in FY 2018 and 2019.

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to authorize the advancement of the construction phase of the S.R. 417 Widening Project as recommended by staff. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.

5. MARDEN ROAD/S.R. 414 INTERCHANGE AGREEMENT

General Counsel Joseph Passiatore requested approval of the Marden Road/S.R. 414 Interchange Agreement. The agreement provides that the total cost of the project be borne by the developer.

Michael Wright of Emerson Point Associates, LLLP explained why Apopka needs the Interchange, showed the timeline, and an aerial view of the project area.

Apopka Mayor Joe Kilsheimer thanked CFX for the opportunity to advance this project and explained the benefits to the residents and businesses in Apopka.

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the Marden Road/S.R. 414 Interchange Agreement, with the provision that the perpetual landscape maintenance with minimum standards be paid by the developer and, if and when signalization is warranted, the costs will be borne by the developer. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.

6. CONSIDERATION OF COST SAVINGS REGARDING LEGAL SERVICES FOR RIGHT OF WAY ACQUISITION

Chairman Cadwell initiated a discussion regarding whether there is a better way to manage legal right of way services. The amount of the funding request, combined with the fact that right of way counsel ultimately reports to the Board, warrants a discussion by the Board relative to the future use of outside counsel for the acquisition of right of way for CFX projects. General Counsel Joseph Passiatore has put together a memo (Exhibit "C") outlining the cost savings for right of way legal services.

By consensus, the Board members directed staff to conduct additional analyses and come back with a recommendation next month.

7. AMENDMENTS TO COMMITTEE CHARTERS

As proposed at last month's meeting, General Counsel Joseph Passiatore has drafted revisions to the Audit, Finance, Operations and Right of Way Committee Charters to provide for representation from the gubernatorial appointees.

He explained the two proposed changes to these charters:

- 1) A nomination process whereby the gubernatorial appointees would nominate an individual for each of the four committees (three nominations per committee). From those nominations, the Board would select one appointee for each committee.
- 2) A provision that contract personnel providing services to the appointed entity would qualify as staff.

In addition to the above, Mr. Passiatore proposed adding a clause to the county appointments to allow citizen representatives to serve, in addition to staff members.

A motion was made by Mr. Madara and seconded by Mr. Scheeringa to approve the amendments to the committee charters as presented, with additional language requiring the filing of Form 1 and additional language to allow citizen representatives for county appointments. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.

8. ALL ELECTRIC TOLLING

Chief of Technology/Operations Corey Quinn presented information on all electronic tolling for future consideration.

In the future CFX staff will conduct a workshop where we will have more detailed information regarding costs and customer service.

(This item was presented for information only. No formal Board action was taken.)

9. AWARD OF CONTRACT TO LANE CONSTRUCTION FOR S.R. 408/S.R. 417 INTERCHANGE IMPROVEMENTS PHASE I (PROJECT NO. 253F)

Don Budnovich, Resident Engineer/Sr. Project Manager, presented an overview of the S.R. 408/S.R. 417 Interchange Improvement Project. CFX staff recommends award of the contract for Phase I to Lane Construction Corporation in the amount of \$36,744,623.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve the contract award to Lane Construction Corporation for S.R. 408/S.R. 417 Interchange Improvements Phase I. The motion carried with seven (7) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present.

10. REGIONAL PUBLIC SCHOOL BUS REBATE PROGRAM PROPOSAL

Chief Financial Officer Lisa Lumbard explained the details of the proposed school bus rebate program.

Ms. Lumbard requested approval to create a 99% regional public school bus rebate program for school buses from Brevard, Lake, Orange, Osceola, Polk, Seminole and Volusia Counties that are transporting students on the CFX system beginning February 1, 2016. CFX must exceed its projected revenue by at least 2% for the rebate to be credited in any given month.

Ms. Herr abstained from voting on this item because she has a client that would benefit. (Form 8B attached as Exhibit "D").

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the Regional Public School Bus Rebate Program Proposal as presented. The motion carried with six (6) members voting AYE by voice vote; Mayor Dyer and Mayor Jacobs were not present; Ms. Herr abstained from voting.

BOARD MEMBER COMMENT

- 1) Commissioner Hawkins asked staff to look into redesigning the southbound exit of S.R. 417 at Narcoossee Road to provide for a dual left turn lane and still have the option to turn right. The exit ramp gets backed up during peak hours because there are more vehicles turning left than right. CFX staff will look into it and report back to Commissioner Hawkins.
- 2) Mr. Scheeringa addressed comments to the community regarding the Master Plan process.
- 3) Commissioner Carey asked if we are doing anything from a marketing standpoint to raise the level of awareness. Chief of Staff/Public Affairs Officer Michelle Maikisch explained some outreach programs that we are doing to educate the community on what we do and our role in transportation.
- 4) Chairman Cadwell asked the Board members to send their General Counsel evaluations to Ms. Kelley, if they haven't already done so.

ADJOURNMENT

The Chairman adjourned the meeting at 11:10.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on _____, 2015.

Pursuant to the Florida Public Records Law and CFX Records Management Policy, audio tapes of all Board and applicable Committee meetings are maintained and available upon request to the Records Management Liaison Officer at publicrecords@CFXWay.com or 4974 ORL Tower Road, Orlando, FL 32807. Additionally, video tapes of Board meetings commencing July 25, 2012 are available at the CFX website, www.expresswayauthority.com

E.

Consent Agenda

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONSENT AGENDA November 12, 2015

CONSTRUCTION & MAINTENANCE

1. Approval of Geotech Consultants International, Inc. as Subconsultant for the Miscellaneous Construction Engineering and Inspection Services Contract with Target Engineering Group, Inc. – Contract No. 001054
2. Approval for award of contract to Gomez Construction Company for Design-Build Services for Backup Data Center – Contract No. 001122 (Contract Amount: \$1,947,162)
3. Authorization to advertise for construction bids for Systemwide Replacement of Retroreflective Pavement Markers – Project No. 599-736/Contract No. 001164
4. Approval of final ranking and authorization for fee negotiations with AECOM Technical Services, Inc. for Construction Engineering and Inspection Services for Wekiva Parkway Project No. 429-206/Contract No. 001089
5. Approval for award of contract to Ranger Construction Industries for SR 417 Milling and Resurfacing, Project No. 417-733/Contract No. 001119 (Contract Amount: \$18,513,580.17)
6. Approval of Construction Contract Modifications on the following contracts:
 - a) Contract No. 599-729 United Signs & Signals, Inc. \$12,238.40
 - b) Contract No. 417-731A Preferred Materials, Inc. \$81,537.12
 - c) Contract No. 599-620 Traffic Solutions (\$165,033.60)

FINANCE & ACCOUNTING

7. Approval of contract renewal with Public Financial Management, Inc. for Financial Advisor Services – Contract No. 000833 (Renewal Amount: \$350,000)
8. Approval of contract renewal with Moore Stephens Lovelace, P.A. for External Auditing Services – Contract No. 000841 (Renewal Amount: \$79,500)
9. Adoption of Revised Budget Policy and Resolution

INFORMATION TECHNOLOGY

10. Approval of contract renewal with Computer Aid, Inc. for Information Technology Services – Contract No. 000939 (Renewal Amount: \$125,000)
11. Approval of time extension and increase in purchase order amount with Convergint Technologies LLC for Maintenance of Security Access Control System (Purchase Order Increase Amount: \$26,953)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

LEGAL

12. Approval of Settlement Agreement for the acquisition of Parcels 316A, 316B and 816 for construction of the Wekiva Parkway Project 429-206 (Total settlement amount: \$1,205,000)
13. Approval of Partial Settlement for residential portion of Parcel 275, Wekiva Parkway Project 429-204 (Settlement Amount: \$249,964)
14. Approval of Offer of Judgment for Parcel 130 Part A and B, Wekiva Parkway Project 429-202 (Offer of Judgment Amount: \$49,032)
15. Approval of Negotiated Settlement of experts' fees and attorney's costs for Parcel 177, Wekiva Parkway Project 429-203 (Settlement Amount: \$44,639.22)
16. Approval for increase in contract amount and extension of contract term with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. for acquisition of Parcels 197, 230, 257 and 267, Wekiva Parkway Project No. 429-203/Contract No. 000929 (Contract Increase: \$333,000)
17. Approval of extension of contract with Winderweedle, Haines, Ward & Woodman, P.A. through February 27, 2016 for right of way counsel services pursuant to Contract No. 000427 (No additional funding)
18. Approval of settlement of attorney's fees in the amount of \$33,660 and expert fees and costs in the amount of \$10,046.11 for Parcel 217, Wekiva Parkway Project No. 429-203

PUBLIC AFFAIRS

19. Approval for award of contract to Alcalde & Fay for Federal Advocacy Services – Contract No. 001121 (Contract Amount: \$210,000)

SPECIAL PROJECTS

20. Approval of waiver of Procurement Policy requirement for prior approval of purchase orders for Toll System Replacement Project

TOLL OPERATIONS

21. Approval of Memorandum of Understanding with the Florida Department of Highway Safety and Motor Vehicles for Driver License and/or Motor Vehicle Data Exchange

TRAFFIC OPERATIONS

22. Approval for award of contract to SICE, Inc. for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation – Contract No. 001126 (Contract Amount: \$1,961,471.48)
23. Authorization to execute Cooperative Purchase Agreement with Traffic Control Devices, Inc. for installation of SunPass signs – Contract No. 001162 (Contract Amount: \$192,025)


CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract for
S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road
Contract No. 001119; Project No. 417-733

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on October 27, 2015, for the referenced project. Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Ranger Construction Industries, Inc.	\$18,513,580.17
2.	Preferred Materials, Inc.	\$21,100,000.00
3.	Hubbard Construction Company	\$22,404,669.51
4.	The Lane Construction Corporation	\$25,003,372.10
5.	The Middlesex Corporation	\$29,746,246.25

The Engineer's Estimate for this project is \$25,598,250.12.

The Procurement Department has evaluated all bids and has determined the bid from Ranger Construction Industries, Inc. (Ranger), to be responsible and responsive to the bidding requirements. Award of the contract to Ranger in the amount of \$18,513,580.17 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001119 (the "Contract"), made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and RANGER CONSTRUCTION INDUSTRIES, INC., 1200 Elboc Way, Winter Garden, Florida 34787, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 417-733, S.R. 417 Milling and Resurfacing from International Drive to Moss Park Road, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 400 calendar days. The Contract Amount is \$18,513,580.17. This Contract was awarded by the CFX Board of Directors at its meeting on November 12, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

RANGER CONSTRUCTION INDUSTRIES, INC.

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract for
Design-Build Services for Backup Data Center
Contract No. 001122

In accordance with the approved Procurement Policy and Procedures for design-build services, the Procurement Department opened sealed bids on October 21, 2015, for the referenced project. Bid results were as follows:

	<u>Bidder</u>	<u>Bid Amount</u>
1.	Gomez Construction Company	\$1,947,162.00
2.	Johnson-Laux Construction, LLC	\$1,958,574.00
3.	Welbro Building Corporation	\$2,225,000.00

The Engineer's Estimate for this project is \$1,609,000.00.

The Procurement Department has evaluated all bids and has determined the bid from Gomez Construction Company to be responsible and responsive to the bidding requirements. Award of the contract to Gomez in the amount of \$1,947,162.00 is recommended contingent upon final execution of the contract by both parties.

AGREEMENT

THIS AGREEMENT is dated as of the 12th day of November 2015 by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter called CFX) and GOMEZ CONSTRUCTION COMPANY, (hereinafter called DESIGN/BUILDER).

CFX and DESIGN/BUILDER, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

1.01 DESIGN/BUILDER shall, consistent with applicable state licensing laws, provide design/build services as specified in the Contract Documents. The Work is generally described as follows: provide design-build services to complete the design and construct a backup data center which will include a computer room to house redundant computer hardware for toll operations. The new center will be constructed at the Hiawassee Mainline Toll Plaza. The DESIGN/BUILDER shall make available the necessary personnel, facilities, supplies, materials and resources to perform the required services.

Contract No. 001122, Backup Data Center

Article 2. CONTRACT TIMES AND LIQUIDATED DAMAGES.

2.01 Substantial and Final Completion

A. After the charging of Contract time begins, the Work related to the design and construction of the backup data center shall reach Substantial Completion within 210 calendar days of the scheduled Final Completion date plus such additional time as may have been granted by the CFX. The Work shall be completed and ready for Final Acceptance by CFX within 240 calendar days (or within such additional time as may have been granted by the Authority) after the charging of Contract Time begins.

2.02 Liquidated Damages

A. CFX and the DESIGN/BUILDER recognize that time is of the essence of the Contract and that the CFX will suffer financial loss if the Work is not completed within the times specified above or within such additional time as may have been granted by CFX. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by CFX if the Work is not completed on time. Accordingly, instead of requiring such proof, CFX and the DESIGN/BUILDER agree that as liquidated damages for delay (but not as a penalty) the DESIGN/BUILDER shall pay CFX One Thousand Five Hundred Dollars (\$1,500.00) for each calendar day that expires after the time specified above for Substantial Completion until the Work achieves Substantial Completion or until the scheduled Final Completion date, whichever occurs first.

If the DESIGN/BUILDER shall neglect, refuse, or fail to complete the Work within the time specified above for Final Completion (plus such additional time as may have been granted by CFX), the DESIGN/BUILDER shall pay CFX Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above for Final Completion.

Article 3. CONTRACT PRICE.

3.01 CFX shall pay DESIGN/BUILDER the following sum for completion of the Work in accordance with the Contract Documents.

A. For all Work, a Lump Sum of \$1,947,162.00.

Article 4. PAYMENT PROCEDURES

4.01 DESIGN/BUILDER shall submit and CFX will process Applications for Payment in accordance with Article 13 of the General Conditions.

A. *Progress Payments; Retainage.* DESIGN/BUILDER will receive partial payments on monthly estimates, based on the amount of work done or completed (including delivery of certain materials as specified below). The monthly payments shall be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.

All such payments will be measured by the acceptable Schedule of Values established in paragraph 2.04.A of the General Conditions less an amount retained and less payments previously made. The amount retained shall be five percent (5%) of the value of the work completed.

B. *Progress Payments; Stored Materials:* Progress payments will be allowed for materials stockpiled in approved locations in the vicinity of the project. Where off-site fabrication is required, the term "in the vicinity of the project" will be interpreted to include a site remote from the project provided that condition "1" listed below is satisfied.

The following conditions shall apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the materials on which partial payment is to be made will be incorporated into the Project.
2. Delivery charges will be included in partial payments if properly documented.
3. Partial payments will not be made for materials that were stockpiled prior to award of the Contract for the project.
4. In no case will partial payments for materials (including partial payments for delivery) exceed 50% of the value of the item.

C. *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, CFX will pay the remainder of the Contract Price.

Article 5. DESIGN/BUILDER'S REPRESENTATIONS.

5.01 DESIGN/BUILDER makes the following representations:

A. DESIGN/BUILDER has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 6.01.A through I but excluding the documents and other related data identified in the Request for Proposals.

B. DESIGN/BUILDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work.

C. DESIGN/BUILDER is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

D. DESIGN/BUILDER is aware of the general nature of work to be performed by CFX and others at the Site that relates to the Work as indicated in the Contract Documents.

E. DESIGN/BUILDER has correlated the information known to DESIGN/BUILDER, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

F. DESIGN/BUILDER has given CFX written notice of all conflicts, errors, ambiguities or discrepancies that DESIGN/BUILDER has discovered in the Contract Documents and the written resolution thereof by CFX is acceptable to DESIGN/BUILDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 6. CONTRACT DOCUMENTS.

6.01 The Contract Documents which comprise the entire agreement between CFX and DESIGN/BUILDER concerning the Work consist of the following:

- A. This Agreement (pages 1 to 5, inclusive).
- B. The Scope of Services and Method of Compensation.
- C. Design Criteria including the Technical Specifications and Drawings.
- D. DESIGN/BUILDER's Price Proposal.
- E. Notice to Proceed.

- F. Performance and Payment Bond, consisting of pages PPB-1 through PPB-4.
- G. General Conditions of the Contract Between Authority and Design/Builder (pages GC-1 to GC-45, inclusive) including Appendix A, Disputes Review Board Three Party Agreement.
- H. Addenda numbers 1 through 2 inclusive.
- I. The following which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto.
 - 1. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.03.A of the General Conditions.
 - 2. Specifications as defined in Paragraph 1.01.A.38 of the General Conditions.
 - 3. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions.

6.02 The documents listed in paragraph 6.01 above are attached to this Agreement (except as expressly noted otherwise above).

6.03 There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.03.A of the General Conditions.

Article 7. MISCELLANEOUS.

7.01 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated therein.

7.02 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.03 CFX and DESIGN/BUILDER each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.04 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CFX and DESIGN/BUILDER, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, CFX and DESIGN/BUILDER have signed this Agreement in five (5) counterparts on the date set forth below. Two (2) counterparts each have been delivered to CFX and DESIGN/BUILDER. All portions of the Contract Documents have been signed, initialed or identified by CFX and DESIGN/BUILDER.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

GOMEZ CONSTRUCTION COMPANY

By: _____

Title

DATE: _____

ATTEST:

(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX


CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Authorization to Advertise for Construction Bids for
Systemwide Replacement of Retroreflective Pavement Markers (RPM)
Project No. 599-736, Contract No. 001164

Board authorization is requested to advertise for construction bids to furnish and install retroreflective pavement markers at various locations along S.R. 408, S.R. 417, S.R. 414, S.R. 429, S.R. 451, and S.R. 528. This project is part of the renewal and replacement program included in the current Five-Year Work Plan.


CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Approval of Final Ranking and Authorization for
Fee Negotiations for Construction Engineering and Inspection Services for
S.R. 429 (Wekiva Parkway) from Systems Interchange to S.R. 46
Project No. 429-206; Contract No. 001089

In accordance with the approved Procurement Policy and Procedures for professional services consultants, the Procurement Department advertised for Letters of Interest (LOI) for the referenced project on August 2, 2015. Responses were received from five firms by the August 17, 2015, deadline. Those firms were: KCI Technologies, Inc.; AECOM Technical Services, Inc.; Johnson, Mirmiran & Thompson, Inc.; Jacobs Engineering Group, Inc.; CDM Smith. After reviewing and scoring the LOIs, the Evaluation Committee voted unanimously to shortlist the three highest ranked firms which were: AECOM Technical Services, Inc.; Jacobs Engineering Group, Inc.; and Johnson, Mirmiran & Thompson, Inc.

The firms were notified by the Procurement Department and directed to submit Technical Proposals which were received from all three firms by the September 30, 2015, deadline and were transmitted to the members of Technical Review Committee for review and scoring. As part of the scoring process, the Technical Review Committee met on October 14, 2015, to hear oral presentations from the firms. After the oral presentations were completed, the Technical Review Committee convened and prepared its final ranking. The results of that process were as follows:

<u>Ranking</u>	<u>Consultant Firm</u>
1	AECOM Technical Services, Inc.
2	Jacobs Engineering Group, Inc.
3	Johnson, Mirmiran & Thompson, Inc.

Board approval of the final ranking and authorization to enter into fee negotiations with AECOM Technical Services, Inc., is requested. Once fee negotiations are completed, Board approval of the negotiated amount and award of a contract will be requested.

If negotiations with AECOM are not successful, Board authorization to enter into negotiations with the second ranked firm, Jacobs Engineering Group, Inc., is requested.

LOI-001089 Project 429-206 Committee Meeting October 14, 2015 Minutes

Technical Review Committee for CEI Services for Wekiva Parkway Project No. 429-206 Contract No. 001089, held a duly noticed meeting on Wednesday, October 14, 2015, commencing at 9:05 a.m. Pelican Conference Room (Room 107), at the CFX Administrative Bldg., Orlando, Florida.

Committee Members Present:

Joe Berenis, Chief of Infrastructure
Glenn Pressimone, Director of Engineering
Don Budnovich, Resident Engineer

Other Attendees:

Robert Johnson, Manager of Procurement

Presentations / Q and A:

Robert Johnson commenced each interview with a brief overview of the process and introduced the Technical Review Committee. Robert stated that this portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

AECOM, Inc.	09:07 – 09:42 a.m.
Jacobs Engineering Group, Inc.	09:52 – 10:26 a.m.
Johnson, Mirmiran & Thompson	10:35 – 11:08 a.m.


Evaluation Portion:

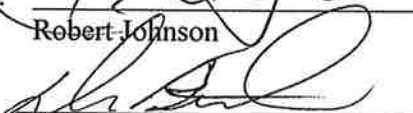
Robert stated the evaluation portion of the meeting is open to the public in accordance with Florida Statute. The committee members individually scored the proposers and submitted them to Robert for tallying. Robert Johnson tallied the score sheets utilizing the rankings assigned by each committee member based on the raw scores each Proposer received. Below are the results:

<u>FIRM</u>	<u>Points</u>	<u>Ranking</u>
AECOM, Inc.	04	01
Jacobs Engineering Group, Inc.	06	02
Johnson, Mirmiran & Thompson	08	03

Committee recommends CFX Board approve ranking and authorize negotiations in ranked order. The committee agreed that Don Budnovich would review and approve the minutes on behalf of the committee.

They're being no other business to come before the Committee; the meeting was adjourned at 11:22am. These minutes are considered to be the official minutes of the Technical Review Committee meeting held Wednesday, October 14, 2015, and no other notes, tapes, etc., taken by anyone takes precedence.

Submitted by: 
Robert Johnson


Approved by: 
Don Budnovich

CONSENT AGENDA ITEM

#5

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Approval of Subconsultant for the
Miscellaneous Construction Engineering and Inspection Services Contract with
Target Engineering Group, Inc.
Contract No. 001054

In accordance with the Procurement Policy, Article IV, Governing Rules, paragraph G, Target Engineering Group, Inc. (Target), one of our consultants providing miscellaneous CEI services, has requested approval to use Geotech Consultants International, Inc. (GCI), to provide inspection services for the new backup data center being constructed at the Hiawassee Mainline Toll Plaza. Negotiations between Target and GCI for these services have not been completed; however, the fees are expected to exceed the \$25,000.00 threshold established by the Policy for subconsultants not disclosed by Target when its contract with CFX was originally awarded.

Board approval of GCI as a subconsultant to Target is requested.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Target Engineering Group, Inc. Date: October 27, 2015

CFX Contract Name: CFX Construction Engineering & Inspection Services CFX Contract No.: 001054

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: GCI, Inc.

Address: 2290 North Ronald Reagan Blvd., Suite 100, Longwood, FL 32750

Phone No.: (407) 331-6332

Federal Employee ID No.: 59-3185746

Description of Services to Be Sublet: Construction Engineering & Inspection Services

Estimated Beginning Date of Sublet Services: October 27, 2015

Estimated Completion Date of Sublet Services: March 12, 2018

Estimated Value of Sublet Services*: \$ 25,000+ per TW(1) amount
*(Not to exceed \$24,999.99 without prior Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with the Authority that are applicable to the subconsultant and the services to be sublet:

Requested By: 
(Signature of Consultant Representative)

Contracto Manager.
Title

Recommended by: 
(Signature of Appropriate Authority Director/Manager)

Date: 10/27/15

Approved by: 
(Signature of Appropriate Deputy Executive Director)

Date: 10/28/15

Attach Subconsultant's Certificate of Insurance to this Request.

EP  **E-MAILED**
C. Penderis 10/28/15

CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

FROM: Ben Dreiling, P.E.
 Director of Construction & Maintenance

DATE: October 21, 2015

RE: Consent Agenda
 Construction Contract Modifications

Authorization is requested to execute the following Construction Contract Modifications. Supporting detailed information for the proposed Construction Contract Modifications are attached.

Contract No.	Name	Contract Description	Original Contract Amount (\$)	Previous Authorized Adjustments (\$)	Requested (\$) November 2015	Total Amount (\$) to Date*	Time Increase or Decrease
599-729	United Signs & Signals, Inc.	SR 408, SR 417 & SR 429 Guide Sign Improvements	735,801.83	0.00	\$12,238.40	748,040.23	0
417-731A	Preferred Materials, Inc.	SR 417 Milling & Resurfacing from SR 50 to Orange/Seminole County Line	6,343,774.06	0.00	\$81,537.12	6,425,311.18	3
599-620	Traffic Solutions	Systemwide Pavement Striping Improvements & Upgrades	502,197.40	0.00	(\$165,033.60)	337,163.80	0
TOTAL					(\$71,258.08)		

* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley
 Joe Berenis

**Contract 599-620: Systemwide Pavement Striping Improvements & Upgrades
Traffic Solutions
SA 599-620-1115-01**

Adjustments for Contract Items

The Central Florida Expressway Authority wishes to adjust quantities to reflect the actual quantities of work performed under this Contract.

OVERRUN THE FOLLOWING ITEMS:

Furnish & Install Pavement Message 'MERGE' (Thermoplastic) (White)	\$ 100.00
Furnish & Install Pavement Arrow 'Merge' (Thermoplastic) (White)	\$ 100.00
Furnish & Install Pavement Arrow - Through Right Arrow (Preformed Thermoplastic) (Contrast)	\$ 400.00
Pavement Marking Removal (Water Blasting) (Thermoplastic)	\$ 360.00
Furnish & Install Preformed High Performance Tape (PPRT) (12") (3'-12 Skip) (Black)	<u>\$ 3,068.50</u>
	\$ 4,028.50

UNDERRUN THE FOLLOWING ITEMS:

Cleaning Concrete Surface	\$ (41,478.30)
Furnish & Install Retro-Reflective Pavement Markers (White/Red)	\$ (3,660.80)
Furnish & Install Pavement Message (Only) (Thermoplastic) (White)	\$ (10,080.00)
Furnish & Install Pavement Arrow (Through Right Arrow) (Thermoplastic) (White)	\$ (2,160.00)
Furnish & Install Pavement Arrow (Right Arrow) (Thermoplastic) (White)	\$ (2,600.00)
Furnish & Install Custom Pavement Arrow (Option Lane Arrow) (Thermoplastic) (White) (Special Design)	\$ (2,000.00)
Furnish & Install Pavement Message (Only) (Preformed Thermoplastic) (Contrast)	\$ (350.00)
Furnish & Install Pavement Arrow (Right Arrow) (Preformed Thermoplastic) (Contrast)	\$ (300.00)
Furnish & Install Preformed High Performance Tape (PPRT) (12") (3'-12 Skip) (White)	\$ (14,588.00)
Pavement Marking Removal (Water Blasting) (High Performance Tape) (PPRT)	\$ (6,845.00)
Allowance for Disputes Review Board	\$ (10,000.00)
Work Order Allowance	<u>\$ (75,000.00)</u>
	\$ (169,062.10)

TOTAL AMOUNT FOR PROJECT 599-620 \$ (165,033.60)

The following is a proposed Construction Contract Modification along with the detailed information:

Contract 599-729: SR 408, SR 417 & SR 429 Guide Sign Improvements
United Signs & Signals, Inc.
SA 599-729-1115-01

Contract Plan Revisions 1 & 2

This change is requested by The Central Florida Expressway Authority (CFX). CFX issued Plan Revisions 1 and 2 that added and deleted signs to the project. The revisions included Plan Sheets A1 to A15 for the additional signing of Port Canaveral, VA Medical City and SR 429. This will adjust the Contract quantities to reflect the changes of the plan revisions.

ADD THE FOLLOWING ITEMS:

Furnish & Install Multi-Post Assembly (101-200 Sq. Ft.)	\$ 58,984.00
Furnish & Install New Sign Panel (12-20 Sq. Ft.)	\$ 445.67
Multi Post Sign (F&I) (201-300 Sq. Ft.)	\$ 11,112.69
Furnish & Install New Sign Panel (31-50 Sq. Ft.)	\$ 2,013.80
	\$ 72,556.16

DELETE THE FOLLOWING ITEMS:

Remove Multi Post Sign Assembly	\$ (906.70)
Furnish & Install New Sign Panel (21-30 Sq. Ft.)	\$ (571.06)
Furnish & Install New Sign Panel (101-200 Sq. Ft.)	\$ (4,145.00)
Furnish & Install New Overhead Sign Struc. (Cantilever) (21-30 Sq. Ft.)	\$ (54,695.00)
	\$ (60,317.76)

TOTAL AMOUNT FOR PROJECT 599-729 **\$ 12,238.40**

**Contract 417-731A: Milling & Resurfacing from SR 50 to Orange/Seminole County Line
Preferred Material, Inc.
SA 417-731A-1115-01**

Contract Plan Revision 2

The Central Florida Expressway Authority issued Plan Revision 2 for the milling and resurfacing and the installation of PPRT striping on SR 408 East of the Conway Toll Plaza including the 3 outside cash lanes and the gore with the Andes Ave. ramp.

ADD THE FOLLOWING ITEMS:

Mobilization	\$	13,250.00
Maintenance of Traffic	\$	14,750.00
Milling Existing Asphalt 3/4" Avg.	\$	13,443.00
Asphalt Concrete Friction Course, FC-5	\$	27,840.00
Retro-Reflective Pavement Markers	\$	294.30
Solid Traffic Stripe (PPRT) (White) (8")	\$	4,082.40
Solid Traffic Stripe (PPRT) (White) (12")	\$	1,350.20
Solid Traffic Stripe (PPRT) (White) (18")	\$	2,610.80
Skip Traffic Stripe (PPRT) (White) (3'-12') (12")	\$	327.42
Solid Traffic Stripe (PPRT) (Contrast White/Black) (9")	\$	<u>3,589.00</u>
	\$	81,537.12

Contract Time

The additional milling and resurfacing work will require 3 nights of paving and striping work on SR 408 that is outside the original limits of the SR 417 paving project. Staff has evaluated the Contract time impact and recommends a non-compensable time extension of 3 calendar days.

Increase Contract Time 3 Non-Compensable Calendar Days

TOTAL AMOUNT FOR PROJECT 417-731A **\$ 81,537.12**


CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Approval of Contract Renewal with
Public Financial Management, Inc., for
Financial Advisor Services
Contract No. 000833

Board approval is requested for the second renewal of the referenced contract with Public Financial Management Inc., in the amount of \$350,000.00 which includes an annual retainer of \$185,000, annual swap monitoring services of \$15,000 and \$150,000 for successful bonded debt transaction closings. The renewal period will be from April 2, 2016, to April 1, 2017.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000833

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of November, 2015, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Public Financial Management, Inc., hereinafter called the "Financial Advisor".

WITNESSETH

WHEREAS, CFX and the Financial Advisor entered into a Contract Agreement (the "Original Agreement") dated April 1, 2012, whereby the Authority retained the Financial Advisor to provide services related to financial planning including the design and monitoring of the plan of finance for CFX's capital improvement plan and other advisory services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Financial Advisor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Financial Advisor agree to a second renewal of said Original Agreement beginning the 2nd day of April, 2016, and ending the 1st day of April, 2017, at the cost of \$350,000.00, which amount restates the amount of the Original Agreement.

Financial Advisor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending April 1, 2016, the Financial Advisor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending April 1, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

PUBLIC FINANCIAL MANAGEMENT, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____


CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Approval of Contract Renewal with
Moore Stephens Lovelace, P.A. for
External Auditing Services
Contract No. 000841

Board approval is requested for the second renewal of the referenced contract with Moore Stephens Lovelace, P.A., (Moore Stephens) in the amount of \$79,500.00 to perform an annual audit examination of the Authority's financial statements. This amount is in accordance with the Fee Schedule included in the original contract. The renewal period will be from March 1, 2016, to February 28, 2017.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000841

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of November, 2015, by and between the Central Florida Expressway Authority, hereinafter called "CFX" and Moore Stephens Lovelace, P.A., hereinafter called the "Auditor".

WITNESSETH

WHEREAS, CFX and the Auditor entered into a Contract Agreement (the "Original Agreement") dated January 25, 2012, (with an extension of the Contract term to February 28, 2015) whereby CFX retained the Auditor to perform External Auditing Services; and

WHEREAS, pursuant to Article 2 of the Original Agreement, CFX and Auditor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, CFX and Auditor agree to a second renewal of said Original Agreement beginning the 1st day of March, 2016, and ending the 28th day of February, 2017, at the cost of \$79,500.00, which amount restates the amount of the Original Agreement.

Auditor states that, upon its receipt and acceptance of Final Payment for Services rendered under the First Renewal Agreement ending February 28, 2016, the Auditor shall execute a 'Certificate of Completion of the First Renewal Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the First Renewal Agreement ending February 28, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

MOORE STEPHENS LOVELACE, P.A.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for CFX

Witness (2) _____


CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbar, Chief Financial Officer 

DATE: November 2, 2015

RE: Adoption of Revised Operations, Maintenance and Administration Budget Policy

Updates to the Operations, Maintenance and Administration Policy are recommended to facilitate the recent restructuring of the CFX organization. The redline update allows the budget to be restructured to align with the four divisions recently created; Finance and Accounting, Communications/Public Affairs, Information Technology/Operations and Infrastructure. The updated policy does not allow the overall Operations, Maintenance and Administration budget to be exceeded.

Approval is requested of the attached revised Operations, Maintenance and Administration Budget Policy and Resolution.

cc: Laura Kelley, Executive Director

**A RESOLUTION OF CENTRAL FLORIDA
EXPRESSWAY AUTHORITY AMENDING THE
OPERATIONS, MAINTENANCE AND
ADMINISTRATION BUDGET POLICY**

WHEREAS, Central Florida Expressway Authority (“CFX”) previously adopted a “Budget Policy” on December 21, 2011 establishing the goals of managing CFX’s revenues and expenses; and

WHEREAS, CFX’s governing Board concurs in the revised Operations, Maintenance and Administration Budget Policy which changes the name and gives the Executive Director authorization to move money between activities as long as the total budget amount does not change.

NOW, THEREFORE, BE IT RESOLVED BY CENTRAL FLORIDA EXPRESSWAY AUTHORITY as follows:

- Section 1. ADOPTION. The current “Budget Policy” shall be amended in accordance with the attached “Operations, Maintenance and Administration Budget Policy” attached hereto as Exhibit “A”
- Section 2. CODIFICATION. This Resolution and Policy should be codified in section FIN-5 of the CFX Policies and Procedures.
- Section 3. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of November, 2015.

Welton G. Cadwell
Chairman

ATTEST: _____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

**Orlando-Orange County Central Florida Expressway Authority
Operations, Maintenance and Administration Budget Policy**

~~The Authority CFX~~ will set the Operations, Maintenance and Administration (OM&A) budget such that an excellent level of service is provided to ~~the toll-payers customers~~. As a percentage of projected revenue, the target budget shall be less than 25% of projected revenues.

The OM&A budget shall be presented and adopted by the Board prior to the beginning of each fiscal year. The budget when approved is approved in total and the total budget amount must not be exceeded. It is Management's responsibility to manage the budget. The Board will receive monthly reports indicating budget variances by Department.

Line items within Departments may be over or under the particular estimated amounts. The one exception to this is the travel line item. Per the Authority's Travel Policy, no Department is authorized to exceed its travel budget as adopted by the Board.

The Executive Director may transfer amounts ~~between Activities up to the cost center level as long as the individual totals of (Operations, Maintenance and Administration) as long as the total budget is not increased. are not adjusted without Board approval.~~


CONSENT AGENDA ITEM

#10

— CENTRAL FLORIDA EXPRESSWAY AUTHORITY —

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Renewal of Agreement with
Computer Aid, Inc., for
Information Technology Services
Contract No. 000939

Board approval is requested for the first renewal of the referenced contract with Computer Aid, Inc., (CAI) in the amount of \$125,000.00. The renewal period will be from May 1, 2016, to April 30, 2017, at the same hourly rates currently being charged by CAI under the original Contract.

CAI provides a pool of support personnel from which our Information Technology (IT) Department can draw, on an as-needed basis, when specialized technical support is required. Costs incurred will be charged against the IT budget.

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000939

THIS CONTRACT RENEWAL AGREEMENT (the "Renewal Agreement"), made and entered into this 12th day of November, 2015, by and between the Central Florida Expressway Authority, hereinafter called "Authority" and Computer Aid, Inc., hereinafter called "Contractor".

WITNESSETH

WHEREAS, the Authority and Contractor entered into a Contract Agreement (the "Original Agreement") dated January 24, 2013, with a Notice to Proceed date of May 1, 2013, whereby the Authority retained Contractor to perform information technology services in connection with the Authority's business operations; and

WHEREAS, pursuant to Article 3 of the Original Agreement, Authority and Contractor wish to renew the Original Agreement for a period of one (1) year;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Authority and Contractor agree to the first renewal of said Original Agreement beginning the 1st day of May, 2016 and ending the 30th day of April, 2017, at the cost of \$125,000.00, which amount restates the amount of the Original Agreement.

Contractor states that, upon its receipt and acceptance of Final Payment for Services rendered under the Original Agreement ending April 30, 2016, Contractor shall execute a 'Certificate of Completion of the Original Agreement and Acceptance of Final Payment' that waives all future right of claim for additional compensation for services rendered under the Original Agreement ending April 30, 2016.

All terms and conditions of said Original Agreement and any supplements and amendments thereto shall remain in full force and effect during the full term of this Renewal Agreement.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement by their duly authorized officers on the day, month and year set forth above.

COMPUTER AID, INC.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Authorized Signature

BY: _____
Director of Procurement

Print Name: _____

Title: _____

ATTEST: _____ (SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

LEGAL APPROVAL: _____
AS TO FORM General Counsel for the Authority

Witness (2) _____

CONTRACT NO. 000939

This Agreement entered into this 24th day of January, 2013, is by and between the Orlando-Orange County Expressway Authority ("AUTHORITY"), a body corporate and politic and agency of the State of Florida, having its principal place of business at 4974 ORL Tower Road, Orlando, Florida 32807 and Computer Aid, Inc. (CAI), a Pennsylvania corporation, having its principal place of business in Florida at ~~1451 West Cypress Creek Road, Suite 300~~, Ft. Lauderdale, Florida 33309 ("CAI").
6750 N. Andrews Ave., Suite 200

1. PURPOSE AND SCOPE

Whereas, AUTHORITY desires to retain CAI to perform information technology services on an ongoing basis in connection with AUTHORITY's business operations.

This Contract sets forth the terms and conditions under which CAI shall provide AUTHORITY time and materials or deliverable based services as defined in each Statement of Work, said services to be provided to AUTHORITY.

2. DEFINITIONS

A. ACCEPTANCE

Acceptance shall take the form of completed acceptance testing for deliverable work, in conformance with the requirements as set forth by the AUTHORITY in the applicable Statement of Work to CAI.

B. CONFIDENTIALLY

Notwithstanding anything in this Contract to the contrary, CAI acknowledges that AUTHORITY is a public agency of the State of Florida and as such, is subject to the requirements of Chapter 119, Florida Statutes, with regard to public records. Under no circumstances will AUTHORITY's compliance with the requirements of Chapter 119, Florida Statutes, constitute a breach of this contract or a violation of any copyright or other rights held by CAI. AUTHORITY agrees to acknowledge all legally allowable exemptions from Chapter 119's disclosure and public inspection and copying requirements, in the interest of protecting proprietary and confidential data (collectively, hereinafter, the "Chapter 119 Clause").

Subject to the foregoing, this contract includes proprietary and confidential data that shall not be disclosed outside AUTHORITY and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. This restriction does not limit any right to use information contained in this contract if it is obtained from another source without restriction.

C. DAYS

Unless specifically indicated otherwise, days mean regular business days that are not listed as official federal or state holidays.

D. DELIVERABLE(S)

Means the tangible embodiment of the product, service or result performed or provided by a CAI as described in the approved Statement of Work.

E. PARTY

A person or group involved in a legal contract.

F. SERVICE

Work done for others as an occupation or business.

G. STATEMENT OF WORK (SOW)

A Statement of Work means any incorporated, attached or subsequent document to an order which, upon acceptance by CAI in response thereto, shall be deemed a part of this Contract, and which describes the Deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment for which CAI shall be providing Services.

H. WORK PRODUCT

The discovery, creation or development of inventions, combinations, machines, methods, formula, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship (collectively, the "Work Product").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties hereto, intending to be legally bound, do hereby agree as follows:

3. TERM

The term of this Agreement shall be for three (3) years from the date of the Notice to Proceed from the AUTHORITY. Unless terminated by AUTHORITY or CAI giving written notice to the other not less than sixty (60) days prior to the end of its term, this Agreement may be renewed for two (2) additional one (1) year periods. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by CAI are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide CAI with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term.

4. SERVICES TO BE PROVIDED BY CAI

AUTHORITY shall issue a statement of work ("Statement of Work") for each project to be completed by CAI. The terms of each Statement of Work are incorporated herein by reference and will define the scope of work for a particular project assignment, the type of work, skill levels provided, location and approximate length of the project assignment, the applicable fee structure (e.g. fixed price, time and materials, or deliverable based), deliverable descriptions and due dates and criteria for successful completion and acceptance of the project assignment. Additional written and detailed technical specifications for the work to be performed may be attached to each Statement of Work as numbered exhibits. The Statement of Work shall be signed by both parties.

5. AUTHORITY RESPONSIBILITIES

AUTHORITY shall be responsible for providing those requirements as set forth in the Statement of Work.

6. FEES FOR SERVICES AND SUPPORT

AUTHORITY agrees to pay the charges as set forth in the Statement of Work. Additional expenses for materials and hardware may only be incurred by CAI and charged to AUTHORITY if prior written approval from AUTHORITY has been obtained. In the event any federal, state or local use, sales or other taxes or fees are assessed on, or in connection with, any of the services to be rendered herein, the amount of such tax or fee will be billed to AUTHORITY (excluding taxes based on CAI's net income). In the event that AUTHORITY approves overtime work under this Agreement, CAI will be compensated at overtime rates (time and one-half) for those positions required to be paid overtime under the Fair Labor Standards Act and governing state laws.

Fees for any renewal of this Agreement shall be at the then current rates charged by CAI for such services as outlined in Contract No. 973-561-06-1 between CAI and the State of Florida, and its renewal dated August 31, 2012, both of which are incorporated by reference as if fully set forth herein. Total fees incurred and paid under this Agreement shall not exceed \$350,000.00 (Three Hundred and Fifty Thousand Dollars) during the original three year period.

7. INSPECTION AND ACCEPTANCE OF DELIVERABLES

Acceptance of work performed for Time and Materials Statements of Work is the approval of the submitted timesheet. If AUTHORITY deems the work to be unacceptable AUTHORITY shall identify to CAI, in writing, the failure of the work to comply with the direction, provided listing all such errors and omissions with reasonable detail.

If, in the opinion of AUTHORITY, the work continues to not meet direction AUTHORITY shall have the option either to:

- (1) Request a replacement resource; or
- (2) Terminate the applicable Statement of Work and no further payment under it shall be rendered.

Acceptance of deliverables will occur in accordance with the deliverable approval plan and/or criteria set forth in the Deliverable Statement of Work. For Statements of Work where software is the deliverable, the deliverable approval plan must include an acceptance test plan. The acceptance test plan will provide for a final acceptance test, and may provide for interim milestone acceptance tests. Each acceptance test will be designed to demonstrate that the developed materials conform to the functional specification for the developed materials, if any, and/or the requirements of the Statement of Work. CAI shall notify AUTHORITY when the deliverable is completed and ready for acceptance testing. AUTHORITY will not unreasonably delay commencement of acceptance testing.

CAI shall certify, in writing, to AUTHORITY when a particular milestone, interim or final, is completed and ready for acceptance (hereinafter Acceptance). Unless otherwise agreed to in a Statement of Work, the Acceptance period shall be ten (10) days for interim milestones and thirty (30) days for final milestones. On or before the 10th day for interim milestones or 30th day for the final milestone, following receipt by AUTHORITY of CAI's certification of completion of a particular milestone, AUTHORITY shall either: (1) provide CAI with its written conditional acceptance of the developed materials in the completed milestone, subject to AUTHORITY's final acceptance or (2) identify to CAI, in writing, the failure of the developed materials to comply with the specifications, listing all such errors and omissions with reasonable detail.

If, in the opinion of AUTHORITY, the corrected developed materials still contain material failures, AUTHORITY shall have the option either to:

- (1) repeat the procedure set forth above; or
- (2) terminate the applicable Statement of Work and no further payment under it shall be rendered

If the AUTHORITY fails to notify CAI in writing of any failures in the developed materials within the applicable Acceptance period, the developed materials shall be deemed accepted.

8. CHANGES

At any time during the performance of a Statement of Work, AUTHORITY may request a change to the Statement of Work, CAI will make reasonable efforts to investigate the impact of the change request on the price, timetable, specifications, and other terms and conditions of the Statement of Work. If AUTHORITY is the requestor of the change, CAI will inform the requestor if there will be any charges for CAI's services in investigating the change request prior to incurring such charges. If AUTHORITY and CAI agree on the results of the investigation and any necessary amendments to the Statement of Work, the Statement of Work will be modified to take into account the agreed upon changes and the change will be implemented. If the parties cannot agree upon the results of the investigation or the necessary amendments to the Statement of Work, the change request will not be implemented.

Changes outside the scope of a Statement of Work shall not be accomplished until an amended Statement of Work or a new Statement of Work has been executed in accordance with the provisions of this Agreement.

9. BACKGROUND CHECKS / SECURITY POLICY

If requested by AUTHORITY, CAI will, at its expense, arrange for background checks for each of its employees, as well as the employees of any of its subcontractors. Background checks will include the following: (i) State Police Criminal History Record as governed by local code, and (ii) a drug test. Requests for additional background checks beyond those cited must be documented in the Statement of Work and will be charged to AUTHORITY. AUTHORITY may request a quote prior to the additional checks being performed and work commencing. Prior to any employee/subcontractor performing work for AUTHORITY, CAI shall provide written proof to AUTHORITY that such employee/subcontractor has not had positive responses to the criminal history and/or the drug test referenced above. Additionally, all CAI employees/subcontractors shall be bound by and adhere to the AUTHORITY's Security Policy, a copy of which is attached hereto and incorporated herein as Exhibit "A."

10. PAYMENT TERMS

AUTHORITY will be invoiced monthly for any charges incurred pursuant to the Statement of Work. Payment shall be due thirty (30) days after receipt of the invoice unless AUTHORITY notifies CAI of a billing dispute in writing prior to the payment due date.

11. TERMINATION

This Agreement may be terminated by AUTHORITY at any time with or without cause upon ten (10) days written notice to CAI. In the event of a termination of this Agreement, AUTHORITY shall be liable for any materials, articles, and work already furnished to AUTHORITY; for work performed to the date of termination; and for materials already purchased by CAI specifically for the performance of the project referenced herein unless the breach is caused by CAI. Upon final payment, AUTHORITY shall be entitled to all such materials or the product of any such work.

12. CONFIDENTIALITY

Subject to the Chapter 119 Clause at the beginning of this Contract, each party shall hold in confidence all materials or information disclosed to it in confidence hereunder ("Confidential Information") which are marked as confidential or proprietary, or if disclosed verbally, would ordinarily be regarded as confidential in the course of business on account of the nature of the information or the circumstances of its disclosure. Each party agrees to take precautions to prevent any unauthorized disclosure or use of Confidential Information consistent with precautions used to protect such party's own confidential or proprietary information, but in no event less than reasonable care. The obligations of the parties hereunder shall not apply to any Confidential Information which: (i) is no, or hereafter becomes, through no act or failure to act on the part of the receiving party, generally known or available; (ii) is known by the receiving party at the time of receiving such information; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party without use of any of the other party's Confidential Information, or (v) is non-exempt information under Chapter 119, Florida Statutes. Notwithstanding the foregoing, disclosure of Confidential Information shall also not be precluded if such disclosure is in response to a valid order of a court or other governmental body or otherwise required by law; provided, however, that

the responding party shall first have given notice to the other party hereto to enable such other party to timely seek a protective order or otherwise prevent such disclosure.

13. EMPLOYEE NON-SOLICITATION

During the term of this Agreement and for a period of twelve (12) months thereafter, neither Party may directly or indirectly through a third party (including, but not limited to, an associate, affiliate or group company), refer employment, solicit, offer employment nor employ the other Party's employees without the written consent of the other Party. AUTHORITY contracts with numerous consultants in connection with its IT activities and does not have an employer/employee relationship with said consultants. Therefore, AUTHORITY does not warrant or represent an employer/employee relationship with said consultants.

14. LIMITATION OF LIABILITY

CAI agrees that it will take necessary steps consistent with accepted business practices to safeguard programs, files and data from loss or damage due to inadvertent action by the computer system or by CAI personnel. AUTHORITY agrees that CAI is an independent contractor and is solely responsible for providing the services described in this Agreement.

AUTHORITY agrees that CAI shall not be liable to AUTHORITY for (1) any liability claims, loss, damages or expense of any kind arising directly or indirectly out of services provided herein unless caused by the gross negligence of CAI; or (2) for any consequential, exemplary, punitive, incidental, lost profits or lost opportunity or special damages (even if it has been advised of the possibility of such damages), however caused, and AUTHORITY agrees to indemnify and hold CAI harmless against such liabilities, claims, losses, damages (consequential or otherwise) or expenses, or actions in respect thereof, asserted or brought against CAI by or in right of third parties.

CAI's liability to AUTHORITY under any Statement of Work issued under this Agreement shall in no event exceed the amount of fees paid by CAI to AUTHORITY as of the date the alleged damages were incurred. This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for: a) bodily injury; b) damage to real property or tangible personal property for which CAI is legally liable; or c) CAI's indemnity of AUTHORITY for patent, copyright, trade secret, or trademark protection. In no event will CAI be liable for lost profits, lost revenue or lost savings unless otherwise stated and agreed to by AUTHORITY and CAI in the Statement of Work.

Notwithstanding the foregoing, CAI will indemnify and hold AUTHORITY harmless from and against any and all loss, damage, claims or liability resulting from personal injury or property damage caused by the gross negligence or willful misconduct of CAI or its employees or agents.

CAI shall be liable for all worker's compensation benefits, employment, wage, income and other taxes which may be payable by it on behalf of its employees and/or agents.

15. WARRANTY AND DISCLAIMER OF WARRANTIES

CAI warrants that the services performed under this Agreement will be of a quality conforming to generally accepted industry standards and practices.

Where specific Statements of Work pertain to software projects, CAI warrants all programs developed as part of the services described in the Statement of Work to be free of programming defects for a period of sixty (60) days from turnover to AUTHORITY. This Warranty will become null and void should any code turned over to AUTHORITY be modified by non-CAI personnel during the warranty period. CAI does not warrant that the functions contained in a program will meet AUTHORITY's requirements. However, each warranted program will conform, when CAI delivers it, to the program specifications, if applicable. This Warranty applies only if the program is executed in the specified operating environment. A program may not operate in the combinations which AUTHORITY selects for its use other than as set forth in the Statement of Work.

Where Statements of Work are for time and material services, CAI will operate under a Best Efforts Basis. Under a time and material Statement of Work, AUTHORITY's obligation for payment to CAI is unconditional (subject only to the work having been performed) and not contingent upon the work product of CAI staff. The acceptance criterion is solely the approval of weekly timesheets.

Where Statements of Work are for deliverable based services, CAI will operate under a Best Efforts Basis. Under a deliverables based Statement of Work, AUTHORITY's obligation for payment to CAI is conditional upon acceptance of each deliverable using the criteria as defined in the Statement of Work.

CAI DOES NOT MAKE ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY ARISING BY STATUTE OR OTHERWISE IN LAW, FROM A COURSE OF DEALING OR A USAGE OF TRADE, OR THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

AUTHORITY represents and warrants that it has valid ownership or licenses for all of the software with which CAI will work and/or perform services and that it is entitled to modify or alter said software and AUTHORITY will indemnify, defend and hold CAI harmless from and against all claims, demands, suits, actions or damages of any kind resulting from claims that AUTHORITY does not have the rights as represented herein.

16. OWNERSHIP OF WORK PRODUCT

CAI hereby agrees that AUTHORITY shall own all rights, title and interest, including but not limited to copyright, patent, trademarks, trade secrets, and all other intellectual property rights in any and all software, technical information, specifications, drawings, records, documentation, creative works, concepts, residual knowledge or data, written, oral or otherwise arising out of, related to or resulting from this Agreement ("Work Product").

CAI hereby agrees that the Work Product is being developed as a "work made for hire", provided the Work Product qualifies as such in accordance with the United States copyright laws. If, for any reason, CAI is ever held or deemed to be the owner of any intellectual property rights set forth herein in the Work Product, then CAI hereby irrevocably assigns to AUTHORITY all such

rights, title and interest and agrees to execute all documents necessary to implement and confirm the letter and intent of this section. To the extent that any intellectual property owned by CAI is incorporated into any Work Product, then CAI hereby grants an irrevocable, nonexclusive, fully paid-up license to AUTHORITY for the use of said intellectual property.

If CAI or one or more of its employees, consultants, representatives, subcontractors or agents (collectively called "Associates") first conceives, reduces to practice, makes or develops in the course of work performed under this Agreement any inventions, discoveries or improvements (collectively called "Inventions"), CAI hereby agrees to assign to AUTHORITY all of CAI's and its Associates' entire right, title and interest in and to such Inventions and any patents any country may grant thereon.

17. GOVERNING LAW

The validity, construction, interpretation and enforceability of this Agreement and the capacity of the parties shall be determined and governed by the laws of the State of Florida. The forum for any dispute or litigation arising out of this Agreement shall be in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida. The prevailing party in any litigation shall be entitled to recover its reasonable attorney's fees and costs from the other party. BOTH PARTIES HEREBY WAIVE THE RIGHT TO A JURY TRIAL AND AGREE TO SUBMIT ANY DISPUTE TO A JUDGE AS THE TRIER OF FACT.

18. ASSIGNMENT

Neither party may assign nor delegate any of the rights or obligations herein without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld.

19. RIGHTS AND REMEDIES

The rights and remedies provided each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation.

20. INSURANCE

CAI shall purchase and maintain insurance for protection from claims under the Worker's Compensation Act and other statutory employee benefit provisions which are applicable in the state in which this Agreement is being performed. CAI shall obtain and keep in force throughout the term of this Agreement, comprehensive general liability insurance to cover claims for damages because of bodily injury, including death, of AUTHORITY personnel and third parties and from claims for damage to property of AUTHORITY or third parties which may arise out of or result from CAI's performance of work under the Agreement whether such work be by CAI or by a subcontractor or anyone directly or indirectly employed by any of them. Such liability insurance shall have the following: single limit liability with a minimum amount of \$2,000,000 in coverage. Further, CAI shall maintain errors and omissions coverage in the minimum amount of \$1,000,000. CAI shall submit a Certificate of Insurance to AUTHORITY listing AUTHORITY as an additional

insured and stating that thirty (30) days prior written notice must be given to AUTHORITY before cancellation of the policy.

21. ENTIRE AGREEMENT

This Agreement together with the Exhibits attached hereto and referenced herein and any Statements of Work constitute the entire agreement between the parties and supersedes any prior agreements and there are no representations, warranties, commitments, agreements or understandings, verbal or otherwise, relative to its subject matter except as set forth herein and on said Exhibits. This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto.

22. ADVERTISING AND USE OF PROPRIETARY MARKS

CAI shall not use any AUTHORITY's name or refer to any AUTHORITY directly or indirectly, in any press release or formal advertisement without receiving prior written consent of AUTHORITY respectfully. In no event may CAI use a proprietary mark without receiving the prior written consent of AUTHORITY.

23. FORCE MAJEURE

Neither party shall be responsible for failure to meet its obligations under this Agreement if the failure arises from causes beyond the control and without the fault or negligence of the non-performing party. If any performance date under this Agreement is postponed or extended pursuant to this section for longer than thirty (30) calendar days, AUTHORITY, by written notice given during the postponement or extension, may terminate CAI's right to render further performance after the effective date of termination without liability for that termination.

24. NOTICES

Any notice, demand, request, or other communication (any "Communication") required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United States Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the several addresses indicated below or to such other addresses as may hereafter be indicated by notice delivered in accordance with the terms hereof to the other party:

If to CAI:

Contract Administrator
Computer Aid, Inc.
1390 Ridgeview Drive
Allentown, PA 18104-9065

If to AUTHORITY:

Joann Chizlett, Director of I.T.
OOCEA
4974 ORL Tower Road
Orlando, FL 32807

Copy to:

Gregg M. Feinberg, Esq.
Feinberg Law Office
1390 Ridgeview Drive, Suite 301
Allentown, PA 18104-9065

25. MISCELLANEOUS

All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except an assignment to a successor corporation of either one of the parties.

If the Party signing this Agreement is doing so as representative of either Party, that person guarantees and represents that they have the express authority to bind their respective Party.

If any of the provisions of this Agreement are ultimately deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining terms and provisions of this Agreement shall continue in full force and effect.

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. CAI's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that: (i) AUTHORITY fails to submit input data in the prescribed form or in accordance with the agreed upon schedules; (ii) special request by AUTHORITY or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule; (iii) AUTHORITY fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for CAI's performance hereunder. CAI will notify AUTHORITY of the estimated impact on its processing schedule, if any. In the event CAI is responsible for an error in processing AUTHORITY's data, CAI promptly will correct such error.

The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between senior staff/executives of the parties who have authority to settle the controversy.

The disputing party shall give the other party written notice of the dispute. Within twenty days after receipt of said notice, the receiving party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the executive who will represent that party. The executives shall meet at a mutually acceptable time and place within thirty days of the date of the disputing party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

In the event a dispute arising out of or related to this Agreement (on the Services performed thereunder) has not been resolved pursuant to the aforesaid procedure within sixty days of the initiation of such procedures, or if either party will not participate in the resolution procedure, such dispute shall be resolved by binding arbitration conducted pursuant to the Rules of the American Arbitration Association. The arbitration shall occur in Orange County, Florida.

If any dispute regarding CAI claims arising hereunder or relating to the Agreement (and CAI's services hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for CAI to be the prevailing party, CAI must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with the AUTHORITY, failing which the AUTHORITY will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CAI for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to the AUTHORITY (exclusive of interest, costs or expenses) on claims asserted by the AUTHORITY against CAI in connection with the Agreement, and (ii) any amount offered in settlement prior to initiation of CAI arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to the AUTHORITY by CAI (disputed by the AUTHORITY) which have not otherwise been resolved prior to the initiation of binding arbitration. CAI claims or portions thereof which the AUTHORITY agreed to pay or offered to pay prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If CAI submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CAI's claim(s).

Attorney's 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 through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the Florida State-Wide Guidelines.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

26. INDEPENDENT CONTRACTOR

It is expressly understood that CAI, its agents, successors and assigns are independent contractors and are not employees, officers, directors, agents, successors or assigns of AUTHORITY, and have no authority whatsoever to bind AUTHORITY, by contract or otherwise. CAI's personnel and subcontractors shall observe the working hours, working rules and policies of AUTHORITY while working on AUTHORITY's premises.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: *Paul Miller*
Director of Procurement

COMPUTER AID, INC.

By: *Kimberly Boyer*
Authorized Signature
Jennifer Boyer
Print Name
General Manager, CAE Florida
Title

Attest: *Lavern C. Dye* (Seal)
Secretary or Notary



LAVERN C. DYE
MY COMMISSION # DD 065702
EXPIRES: July 1, 2013
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

Joseph Hosiatoro
General Counsel for the Orlando-Orange County
Expressway Authority

RECEIVED
CONTRACTS DEPT
ces 3/20/13
SIGNATURE / DATE

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
INFORMATION TECHNOLOGY SERVICES
CONTRACT NO. 000939

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS

The undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.oocfa.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

Computer Aid, Inc.
Company Name

By: Shirley Boyer

Title: General Manager, CAI Florida

Orlando-Orange County Expressway Authority
Security Policy

Version 3.0

November 24, 2009



AMENDMENT REGISTER

Version No	Version Date	Amendment Description	Amended By
1.0	August, 2004	Original Version	Neal Jones, MSXI
1.1	November, 2005	Added Updates Required for PCI compliance	Bill Brownsberger, MSXI
2.0	October, 2006	Added Streaming Video and Audio Restrictions	Joann Chizlett
2.1	December, 2006	Added Instant Messaging Restriction	Bill Brownsberger, MSXI
2.2	May, 2008	Added file sharing and torrent sites Restrictlons	Joann Chizlett
2.3	October, 2009	Rewrite and Reformat	Rene Rodrigue
3.0	November, 2009	Draft to Final	IT / Finance Dept



I. Introduction to Security Policy

Computer information systems and communications networks are integral and critical parts of the Orlando-Orange County Expressway Authority's (Authority) business operations. The Authority has made a substantial investment to establish and protect these systems and the misuse of information or systems can do irreparable harm to the Authority, its employees and customers. It is therefore vital that all Authority staff and contractors commit to safeguarding these resources. Those who have access to Authority data are to use the utmost care in its protection from unauthorized disclosure, alteration, destruction or publication. Anyone responsible for the willful and negligent handling of the Authority's systems, data or equipment shall be properly disciplined, up to and including termination and/or filing of a complaint with law enforcement.

The Authority maintains many data files that are considered highly confidential from which negative consequences would ensue should the information be published or otherwise divulged negligently or maliciously. All confidential data must be treated as confidential with access limited to those whose access is required to perform their assigned duties. Staff is directed to implement security procedures that outline the care to be exercised by all employees and contractors related to Authority systems and equipment. In all cases where the correct course of action is uncertain, employees should always seek guidance from their supervisor or human resources representative. Contractors should seek guidance from their immediate supervisor and/or Authority contract point person.

The Authority reserves the right, without notice or warning, at any time, to audit and / or monitor the use of Authority systems, data and / or equipment for the purpose of ensuring compliance with this and other security related documents such as the 'Employee Security Guidelines Handbook' and 'Contractor Security Guidelines Handbook'.

II. Security Policy

- A. All computer system data and customer information that is maintained by the Authority, whether electronic or hardcopy, is considered to be confidential unless specifically defined as open to the public.
- B. All Authority employees and contractors are required to obtain written permission to disclose Authority information to anyone other than Authority employees or contractors who need the information to conduct their official business. All other requests for information, except for inquiries from the media, shall be routed through the Authority's Records Custodian who will determine if information is legally public record prior to its release. If there is any doubt as to the information's legal status, General Counsel shall be consulted. Requests for information from the media shall be routed through the Marketing and Communications Department.
- C. All employees and contractors must adhere at all times to the processes, procedures and guidelines as set forth in their respective 'Security Guidelines Handbook', i.e. the 'Employee Security Guidelines Handbook' or the 'Contractor Security Guidelines Handbook'. Failure to adhere with the provisions of these respective documents, as applicable to employee or contractor, could result in disciplinary action up to and including termination. Additionally, civil penalties and fines could also apply. The above documents are living documents and they will change from time to time in order to add, delete or modify processes, procedures and / or guidelines.
- D. Employees and contractors will only use Authority systems, information and equipment in a manner consistent with the employees and / or contractor's job function and requirements. Authority resources are to be used for Authority business only.
- E. You may not access or disseminate material that is offensive, harassing or illegal (ex. software piracy) in nature, including but not limited to material that disparages others based on race, religion, ethnicity,



OOCEA Security Policy

gender, sexual orientation, age, disability or political affiliation. In addition, you may not access or disseminate sexually explicit or sexually oriented messages, images or sounds.

- F. Employees will only utilize software provided and installed by the Authority's Information Technology Department. Additionally, you may not acquire, use, reproduce, transmit or distribute any controlled information including computer software and data, privacy information, copyrighted or trademarked material or material with other intellectual property rights or proprietary information without the IT Department's authorization.
- G. All systems and equipment (workstations, laptops, desktops, servers, etc.) shall be secured and password protected when not attended.
- H. For all systems under the control of the IT Department, the Administrator (admin) accounts cannot be disabled or altered in any way except by LAN Administrator or HelpDesk personnel. Any exception must be approved in writing by the IT Department.
- I. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.
- J. All contractors who have access to sensitive and / or confidential information, including customer information, will be bonded by their employers and proof of such shall be available to the Authority upon request.
- K. All employees will undergo a background check prior to employment and may be rechecked at any time during the employee's tenure.
- L. All employees are required to attend, on an annual basis, security awareness training.

III. Director and Deputy Director Responsibilities

- A. Ensure that all personnel under their supervision are aware of and comply with policies and procedures as related to the individual's job function.
- B. Supervisors must ensure each of their reports receives from Human Resources a copy of this policy and the respective employee or contractor version of the 'Security Guidelines Handbook'. Employees and contractors are to acknowledge in writing both receipt and understanding of the requirements of the respective document. The signed acknowledgement is to be placed in either the employee's personnel file or contractor's file as applicable. Acknowledgement and receipt must occur on an annual basis.
- C. Ensure proper disciplinary processes are followed when violations of this and other security procedures occur.



**Orlando-Orange County Expressway Authority
Contractor Security Guidelines Handbook**

Version 3.1

February 10, 2010



AMENDMENT REGISTER

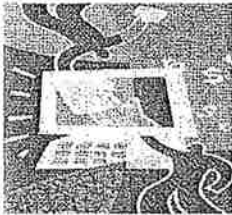
Version No	Version Date	Amendment Description	Amended By
1.0	August, 2004	Original Version	Neal Jones, MSXI
1.1	November, 2005	Added Updates Required for PCI compliance	Bill Brownsberger, MSXI
2.0	October, 2006	Added Streaming Video and Audio Restrictions	Joann Chizlett
2.1	December, 2006	Added Instant Messaging Restriction	Bill Brownsberger, MSXI
2.2	May, 2008	Added file sharing and torrent sites Restrictions	Joann Chizlett
2.3	February, 2009	Rewrite and Reformat	Rene Rodrigue
3.0	November, 2009	Draft to Final	Rene Rodrigue
3.1	February, 2010	Vendor Exceptions	Rene Rodrigue

Signature: Director of IT

Date:



1. Security. It's more than you might think.



Security is more than just your username and password. It's a work style in which, as contractors, you are conscious of actions and scenarios that provide opportunity for harm. Potential security risks arrive in many different forms: physical access, hard copy documents, soft copy documents, emails, system breaches, mobile media (CD's, DVD's, tapes, file sharing, file transfers), mobile networking and telephony just to name a few. Security is not just about protecting data processing resources; it's also about protecting information. Resource outages are costly both in lost productivity and lost revenue. It affects the level of service provided to OOCEA's clients.

Information loss, most notably theft, raises the level of damages incurred as this not only affects OOCEA, but also has the possibility to inflict harm on OOCEA's clients. New threats to information security are introduced each and every day. As such, this document cannot possibly account for all situations that may arise as you perform your daily job functions. The most important point to remember is: if you are ever unsure of the proper course of action to take in a given situation or you believe a security breach has occurred, consult your supervisor immediately.

1.1. Why is security important to the OOCEA?

OOCEA's clients depend on you to help ensure the safety of the information they provide. Whether that information is provided via fax, online through the web, postal or through the telephone, the client is entrusting you to handle that information securely. OOCEA works extremely hard to maintain a reputation within the community that is respected and admired. Loss of public confidence as a result of preventable security breaches can take months if not years to repair.

1.2. Why should security be important to you?



By safeguarding OOCEA information resources, you are doing your part to protect the tools necessary to perform your job functions in addition to helping ensure that OOCEA can continue its mission. There may also be federal and local laws that govern the proper use of resources and information. You could be held personally accountable and perhaps fined or even jailed for security violations or lack of due diligence. OOCEA reserves the right to take appropriate disciplinary action up to and including termination when abuses occur. Remember, if there is ever a situation in which you are unsure as to the proper course of action, consult your immediate supervisor.



2. Contractor Responsibilities.

2.1. What are my responsibilities?



Part of the goal of the security program is to ensure that everyone understands and accepts the vital role they play as individuals in protecting OOCEA's resources. Whether you're an employee, contractor or intern, information and resource security starts with you. Contractors are defined under this policy as anyone who is not an OOCEA employee and who has access to OOCEA's information and computing resources.

Your responsibilities are listed in greater detail later on so be sure to read and familiarize yourself with the entire document; however, the following is a summary of some of your responsibilities:

- You must periodically review, understand and accept your information and resource security responsibilities.
- You must maintain awareness of information and security policies by participating in OOCEA's security training program and reviewing this handbook. This item does not apply to vendors providing 'ad hoc' support such as upgrades, troubleshooting or configuration services.
- You should discuss with your supervisor any security policies or procedures you do not understand.
- You must protect OOCEA information in your possession from theft, loss, damage and unauthorized activities including disclosure, modification, deletion and misuse. Immediately report any loss, theft or damage to resources.
- You must obtain, use or disclose OOCEA information only in an authorized fashion and only for authorized purposes.
- You must exercise due diligence to prevent accidental modification, deletion or erroneous input of data.
- You must act responsibly so as to ensure the ethical use of OOCEA information resources.

3. Suspected Breaches. What should you do?

3.1. What constitutes a violation?

As above, you should immediately report any suspected breach of OOCEA's security policy to your supervisor. If your supervisor is unavailable, then follow your escalation procedures. By reporting the suspected incident immediately, you may help lessen the impact to OOCEA and its customers.

- A suspected breach is any incident or activity that has occurred or is in progress which threatens the integrity, availability or confidentiality of OOCEA's computing resources and/or the information stored within. Incidents also include any nonobservance of OOCEA's security policies.
- Examples include: a) unauthorized use or access of data b) loss or theft of laptops and/or mobile devices c) unauthorized disclosure, modification or destruction of information.



4. Resource Auditing and Monitoring.

OOCEA reserves the right to audit and monitor the use of information resources at any time to ensure accountability of those resources and to detect and proactively scan for violations. It is imperative that you understand that OOCEA may monitor use of its resources at any time.

4.1. Privacy.



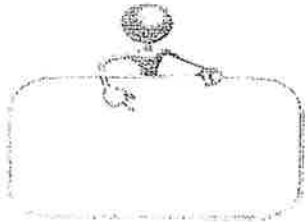
You should not have any expectation of privacy or anonymity while using OOCEA information resources, including but not limited to electronic mail, Internet access, written communications, telephone conversations, etc. Use of OOCEA's resources constitutes consent to monitoring, storage, retrieval or disclosure of any information transmitted, stored or received on and/or within OOCEA's resources.

Avoid the use of OOCEA resources for anything you wish to keep private.

5. Acceptable Use of OOCEA Resources

With acceptable use guidelines, you are generally more concerned with what is not acceptable as opposed to what is acceptable. Good judgment, common sense and restraint all play key roles in keeping your actions within acceptable use parameters. Obviously, authorized use includes official use which is in accordance with your job functions and responsibilities.

5.1. What is Acceptable?



- Use of OOCEA's electronic mail, telephone systems and Internet access for personal needs while allowed should be limited and should not incur any cost to OOCEA (e.g. non-emergency personal long distance phone calls). The use of such resources should not come at the expense of your primary job duties and responsibilities.
- When using the resources above for personal reasons understand that OOCEA may audit or monitor the use of said resources. As stated before, if you desire a communication be kept private, do not utilize OOCEA resources.
- If ever a situation or circumstance is not documented within this document, by OOCEA or your department, seek guidance from your supervisor.

5.2. What Is Not Acceptable?

What is not acceptable?

- You may not use OOCEA information systems to maintain or support a personal private business for anyone, including yourself. This prohibition includes personal activities that are for commercial purposes, that support "for profit" activities or are intended to generate income, or that support other outside employment or business activity for pay, sales or administration of business transactions, sale of goods or services, etc.



5.2 What Is Not Acceptable? cont'd

- You may not access or disseminate material that is offensive or harassing in nature, including material that disparages others based on race, religion, ethnicity, gender, sexual orientation, age, disability or political affiliation.
- You may not access or disseminate sexually explicit or sexually oriented messages, images or sounds.
- You may not acquire, use, reproduce, transmit or distribute any controlled information including computer software and data, privacy information, copyrighted or trademarked material or material with other intellectual property rights or proprietary information without authorization.
- You may not disseminate trade secrets or business sensitive information, except as permitted by law or regulation, including posting agency information to external newsgroups, bulletin boards, blogs or other public forums without authorization.
- You may not store, transmit or process confidential data except as authorized.
- You may not conduct any personal activity that could create the perception that the communication was made in your official capacity as an OOCEA contractor or employee, unless appropriate OOCEA approval has been obtained.
- You may not access, create or download material related to illegal activities (e.g. gambling, illegal file swapping, software piracy, etc.)
- You may not perform any action that would otherwise go against OOCEA's Code of Conduct.
- You may not send unsolicited email messages such as spam and/or create copy, transmit or retransmit chain letters or other unauthorized mass mailings, regardless of the subject matter.
- You may not use OOCEA's systems as a platform to gain unauthorized access to data or other systems.
- You may not access information resources, data, equipment or facilities in breach of any restriction on use. You may not access OOCEA resources that are not necessary for the performance of your duties.
- You may not make unauthorized changes to OOCEA computer resources, including installation of unapproved software or interference with security measures (e.g. modification to audit trails or antivirus software).
- You may not add components or devices (e.g. PDAs, cameras, zip drives etc.) to OOCEA desktops and/or laptops without approval from the IT department.
- You may not copy proprietary software or licenses or OOCEA business data for personal or other non-OOCEA use.



5.2 What Is Not Acceptable? cont'd

- You may not perform unauthorized security scanning, network monitoring or data interception that is not part of your regular job duties.
- You may not use another person's computer account under any circumstances. In addition, you may not use another person's computer unless it is required as part of your job function, i.e. you are the lan administrator or Help Desk support.
- You may not reveal system passwords to anyone who is not specifically authorized to use them. This includes revealing account passwords to others, including family and other household members, when OOCEA work is being done at home.
- You may not knowingly, without authorization, introduce a program into OOCEA's environment that could hamper normal computer operations (e.g. virus, spyware, malware, worm)
- You may not intentionally corrupt or damage any information resource.
- You may not remove any OOCEA resource from OOCEA premises without authorization.
- You may not deny or interfere with the legitimate use of resources by other OOCEA personnel.
- You may not otherwise break any existing information security law, rule, regulation, OOCEA policy or implementing procedure.
- The use of instant messaging (e.g. Windows Messenger) is strictly forbidden unless specifically approved by OOCEA's IT Director.
- The use of file sharing and torrent sites (e.g. downloadable software, movies, music, video, file sharing, etc.) is strictly prohibited. These sites pose a significant security risk to OOCEA's information resources.
- You may not conduct any personal use that could cause congestion, delay or disruption of service to any OOCEA resource. Streaming audio (music, radio stations) and/or video (web cams, YouTube, etc) and others such as Internet games and sports are a small sample of prohibited uses.
- You may not disable or alter in any manner, including password changes, the Administrator (admin) account on any system under the control of the IT Department. This includes your workstation (desktop) and / or laptop.
- For individuals working with E-PASS customers, no unencrypted PANs (Personal Account Number /Credit Card Number) may be sent over any end-user messaging, i.e. email, chat, IM (Instant Messaging), Windows Messenger, text messaging, etc.



6. Access to OOCEA Resources.

6.1. Screening and Authorization

You may only access resources to which you have been authorized and you may not circumvent the permissions granted to your accounts in order to gain access to unauthorized information resources.

Access to OOCEA resources is limited to those persons who have been appropriately screened and authorized. Any access granted to you to OOCEA resources will be based on the requirements of your job function. The three bullet items listed below, under Section 6.1, do not apply to vendors providing ad hoc support such as upgrades, troubleshooting or configuration services.

- Contractors will undergo a background check before their employment status is finalized.
- Contractors must have either a background security check on file or must be bonded by their employer in favor of OOCEA to cover any damages resulting from a security violation caused by one or several of their employees.
- Contractors who are responsible for the configuration of network security devices (e.g. firewalls) will read and follow the "Guidelines on Firewalls and Firewall Policy" issued by NIST. Special Publication 800-41. Available at www.nist.gov.

6.2. Passwords and UserIDs

OOCEA reduces the risk of excessive or unauthorized disclosure of its information resources through the application of userIDs and passwords. Your access to OOCEA information resources is limited to the access required for you to perform your job duties. You are responsible for safeguarding your username and password. Choosing passwords which are easily guessed or inappropriately storing username and password combinations can be subject to disclosure and misuse by unauthorized persons.

6.3. Guidelines for Choosing an Effective Password.

You will be held responsible for any activity initiated by your userID and password. In order to help protect your logon credentials, adhere to the following rules:

- In the event of a breach, real or suspected, change your password immediately.
- Do not lend or divulge your userID/password to other persons.
- Change your password immediately upon your initial logon and then again every 90 days. If you suspect your password has been compromised, you should change your password immediately and notify your supervisor.
- Never make your password visible on a screen, in written form (e.g. sticky notes) or on any other device unless it is secured in an approved, locked area.
- Never hide your passwords in seemingly clever places (e.g. under keyboards, under desk tops, behind pictures, under mouse pads, etc.).
- When leaving your computer for longer than a brief moment and always when leaving the physical area, you must either logout or invoke another security mechanism such as a password protected screensaver.
- Never disclose passwords in electronic mail.



7. Remote Access



- Avoid using the "remember password" features on websites.
- Your password should be at least 8 characters and contain a combination of letters, numbers and special characters.
- You may not use the same password at OOCEA that you use for non-OOCEA accounts (e.g. personal accounts at home).
- Your password cannot be reused for at least four changes. If your password has at one time been compromised, it may never be reused.
- You may not use passwords that contain your login id. For example, if your login is your last name, first initial and middle initial, (e.g. smithcm, for Charlie Michael Smith), you must not use 7RTsmithcm.
- You may not use a null password, i.e. a blank password.
- Your password should not contain any proper noun or the name of any person, pet or fictional character.
- Your password should not be any word contained in any dictionary regardless of the language.
- Your password should not contain any employee or contractor id, serial number, social security number, birth date, telephone number or any personally identifiable information about the creator of the password.

What is remote access? Anytime you are not directly connected to OOCEA's network, you are using remote access. You could be connected via the Internet from home, a hotel or other location. You could be utilizing a dialup connection. Remote dialup always poses an increased risk to an organization. Approval must be obtained from the IT Department for any remote access. Upon approval, instructions will be provided for establishing a secure connection to the network.

When using remote access methods you must:

- Observe all of the same security policies when accessing OOCEA information resources remotely that you would while at the office.
- Personal equipment, such as a home computer, used to connect to OOCEA's information resources must have an approved antivirus program installed and be configured with the latest software updates. Definition files must remain up to date.
- Storage of OOCEA confidential customer information on non-OOCEA computers is strictly prohibited.
- You must protect your remote access credentials in the same manner as afforded your userIDs and passwords.
- You must not remain connected while your remote access device (e.g. home computer) is unattended by you. Your session and vpn connection must only be connected while doing authorized work.
- Immediately report any suspected unauthorized use of your remote access account.



8. Mobile Computing

- See "Wireless Networking" if you have or intend to you a wireless device for remote access.

Mobile computing involves any device that is "mobile" in nature and can store or process information. For example, laptops, PDAs (e.g. Blackberry) and test equipment such as network sniffers and/or analyzers are considered mobile devices.

- You must take all reasonable precautions to protect mobile devices from loss, theft, tampering and damage. Immediately report any loss, theft, tampering or damage to your supervisor.
- You must ensure the device is not used by unauthorized persons or for unauthorized purposes.

9. Electronic Mail

Electronic mail is one of the most popular vehicles for infecting systems. By exercising even a small amount of caution, OOCEA's risk from this avenue can be greatly reduced.

- You are not permitted to use OOCEA email systems for any prohibited purposes.
- Do not open attachments from senders you do not recognize or attachments which you are not expecting.
- SPAM and chain letters are strictly forbidden.
- You should report suspicious emails to the IT Department. DO NOT forward the email.
- If you suspect your machine has been infected, power it off or disconnect the network connection immediately.
- Use extreme caution when releasing your OOCEA provided email address to sites on the Internet. Release of this information should be limited to business partners and/or vendors.



10. A Word About Viruses.

Ever spent an entire day rebuilding a PC that's been compromised by malicious software or paid someone else to do it? Imagine the potential destructive nature of viruses in an organizations infrastructure. Being diligent in protecting OOCEA from malicious software requires everyone's participation not just the IT Department's. Do your part.

- You are prohibited from unloading, disabling or removing antivirus software for any reason unless doing such is a necessary part of your job function (e.g. You are the HelpDesk specialist and you must remove the antivirus software before an upgrade or migration to another antivirus software package can begin).
- As before, any computer used for remote access to OOCEA's network must have approved antivirus software and the latest updates installed. Definitions must be up to date.
- Power off, unplug or disconnect the network connection of your computer if it becomes infected or you suspect it has been infected.
- Again, never open any files attached to an email from an unknown, suspicious or untrustworthy source. Delete the attachments and empty the trash folder. Clear the recycle bin as well.
- Delete spam, chain and other junk mail without opening it or forwarding it.
- Do not download files from unknown or suspicious sources. If a site requests a program be installed, CANCEL the installation.
- Perform a scan on all downloaded files or portable media brought in from outside of OOCEA.

11. Storage Media Protection.

Storage devices are ever increasingly mobile today. Memory sticks, also known as flash drives, as well as external hard drives can be easily purchased. USB connectivity makes these drives plug-n-play anywhere. This along with CDs, DVDs, Zip drives and tapes pose a potential risk. All of these technologies must be handled, stored, and when the time arrives, disposed of properly in order to protect the data they may contain. You must adhere to the following guidelines when handling OOCEA information:

- All storage media used outside OOCEA's environment must be scanned for viruses prior to use.
- You are responsible for backups of any data which is not stored on an OOCEA server (e.g. you've stored information on your local C:\ drives as opposed to one of the file servers).
- You must immediately report the loss, theft, tampering or unauthorized access or damage of any storage media that contains confidential information.



12. Wireless Networking

OOCEA does not permit the use of wireless networking at its facilities. Contractors are strictly forbidden from connecting any wireless router / switch (e.g. LinkSys, Belkin, Dlink, Netgear etc.) at OOCEA's facilities. With that stated, OOCEA recognizes that contractors may have wireless networking devices in use at home. Wireless devices require additional measures to help ensure the protection of OOCEA's resources when connecting remotely.

Are the terms "mac address filtering", WPA, WPA2, WEP and SSID broadcasting completely foreign to you? Before remotely connecting to OOCEA's network via a wireless connection, you are required to:

- Obtain approval from your Immediate supervisor stating the need for remote access.
- Safeguard wireless devices in your possession by at a minimum disabling SSID broadcast, enacting mac address filtering and employing an encryption algorithm such as WPA or WPA2. See the IT Department if you have questions concerning this requirement.
- Personal equipment, such as a home computer, used to connect to OOCEA's information resources must have an approved antivirus program installed and be configured with the latest software updates. Definition files must remain up to date.

13. Physical Access

Have you ever walked into a computer room and seen someone you didn't know? After gaining access to your workplace environment, have you ever held the door open for a stranger walking behind you and assumed they had a right to be there. No one is suggesting that you demand identification for everyone you do not know or that you endanger your own personal safety. As a public entity, many guests will visit OOCEA facilities; however, situations such as the following should raise your awareness:

- Never grant access to an unfamiliar individual or group of individuals through side doors. Anyone you are unfamiliar with who is requesting access to the building should be directed to the lobby entrance.
- If you are approached by unknown individuals within the building and asked for access to restricted areas, always request their OOCEA contact point and notify this individual(s). Never grant access simply on the basis of being given an employee / contractor / contact name within OOCEA.
- Report any stolen or lost security badge immediately to the Facilities Department.
- Never share your pin with anyone.
- When visitors outside of OOCEA's environment are expected in your area, remove any confidential information from plain view. This includes printer output that you may have left on the printer or tray box. In addition, if viewing confidential information, monitors should be positioned in a manner to obstruct viewing by unauthorized persons.



14. What else can I do?

- Always password-protect your systems when leaving the area, even if for a brief moment. Extra diligence with this precaution should be taken when outside contractors, vendors or visitors are in the area.
- As always, common sense plays a critical role in protecting the physical boundaries of OOCEA's environment. With that stated, you must immediately report any suspicious activity, incident or condition to your supervisor.

Above all else, stay informed and become a security conscious individual. This document cannot account for all the possible threats or actions that can put OOCEA's information resources at risk. If there is ever a situation or action you are unsure of, consult your immediate supervisor.

You can further protect OOCEA, its clients and yourself by visiting sites such as <http://www.ftc.gov/bcp/menus/consumer/tech/privacy.shtm> and <http://www.ftc.gov/spam/> to learn more about security topics.

15. Florida in the Sunshine Law

As a contractor, understand the Orlando-Orange County Expressway Authority is a local government agency subject to the requirements of the "Florida in the Sunshine Law". With that understanding, all email, originating from or sent to an Orlando-Orange County Expressway Authority owned resource, is considered public record. This includes but is not limited to all email downloaded to the Authority from webmail and similar applications. You should exercise caution when storing information that originated outside of the Authority on a system owned by the Authority as said information could be subject to "Florida in the Sunshine Law" regulations

Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > [Information Technology \(IT\) Consulting Services](#) > [Amendments and Memorandums](#) > Amendments - Amendment 14 (28 August 2015)

Amendment 14 (28 August 2015)

August 28, 2015

AMENDMENT NO.: (973-561-10-1) – 14

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services

The above mentioned Contract is renewed effective September 1, 2015 through February 29, 2016 with the following contractors:

1.
 1. 22nd Century Staffing, Inc.
 2. 3k Technologies, LLC
 3. 4 Corner Resources LLC
 4. A.L. JACKSON & COMPANY, P.A.
 5. AAJ Computer Services, Inc.
 6. Acacia Consulting, Inc.
 7. Accenture, LLP
 8. Acclaim Systems
 9. AceApplications, LLC
 10. ADO Staffing, Inc.
 11. Advanced Data Solutions, Inc.
 12. Advanced Data Systems, Inc.
 13. Advanced MarketPlace, Inc.
 14. Advanced Systems Design, Inc.
 15. Aequor Technologies, Inc.
 16. Aesir Software, Inc.
 17. ALFA GL, INC.
 18. Alltech Consulting, Inc.
 19. Alluvion Staffing, Inc.
 20. Alpha Technologies Inc.(USA)
 21. Aluise and Associates, Inc.

22. AP Professional Services
23. Aptuity Solutions, Inc.
24. AR International Enterprises, Inc. dba American Recruiting and Consulting Group
25. Ardent Technologies, Inc.
26. ArnAmy, Inc.
27. Ashvins Group
28. AST Corporation
29. ASYSCO, Inc.
30. AT&T Corp
31. Atkins, North America, Inc.
32. Atlantic Data, Inc.
33. Auxis, LLC
34. Bahwan CyberTek, Inc.
35. Bay Systems, Inc.
36. BEACON SYSTEMS, Inc.
37. BLM Technologies of Florida, LLC
38. Brandt Information Services, Inc.
39. Brightwing
40. Business & Technology Resource Group
41. Business Information Technology Solutions.com, Inc. dba ABTSolutions
42. CanDoTech Consulting, Inc.
43. Capgemini Government Solutions, LLC
44. Capital Technology Partners
45. Carney Solutions, Inc.
46. Catapult Systems, Inc.
47. Celer Systems, Inc.
48. Centurion, Inc.
49. CGI Technologies and Solutions, Inc.
50. CIBER, Inc.
51. Citizant, Inc.
52. CNC Consulting, Inc.
53. Cogent Infotech Corporation
54. Colyar Consulting Group, Inc.
55. CommerNet
56. CompuGroup Technologies Inc.
- 57. Computer Aid, Inc.
58. Computer Professional Staffing, Inc.
59. Computer Training & Consulting LLC
60. Computer Tutors, USA
61. Configuration Management, Inc.
62. Consultancy By Kingfisher, Inc.
63. Consulting Solutions Int'l
64. Consultis of Boca Raton, Inc.

Department of Management Services

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Amendment 11 (28 August 2014) Revised October 22, 2014

August 29, 2014

AMENDMENT NO.: (973-561-10-1) - 11

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services

The above mentioned Contract is renewed effective September 1, 2014 through August 31, 2015 with the following contractors:

1. 22nd Century Staffing, Inc.
2. 3k Technologies, LLC
3. 4 Corner Resources LLC
4. A.L. JACKSON & COMPANY, P.A.
5. AAJ Computer Services, Inc.
6. Acacia Consulting, Inc.
7. Accenture, LLP
8. Acclaim Systems
9. AceApplications, LLC
10. ADO Staffing, Inc.
11. Advanced Data Solutions, Inc.
12. Advanced Data Systems, Inc.
13. Advanced MarketPlace, Inc.
14. Advanced Systems Design, Inc.
15. Aequor Technologies, Inc.
16. Aesir Software, Inc.
17. ALFA GL, INC.
18. Alltech Consulting, Inc.
19. Alluvion Staffing, Inc.
20. Alpha Technologies Inc.(USA)
21. Aluise and Associates, Inc.
22. AP Professional Services
23. Aptuity Solutions, Inc.
24. AR International Enterprises, Inc. dba American Recruiting and Consulting

Group

25. Ardent Technologies, Inc.
26. ArnAmy, Inc.
27. Ashvins Group
28. AST Corporation
29. ASYSCO, Inc.
30. AT&T Corp
31. Atkins, North America, Inc.
32. Atlantic Data, Inc.
33. Auxis, LLC
34. Bahwan CyberTek, Inc.
35. Bay Systems, Inc.
36. Bayshore Technologies, Inc.
37. BEACON SYSTEMS, Inc.
38. BLM Technologies of Florida, LLC
39. Brandt Information Services, Inc.
40. Brightwing
41. Business & Technology Resource Group
42. Business Information Technology Solutions.com, Inc. dba ABTSolutions
43. CanDoTech Consulting, Inc.
44. Capgemini Government Solutions, LLC
45. Capital Technology Partners
46. Carney Solutions, Inc.
47. Catapult Systems, Inc.
48. Celer Systems, Inc.
49. Centurion, Inc.
50. CGI Technologies and Solutions, Inc.
51. CIBER, Inc.
52. Citizant, Inc.
53. CNC Consulting, Inc.
54. Cogent Infotech Corporation
55. Colyar Consulting Group, Inc.
56. CommerNet
57. CompuGroup Technologies Inc.
58. Computer Aid, Inc.
59. Computer Professional Staffing, Inc.
60. Computer Training & Consulting LLC
61. Computer Tutors, USA
62. Configuration Management, Inc.
63. Consultancy By Kingfisher, Inc.
64. Consulting Solutions Int'l
65. Consultis of Boca Raton, Inc.
66. Convergence Consulting Group
67. Cook Systems International
68. COOLSOFT LLC

Department of Management Services

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Amendment 10 (30 August 2013)

August 30, 2013 (revised September 3, 2013)

AMENDMENT NO.: (973-561-10-1) – 10

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services

The above mentioned Contract is renewed effective September 1, 2013 through August 31, 2014 with the following contractors:

1. 22nd Century Staffing, Inc.
2. 3k Technologies, LLC
3. 4 Corner Resources LLC
4. A.L. JACKSON & COMPANY, P.A.
5. AAJ Computer Services, Inc.
6. Acacia Consulting, Inc.
7. Accenture, LLP
8. Acclaim Systems
9. AceApplications, LLC
10. ADO Staffing, Inc.
11. Advanced Data Solutions, Inc.
12. Advanced Data Systems, Inc.
13. Advanced MarketPlace, Inc.
14. Advanced Systems Design, Inc.
15. Aequor Technologies, Inc.
16. Aesir Software, Inc.
17. ALFA GL, INC.
18. Alltech Consulting, Inc.
19. Alluvion Staffing, Inc.
20. Alpha Technologies Inc.(USA)
21. Aluise and Associates, Inc.
22. AP Professional Services

23. Aptuity Solutions, Inc.
24. AR International Enterprises, Inc. dba American Recruiting and Consulting Group
25. Ardent Technologies, Inc.
26. ArnAmy, Inc.
27. Ashvins Group
28. AST Corporation
29. ASYSCO, Inc.
30. AT&T Corp
31. Atkins, North America, Inc.
32. Atlantic Data, Inc.
33. Auxis, Inc.
34. Bahwan CyberTek, Inc.
35. Bay Systems, Inc.
36. Bayshore Technologies, Inc.
37. BEACON SYSTEMS, Inc.
38. BLM Technologies of Florida, LLC
39. Brandt Information Services, Inc.
40. Brightwing
41. Buffer, Inc.
42. Business & Technology Resource Group
43. Business Information Technology Solutions.com, Inc. dba ABTSolutions
44. CanDoTech Consulting, Inc.
45. Capgemini Government Solutions, LLC
46. Capital Technology Partners
47. Capitol Systems, Inc.
48. Carney Solutions, Inc.
49. Catapult Systems, Inc.
50. Celer Systems, Inc.
51. Centurion, Inc.
52. CGI Technologies and Solutions, Inc.
53. CIBER, Inc.
54. Citizant, Inc.
55. CNC Consulting, Inc.
56. Cogent Infotech Corporation
57. Colyar Consulting Group, Inc.
58. CommerNet
59. CompuGroup Technologies Inc.
60. Computer Aid, Inc.
61. Computer Professional Staffing, Inc.
62. Computer Training & Consulting LLC
63. Computer Tutors, USA
64. COMSYS Information Technology Services
65. Configuration Management, Inc.
66. Consultancy By Kingfisher, Inc.

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Amendment 7 (31 August 2012)

August 31, 2012 (revised September 28, 2012)

AMENDMENT NO.: (973-561-10-1) - 7

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

SUBJECT: Contract No. 973-561-10-1

TITLE: IT Consulting Services

The above mentioned Contract is renewed effective September 1, 2012 through August 31, 2013 with the following contractors:

1. 22nd Century Technology, Inc.
2. 3k Technologies, LLC
3. 4 Corner Resources, LLC
4. AAJ Computer Services, Inc.
5. Acacia Counsulting, Inc.
6. Accenture, LLP
7. Acclaim Systems, Inc.
8. AceApplications, LLC
9. Advanced Data Systems, Inc.
10. Advanced Data Solutions
11. Advanced MarketPlace, Inc.
12. Advanced Systems Design, Inc.
13. Aequor Technologies, Inc.
14. Aesir Software, Inc.
15. A. L. JACKSON & COMPANY, P.A.
16. Alltech Consulting, Inc.
17. ALFA GL INC
18. Alpha Technologies, Inc.(USA)
19. Aluise and Associates, Inc.
20. Animus Solutions, Inc.

21. AP Professional Services
22. Aptuity Solutions, Inc.
23. Ardent Technologies, Inc.
24. AR International Enterprises, Inc. dba American Recruiting and Consulting Group
25. ArnAmy, Inc.
26. Asevotech, LLC
27. Ashvins Group
28. AST Corporation
29. Atkins, North America, Inc.
30. Atlantic Data, Inc.
31. ASYSCO, Inc.
32. AT&T Corporation
33. Axos Technologies, Inc.
34. Auxis, Inc.
35. Bahwan CyberTek, Inc.
36. Bay Systems, Inc.
37. Bayshore Technologies, Inc.
38. Beacon Systems, Inc.
39. BLM Technologies of Florida, LLC
40. Brandt Information Services, Inc.
41. Brightwing (MEC Personnel Consultants)
42. Buffer, Inc.
43. Business & Technology Resource Group
44. Business Information Technology Solutions.com, Inc. dba ABTSolutions
45. CanDoTech Consulting, Inc.
46. Capgemini Government Solutions, LLC
47. Capital Technology Partners
48. Capitol Systems, Inc.
49. Carney Solutions, Inc.
50. Catapult Systems, Inc.
51. Celer Systems, Inc.
52. Centurion, Inc.
53. CGI Technologies and Solutions, Inc.
54. CIBER, Inc.
55. Citizant, Inc.
56. CNC Consulting, Inc.
57. Cogent Infotech Corporation
58. Cook Systems International
59. Colyar Consulting Group, Inc.
60. CommerNet, Inc.
61. CompuGroup Technologies, Inc.
62. COMSYS Information Technology Services
63. Computer Aid, Inc.
64. Computer Professional Staffing, Inc.
65. Computer Training & Consulting, LLC



Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

September 25, 2009

MEMORANDUM NO.: (973-561-010-1)

TO: Department Addressed / User Agency
FROM: Director, State Purchasing
SUBJECT: Contract No. 973-561-010-1 -- Awarded Vendors
TITLE: Information and Technology Services

The above mentioned Contract was executed on September 15, 2009 and expires on August 31, 2012 with the following vendors:

22nd Century Technologies, Inc.
3k Technologies, LLC
4 Corner Resources LLC
A. L. Jackson & Company, P.A.
AAJ Computer Services Inc.
Acacia Consulting, Inc.
Accenture LLP
Acclaim Systems
AceApplications, LLC
ACRO SERVICE CORP.
Adcuent, Inc.
Advanced Consulting Enterprises, Inc.
Advanced Data Solutions, Inc.
Advanced Data Systems, Inc.
Advanced MarketPlace, Inc.
Advanced Systems Design, Inc.
Advanced Total Systems, Inc.
Aequor Technologies, Inc.
Aesir Software Inc.
AJILON CONSULTING
ALFA GL INC
Alltech Consulting Inc.
Alpha Data Corporation
Alpha Technologies Inc.(USA)
Aluise and Associates, Inc.
AMEC Earth & Environmental, Inc. (Information Management)
Animus Solutions, Inc.
AP Professional Services
APC Work Force Solutions dba ZeroChaos
Apex Systems, Inc.
Apollo Professional Solution Inc.

Aptuity Solutions, Inc
AR International Enterprises, Inc.
Ardent Technologies Inc
Ariston Consulting and Technologies, Inc
ARK Solutions Inc.
ArnAmy Inc.
Ashvins Group
ASK Staffing, Inc.
AST Corporation
ASYSCO, Inc
AT&T
Atlantic Data Inc.
Autonomic Resources
Auxis, Inc.
Axos Technologies, Inc.
B2B Technologies, LLC
Bahwan Cybertek, Inc.
Barssat Corp
Bay Systems, Inc.
Bayshore Technologies Inc.
Baywood Technologies Inc
BCI-IT, Inc.
Beacon Systems, Inc left
BLM Technologies of Florida, LLC
Bob Ferrell Consulting, LLC
Brandt Information Services, Inc.
BriteVision Technologies Inc
Bruce Harris & Associates, Inc.
Buffer Inc
Business & Technology Resource Group
Business Information Technology Solutions.com, Inc. dba ABTSolutions
Business Technology Group Inc
C&T Consulting Services LLP
C&T Information Technology Consulting, Inc.
CAD Management Resources, Inc.
Cajana Inc.
Calhoun International LLC
CanDoTech Consulting Inc
Capgemini Government Solutions LLC
Capital Technology Partners
Capitol Systems Inc.
Carahsoft Technology Corp in c/o Prosys Information Systems
Carney Solutions Inc.
Catapult Systems, Inc.
CDT Business Solutions Inc
Celer Systems, Inc
Centurion, Inc.
CGI-AMS Inc.
CH2M HILL
Chicago Systems Group, Inc.
CIBER, Inc.
Citizant, Inc.

CMC AMERICAS, INC.
CNC Consulting
Cogent Infotech Corporation
Coleman Technologies, Inc.
Colyar Consulting Group, Inc
CommerNet
Comp. Consults of Amer-FL, Inc
Companion Professional Services, LLC
CompuGroup Technologies Inc
Computech Corporation
Computer Aid, Inc.
Computer Magic Technologies, I
Computer Professional Staffing, Inc.
Computer Training & Consulting LLC
Computer Tutors USA
COMSYS Information Technology Services
Configuration Management, Inc.
Consultancy By Kingfisher Inc
Consulting Solutions Int'l
Consultis of Boca Raton, Inc.
Content Application Systems LLC
Convergence Consulting Group
Cook Systems International
COOLSOFT LLC
corimax, inc.
Cornerstone Software Services
Creative Consulting Co.
Creative Pursuits, Inc.
Cyber Rental Consultants, Inc.
CyberBest Technology, Inc
CyberSoft Sales LLC
CyberStaff America, Ltd.
DAS Resources, Inc.
Data Consulting Group
Data Industries, Ltd.
Data Transfer Solutions, LLC
DatamanUSA,LLC
DBMOORE Consulting Services
Dell Marketing L.P
Deloitte Consulting LLP
Dewberry & Davis LLC
Deyo, Inc.
DG Technology Consulting LLC
Diane Meiller and Associates, Incorporated
Digital Hands
Digital Intelligence Systems Corp.
Document Advantage Corporation
DSM.net
DynTek Services, Inc.
Eagle Business Solutions, LLC
EarthData International, Inc.
Effervo Technologies Inc

CONTRACT

This Contract, effective the last date signed below, is by and between the State of Florida, Department of Management Services ("Department"), an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, Florida 32399-0950, and the entity identified below as Contractor ("Contractor").

The Contractor responded to the Department's Request for Proposal No. 2-973-561-K for IT Consulting. The Department has determined to accept the Contractor's bid and to enter into this Contract in accordance with the terms and conditions of the solicitation. The specific services awarded to Contractor, and the maximum rates Contractor may charge Eligible Customers, are identified on the attached Price Sheets.

Accordingly, and in consideration of the mutual promises contained in the Contract documents, the Department and the Contractor do hereby enter into this Contract, which is a state term contract authorized by section 287.042(2)(a) of the Florida Statutes (2009). The term of the Contract shall commence on the last date signed below and expires on August 31, 2012. The Contract consists of the following documents, which, in case of conflict, shall have priority in the order listed, and which are hereby incorporated as if fully set forth:

- Any written amendments to the Contract
- This document, including Price Sheets
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Any Purchase Order under the Contract
- Contractor's Response

State of Florida, Date
Department of Management Services
By: Linda H. South, Secretary

Contractor Name: _____
Street Address or P.O. Box: _____
City, State, Zip: _____

By: Date
Its:

Approved as to form and legality
by the Department General Counsel's Office: _____

**REQUEST FOR PROPOSAL
(RFP)**

**FOR
INFORMATION TECHNOLOGY
CONSULTING
RFP No. 2-973-561-K**



**RFP ISSUE DATE: JULY 10, 2009
RESPONSES DUE: AUGUST 10, 2009 2:00 P.M. E.T.**

**REFER ALL INQUIRIES TO:
HOLLY MERRICK, FCCN AND FCCM
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399**

TABLE OF CONTENTS:

- 1.0 INTRODUCTION**
- 2.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)**
- 3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS**
- 4.0 GENERAL CONTRACT CONDITIONS (PUR 1000)**
- 5.0 SPECIAL CONTRACT CONDITIONS**
- 6.0 TECHNICAL SPECIFICATIONS**
- 7.0 PRICE SHEETS, FORMS, AND ATTACHMENTS**

SECTION 1.0

INTRODUCTION

CONTENTS:

- 1.1 PURPOSE / TERM**
- 1.2 CONTACT INFORMATION**
- 1.3 LOBBYING**
- 1.4 EVENT TIMELINE**

1.1 Purpose - Term.

The State of Florida, through the Department of Management Services, Division of State Purchasing is issuing this Request for Proposals (RFP) to obtain responses from potential Contractors to provide the Information Technology Consulting and Staff Augmentation services described in this competitive solicitation in the following listed Project Areas:

Project Area	Description
1	Analysis and Design
2	Development & Integration
3	Operational Support
4	Staff Augmentation

State Agencies and Other Eligible Users (OEU) (“Customers”) will use Prime Contractors awarded in Project Areas 1, 2 and 3 to contract for work on specific projects and issue purchase orders (POs) for these project areas. The POs will include Task Orders and specify service levels and desired outcomes or expected “deliverables”.

Customers will create a scope of work each time they desire to solicit services pursuant to this Contract. The scope of work will be incorporated into a Task Order which will be issued to the selected Contractor. The Task Order will, in most cases, require a Request for Quotes (RFQ) process. The Quotation Requirements for Task Orders are outlined in the table below:

Quotation Requirements	
\$0 – \$14,999	Agency adheres to internal policies and procedures.
\$15,000 - \$2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
\$2,000,001 - \$5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
\$5,000,001 - \$10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over \$10,000,000	RFP or ITN to Open Market not via this State Term Contract.

Section 6.1 “Task Orders” of this solicitation addresses this process in detail.

Customers will use “Project Area 4” when staff augmentation services from awardees that possess the technical skills are needed by the client organization on a contingent assignment basis. The requirements for a staff augmentation purchase order include the requisite educational qualifications and experience of the individual. An RFQ process is not required for staff augmentation procurement as all contracted rates and qualified positions will be published on the Contract resulting from this solicitation.

Respondents should carefully review all Sections of this RFP with particular attention to Section 2 (PUR 1001), Section 4 (PUR 1000) and Sections 5 (Special Contract Conditions). All Sections of this RFP must be accepted, and will be incorporated into the Contract without modification.

The State's MyFloridaMarketPlace e-Procurement system (the "MFMP System", "MFMP") will be used to conduct this competitive event.

The term of the contract resulting from this RFP shall be three (3) years from the date of execution. The contract resulting from this solicitation is anticipated to begin on or about September 1, 2009.

Along with all other information contained in this solicitation, Respondents should consider the following issues in developing Responses:

1. Current contracts. Customers may retain existing purchase documents issued pursuant to previous procurement methods and staffing currently provided under existing purchase documents through their current term, including renewals and extensions as determined to be in the best interests of the State. New requirements and replacement of staff due to attrition shall be provided under this Contract or other appropriate alternatives.
2. Hardware and Software purchases. This contract is NOT intended to enable purchases of IT hardware or commercial off-the-shelf (COTS) software outside of a larger IT Consulting Services solution and shall not be used by users to solicit these commodities. In the event that a Customer has developed a scope of work that requires hardware or COTS software as part of a delivered solution, the Customer should, in accordance with chapter 287, F.S. or other controlling law(s), seek the most cost-effective legal method of procuring such products.

Notwithstanding this general prohibition, in the event that the Contractor provides hardware or COTS software to the Customer in the performance of a Task Order, terms and conditions addressing such items are included in this contract. These provisions should not be construed by any party as authority to purchase hardware or COTS software from this Contract, independent of a larger IT Consulting Services solution.

1.2 Contact Information.

The Contact Person is the sole point of contact from the date of release of this RFP until the contract award is made:

Holly Merrick, FCCN and FCCM
Purchasing Analyst, Division of State Purchasing
4050 Esplanade Way
Tallahassee, Florida 32399
Telephone: (850) 488-7804
Fax: (850) 414 6122
Email: holly.merrick@dms.myflorida.com

All questions must be submitted via the Q&A Board within MFMP and shall be received no later than the time and date reflected on the Event Timeline in Section 1.4. The State will provide responses to the questions according to the calendar. All questions submitted

through the Q&A Board shall be published and answered in a manner that all respondents will be able to view.

1.3 Lobbying.

In accordance with s. 216.347, F.S., and as provided herein, the Vendor (Contractor) may not lobby this Department, the legislature, the executive branch, or any other State Agency relating to any aspect of this RFP during the procurement process. Violation of this restriction may be cause for disqualification from the procurement process.

1.4 Event Timeline.

Event	Time (EDT)	Date
Release RFP		July 10, 2009
Deadline to Submit Questions	2:00 PM	July 21, 2009
Post formal Response to Questions		July 24, 2009
RFP Responses Due	2:00 PM	August 10, 2009
Formal Posting of Award		August 25, 2009
Contract Start Date (On or about)		September 1, 2009

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.

DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE (SECTION 1.4) OF THIS RFP.

THIS SPACE IS INTENTIONALLY LEFT BLANK

SECTION 2.0

GENERAL INSTRUCTIONS TO RESPONDENTS, STATE OF FLORIDA FORM PUR 1001

CONTENTS:

- 2.1 DEFINITIONS**
- 2.2 GENERAL INSTRUCTIONS**
- 2.3 ELECTRONIC SUBMISSION OF RESPONSES**
- 2.4 TERMS AND CONDITIONS**
- 2.5 QUESTIONS**
- 2.6 CONFLICT OF INTEREST**
- 2.7 CONVICTED VENDORS**
- 2.8 DISCRIMINATORY VENDORS**
- 2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION**
- 2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS**
- 2.11 PERFORMANCE QUALIFICATIONS**
- 2.12 PUBLIC OPENING**
- 2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD**
- 2.14 FIRM RESPONSE**
- 2.15 CLARIFICATIONS/ REVISIONS**
- 2.16 MINOR IRREGULARITIES / RIGHT TO REJECT**
- 2.17 CONTRACT FORMATION**
- 2.18 CONTRACT OVERLAP**
- 2.19 PUBLIC RECORDS**
- 2.20 PROTESTS**
- 2.21 LIMITATION ON VENDOR CONTACT**

2.1 Definitions.

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. **"Buyer"** means the entity that has released the solicitation. The "Buyer" may also be the "Customer" as defined in the PUR 1000 if that entity meets the definition of both terms.
- b. **"Procurement Officer"** means the Buyer's contracting personnel, as identified in the Introductory Materials.
- c. **"Respondent"** means the entity that submits materials to the Buyer in accordance with these Instructions.
- d. **"Response"** means the material submitted by the respondent in answering the solicitation.
- e. **"Timeline"** means the list of critical dates and actions included in the Introductory Materials.

2.2. General Instructions.

Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.

2.3 Electronic Submission of Responses.

Respondents are required to submit responses electronically. For this purpose, all references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit Response" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within MyFloridaMarketPlace. The respondent agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.

2.4 Terms and Conditions.

All responses are subject to the terms of the following sections of this solicitation, which, in case of conflict, shall have the order of precedence listed:

- Technical Specifications,
- Special Conditions and Instructions,
- Instructions to Respondents (PUR 1001),
- General Conditions (PUR 1000), and
- Introductory Materials.

The Buyer objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

2.5 Questions.

Respondents shall address all questions regarding this solicitation to the Procurement Officer. Questions must be submitted via the Q&A Board within MyFloridaMarketPlace and must be RECEIVED NO LATER THAN the time and date reflected on the Timeline. Questions shall be answered in accordance with the Timeline. All questions submitted shall be published and answered in a manner that all respondents will be able to view. Respondents shall not contact any other employee of the Buyer or the State for information with respect to this solicitation. Each respondent is responsible for monitoring the MyFloridaMarketPlace site for new or changing information. The Buyer shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by the Buyer's contracting personnel. Questions to the Procurement Officer or to any Buyer personnel shall not constitute formal protest of the specifications or of the solicitation, a process addressed in paragraph 2.20 of these Instructions.

2.6 Conflict of Interest.

This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.7 Convicted Vendors.

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- submitting a bid on a contract to provide any goods or services to a public entity;
- submitting a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submitting bids on leases of real property to a public entity;
- being awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- transacting business with any public entity in excess of the Category Two threshold amount (\$25,000) provided in section 287.017 of the Florida Statutes.

2.8 Discriminatory Vendors.

An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134 of the Florida Statutes may not:

- submit a bid on a contract to provide any goods or services to a public entity;
- submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- submit bids on leases of real property to a public entity;

- be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- transact business with any public entity.

2.9 Respondent's Representation and Authorization.

In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by the State or any other governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.
- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:
 - Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.

- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with the State.
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.

2.10 Manufacturer's Name and Approved Equivalents.

Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification are descriptive, not restrictive. With the Buyer's prior approval, the Contractor may provide any product that meets or exceeds the applicable specifications. The Contractor shall demonstrate comparability, including appropriate catalog materials, literature, specifications, test data, etc. The Buyer shall determine in its sole discretion whether a product is acceptable as an equivalent.

2.11 Performance Qualifications.

The Buyer reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, the agency shall consider all information or evidence which is gathered or comes to the attention of the agency which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by the Buyer, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If the Buyer determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, the Buyer may reject the response or

terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon the Buyer to make an investigation either before or after award of the Contract, but should the Buyer elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.12 Public Opening.

Responses shall be opened on the date and at the location indicated on the Timeline. Respondents may, but are not required to, attend. The Buyer may choose not to announce prices or release other materials pursuant to s. 119.071(1)(b), Florida Statutes. Any person requiring a special accommodation because of a disability should contact the Procurement Officer at least five (5) workdays prior to the solicitation opening. If you are hearing or speech impaired, please contact the Buyer by using the Florida Relay Service at (800) 955-8771 (TDD).

2.13 Electronic Posting of Notice of Intended Award:

Based on the evaluation, on the date indicated on the Timeline the Buyer shall electronically post a notice of intended award at http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu. If the notice of award is delayed, in lieu of posting the notice of intended award the Buyer shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Buyer a notice of protest within 72 hours after the electronic posting. The Buyer shall not provide tabulations or notices of award by telephone.

2.14 Firm Response.

The Buyer may make an award within sixty (60) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within sixty (60) days, the response shall remain firm until either the Buyer awards the Contract or the Buyer receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the Buyer's sole discretion, be accepted or rejected.

2.15 Clarifications/Revisions.

Before award, the Buyer reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

2.16 Minor Irregularities/Right to Reject.

The Buyer reserves the right to accept or reject any and all bids, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Buyer determines that doing so will serve the State's best interests. The Buyer may reject any response not submitted in the manner specified by the solicitation documents.

2.17 Contract Formation.

The Buyer shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and the Buyer until the Buyer signs the Contract. The Buyer shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

2.18 Contract Overlap.

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes the Buyer to eliminate duplication between agreements in the manner the Buyer deems to be in its best interest.

2.19 Public Records.

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

2.20 Protests.

Any protest concerning this solicitation shall be made in accordance with sections 120.57(3) and 287.042(2) of the Florida Statutes and chapter 28-110 of the Florida Administrative Code. Questions to the Procurement Officer shall not constitute formal notice of a protest. It is the Buyer's intent to ensure that specifications are written to obtain the best value for the State and that specifications are written to ensure competitiveness, fairness, necessity and reasonableness in the solicitation process.

Section 120.57(3)(b), F.S. and Section 28-110.003, Fla. Admin. Code requires that a notice of protest of the solicitation documents shall be made within seventy-two hours after the posting of the solicitation.

Section 120.57(3)(a), F.S. requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

Section 28-110.005, Fla. Admin. Code requires the following statement to be included in the solicitation: "Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."

2.21 Limitation on Vendor Contact with Agency During Solicitation Period.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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SECTION 3.0

SPECIAL INSTRUCTIONS TO RESPONDENTS

SPECIAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN THIS SECTION 3.0 MAY SUPERSEDE OR SUPPLEMENT GENERAL INSTRUCTIONS TO RESPONDENTS CONTAINED IN SECTION 2.0.

- 3.1 DEFINITIONS
- 3.2 ORDER OF PRECEDENCE
- 3.3 WHO MAY RESPOND
- 3.4 MYFLORIDAMARKETPLACE (MFMP) OVERVIEW
- 3.5 ADDENDA TO THE RFP DOCUMENTS
- 3.6 SUBMITTAL OF RESPONSE
- 3.7 PRICING SPREADSHEET
- 3.8 TEAMING PARTNERS AND SUBCONTRACTORS
- 3.9 EVALUATION AND SELECTION PROCESS
- 3.10 BASIS FOR AWARD
- 3.11 ELECTRONIC POSTING OF NOTICE OF INTENT TO AWARD
- 3.12 FIRM RESPONSE
- 3.13 CANCELLATION OR WITHDRAWAL OF RFP
- 3.14 STATE OBJECTIVES

3.1 Definitions.

The definitions found in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. **"Contractor"** means any person who contracts to sell contractual services to an agency.
- b. **"Department"** means the State of Florida, Department of Management Services.
- c. **"Deliverable"** is a discrete service provided to a Customer, as detailed in a Task Order.
- d. **"Division of State Purchasing"** shall mean the organizational entity acting on behalf of the State of Florida and the Department of Management Services.
- e. **"Eligible User"** (per s. 60A-1.005 F.A.C.) shall mean a governmental agency, as defined in s. 163.3164, F.S., which has a physical presence within the State of Florida; and may include any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.
- f. **"Pay Rate"** The hourly salary paid to the contingent worker. Note: the state reserves the right to verify this through audit.
- g. **"Request for Proposal (RFP)"** shall mean this solicitation document.
- h. **"Response"** shall mean the formal written response to this document.
- i. **"Respondent"** shall mean the IT Consulting Services Provider or Provider of Staff Augmentation submitting a response to this RFP.
- j. **"Services"** means any deliverable or work performed under the Contract, which may include contractual services, commodities or software.
- k. **"State"** shall mean the State of Florida and Participating Entities, their employees, agents and designees, while acting within the scope of their agency employment or office.
- l. **"State Agency"** shall mean an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises full budgetary and statutory control.
- m. **"State Term Contract"** shall mean contracts procured by the State of Florida, Division of State Purchasing.

- n. **“Task Order”** means the form or format used to make a purchase under the Contract (e.g., a formal written task order, electronic purchase order, procurement card, or other authorized means).

3.2 Order of Precedence.

Potential Respondents for this solicitation are encouraged to carefully review all materials contained herein and prepare responses accordingly. In the event any conflict exists between the Special and General Instructions, those instructions specified in the Special Instructions shall prevail. In the event any conflict exists between the Special and General Conditions, those conditions specified in the Special Conditions shall prevail.

All responses are subject to the terms of the following sections of this RFP, which, in case of conflict, shall have the order of precedence listed:

- Any written amendments to the Contract
- This document, including Price Sheets
- Technical Specifications
- Special Instructions
- Special Conditions
- General Instruction to Respondents (PUR 1001)
- General Contract Conditions (PUR 1000)
- Any purchase order under the Contract
- Contractor’s Response

3.3 Who May Respond.

Providers who are in good standing with the State of Florida, meet the technical specifications outlined in Section 6, and possess the financial capability, experience and personnel resources to provide services of the scope and breadth described in this RFP.

The Department reserves the right to request additional information and/or clarification pertaining to the Respondent’s experience, ability, and qualifications to perform services described in this RFP, during the solicitation or after contract award.

A Respondent who fails to provide the requested information and/or clarification or submits false or erroneous information may be deemed non-responsive and shall not be awarded a contract.

If the Respondent’s Proposal is found to contain false and/or erroneous information after contract award, the contract may be terminated.

3.4 MyFloridaMarketPlace (MFMP) Overview.

Responses to this RFP must be submitted electronically into the MyFloridaMarketPlace (MFMP) Sourcing Tool.

MyFloridaMarketPlace Sourcing Tool Tips:

When working in the Sourcing Tool, be aware of the twenty (20) minute time-out function in the tool. This means that you should save your work (click the SAVE button)

at intervals of less than twenty (20) minutes to ensure your entries since your last save are not lost.

Please note that clicking the SAVE button within the Sourcing Tool only saves your RFP responses. The SAVE button does not transmit your RFP response to the State. In order to transmit your RFP response to the State, you must click the SUBMIT button on the SUMMARY page of the RFP response.

After clicking the SUBMIT button, it is the Respondent's responsibility to check any submitted response within the Sourcing Tool to verify that the response is accurately and completely captured within the Sourcing Tool. Respondents must do this while there is sufficient time remaining in the Solicitation period in the event you discover an error and need to resubmit a revised response.

To validate your response, you should do the following before the Solicitation period ends:

- a) Go to My Responses tab within Sourcing Tool after you submitted your response.
- b) Click on the Response ID number of your last submitted response.
- c) Review response to make sure all responses are complete, accurate and as you intended to submit.
- d) Minimum areas to check are:
 - i. Text boxes – Is your entire answer viewable?
 - ii. Yes/No questions – Is the displayed answer correct?
 - iii. All uploaded document files / scanned documents –
Can you open attached document and clearly view entire content?
 - iv. Required Items - Are all items completed as required within the Sourcing Tool?

It is strongly recommended not to wait until the last hours to upload and validate your response to this or any solicitation.

Email Notification: Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation and does not guarantee that Respondents will receive email notifications concerning the posting, amendment or close of RFPs. Respondents are responsible for checking the MFMP Sourcing Tool and / or the Vendor Bid System for information and updates concerning this RFP.

Please note that when agency decisions are posted on the Vendor Bid System, email notifications are not automatically generated. It is the responsibility of the Vendor to check the Vendor Bid System for any addenda, clarifications, or additional postings to this solicitation.

Optional MyFloridaMarketPlace Sourcing Tool Training: "On-Demand" is a web-based interactive training application available to all respondents to assist in learning how to respond to an event using the MFMP Sourcing Tool. The link is

<http://training.myfloridamarketplace.com/vendor/toc.html> click on Responding to Sourcing Event.

IT IS STRONGLY RECOMMENDED THAT YOU SUBMIT YOUR RESPONSE AS EARLY AS POSSIBLE. YOU SHOULD ALLOW TIME TO RECEIVE ANY REQUESTED ASSISTANCE AND TO RECEIVE VERIFICATION OF YOUR SUBMITTAL; WAITING UNTIL THE LAST HOURS OF THE SOLICITATION COULD IMPACT THE TIMELY SUBMITTAL OF YOUR RESPONSE.

DO NOT RELY ON THE "MYFLORIDAMARKETPLACE" SOURCING TOOL'S TIME REMAINING CLOCK. THE OFFICIAL SOLICITATION CLOSING TIME SHALL BE AS REFLECTED IN THE EVENT TIMELINE (SECTION 1.4) OF THIS RFP.

3.5 Addenda to the RFP Documents.

The Department reserves the right to issue addenda to the RFP. Notice of any addenda will be posted within MFMP and the Vendor Bid System. Such notice, if required, will contain the appropriate details for identifying and/or reviewing the formal changes to the RFP. Each Respondent is responsible for monitoring the site for new or changing information concerning this RFP.

Respondents are reminded that the Sourcing Tool's email notifications are an option provided to Respondents as a courtesy. The State of Florida is not under any obligation to provide, and does not guarantee that Respondents will receive, email notifications concerning any posting, amendment or close of solicitations.

3.6 Submittal of Response.

Responses shall be completed per instructions in this RFP document, and must be submitted electronically into the MFMP Sourcing Tool.

Respondents should download the solicitation, complete any required sections or forms, and upload their completed submission in the spaces provided within the MFMP Sourcing Tool.

Some of the forms (Attachments) in Section 7 require a signature. These should be downloaded, executed, and submitted where indicated.

It is especially important to have an authorized company official sign the Contact Form (Attachment 6). If your company is selected for award, the State will sign the Contract Form to establish the State Term Contract and return a fully executed copy to your firm. Please be advised, if your company is NOT selected for award the Contract document will be retained by the Department.

Each Respondent is responsible for ensuring that its response is submitted in the MFMP Sourcing Tool in the proper time per the Event Timeline (Section 1.4). The Respondent

shall review this entire RFP; complete the Certifications Table in Attachment 1, and submit all forms required as part of the Respondent's response. Failure to provide completed documents, forms, or certification documentation may result in the disqualification of the Respondent.

CERTIFICATION OF ACCEPTANCE FOR THE TERMS AND CONDITIONS IS TO BE DONE WITHIN THE TABLE IN SECTION 3.6.1 BELOW.

3.6.1 Initial Determination of Responsiveness.

The Department shall evaluate eligible ("responsible and responsive") responses. Responses that do not meet the minimum requirements of this solicitation or fail to provide all required information, documents, or materials may be rejected as non-responsive. Respondents whose responses, past performance, or current status with the State do not reflect the capability, integrity or reliability to fully, and in good faith, perform the requirements of the Contract, may be rejected as non-responsible. The Department reserves the right to determine which responses meet the requirements of this solicitation and which Respondents are responsive and responsible. **This paragraph is in addition to, and shall not be construed to limit or override, any right or remedy available to the Department in Section 2.0 PUR 1001 or Section 4.0 PUR 1000.**

Failure to comply with each of the requirements listed below may result in the response being deemed non-responsive and therefore may not receive further consideration in this RFP process. This includes, but is not limited to the following:

Initial Responsiveness Checklist
1. Did the Respondent submit its reply <u>before</u> the indicated deadline?
2. Did the Respondent submit a Pricing Sheet (Attachment 1) per the instructions in Sections 3.7, 3.9, and Attachment 1 of this RFP document?
3. Has the Respondent met the requirement for having no Conflicts of Interest? (See Section 2.6)?
4. Does the Respondent comply with the requirement for not being placed on the Convicted Vendor list for committing a public entity crime within the last 36 months? (See Section 2.7)?
5. Does the Respondent comply with the requirement for not being placed on the Discriminatory Vendor List per s. 287.134 F.S.? (See Section 2.8)?
6. Has the Respondent met the requirements for Insurance as outlined in Sections 4.35 and 5.5 of this RFP?
7. Has the Respondent certified acceptance of all Terms and Conditions of this solicitation?

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Using the Certification Table in Section 7 in Attachment 1, please certify that your Response conforms to each of the following requirements by responding with either a “Yes” or “No” in the blocks and submit the completed WORD Document in the MFMP Sourcing Tool per the instructions in MFMP.

Certifications

	YES	NO
1. Does the Respondent certify acceptance and compliance with <u>all</u> of the Terms and Conditions detailed in Section 2 (PUR 1001) of the RFP document?		
2. Does the Respondent certify acceptance and compliance with <u>all</u> of the Terms and Conditions detailed in Section 4 (PUR 1000) of the RFP document?		
3. Has the Respondent completed pricing worksheets as noted in Section 7.1 of the RFP Document?		
4. Respondent is a registered vendor in MFMP, has proper filings with the Department of State, and is eligible to conduct business with the State of Florida?		
5. Respondent certifies understanding and agreement with all items in Section 1, 3, 5 and 6 of this solicitation.		
6. Respondent certifies that they will accept the State of Florida’s Purchasing Card.		
7. Has the Respondent submitted a Contract Form (Attachment 6) that has been signed by an authorized official of the firm?		

3.6.2 The Department Will Not Consider a Late Response.

DO NOT RELY ON THE MFMP SOURCING TOOL’S TIME-REMAINING CLOCK. The official response deadline shall be as reflected in Section 1.4 Event Timeline, of this solicitation. The MFMP Sourcing Tool’s time-remaining clock is intended only to approximate the solicitation closing and may require periodic adjustments.

3.7 Pricing Spreadsheet.

The Respondent must complete all of the required information in the Pricing Spreadsheets that are included in Section 7.1. The completed Pricing Spreadsheets must be uploaded in the space provided in the MFMP Sourcing Tool.

Descriptions of “Job Families” are displayed in the left columns of the Pricing Spreadsheets. Within each Job Family are a number of Job Titles. The Job Title is often, but not always, broken down into three (3) or four (4) “Scope Variants,” which are gradations of experience within that Job Title. The Job Titles contained in Attachment 13 map directly to those positions on the Price Sheet (Attachment 1). Respondents must demonstrate their ability to supply personnel who meet all criteria listed in the Job Descriptions (Attachment 13), and those Respondents who receive an award will be expected to provide personnel who meet such criteria throughout the term of the Contract.

If the Respondent is proposing services within Project Areas 1, 2 or 3, the Respondent must fill in pricing for EVERY line item (job title / scope variant) within that Project Area. Failure to complete EVERY line item shall result in immediate disqualification.

For Project Areas 1, 2, and 3 expenses directly related to task orders, such as travel and lodging, or materials and equipment specific to the task order should not be built into the hourly rate, but will be accounted for in the Respondent's task order proposal submitted to the Customer.

Respondents seeking an award in Project Area 4 may provide prices for any combination of one or more Scope Variants. In other words, within Project Area 4, the Respondent is not required to provide a price for every Job Title and Scope Variant on the Pricing Spreadsheet as award will be made by line item or job title.

Bid Ceiling Rates. The Respondent's Hourly Rate shall not exceed the Bid Ceiling Rate listed next to each Job Number or Scope Variant. Proposals that contain prices higher than the Bid Ceiling Rates shall be considered non-responsive and shall not be evaluated by the Department. For example, Vendor X bids on Project Area 1 but the Rate offered by the Respondent for one Job Number Scope Variant is above the Bid Ceiling Rate. In this example, the Respondent **shall be considered non-responsive for Project Area 1** and shall not be evaluated by the Department.

3.8 Teaming Partners and Subcontractors.

Responses may include the Respondent's approach to utilization of "Teaming Partners", if applicable. Teaming Partners serve two (2) purposes. During the solicitation process, the Respondent may utilize Teaming Partners to demonstrate the Respondent's ability to provide services on a statewide basis.

After the contract is awarded, approved Teaming Partners and subcontractors may perform services under the Contract. In such an event, the Customer will issue the Task Order to the Contractor, who shall remain responsible for the services delivered and for payments to the approved Teaming Partners and subcontractors. No subcontract which the Contractor enters into with respect to performance under the contract resulting from this RFP shall in any way relieve the Contractor of any responsibility for performance of its duties. Payment by Customers for Services provided under the resulting contract will only be made directly to the Contractor. All payments to the subcontractors and Teaming Partners shall be made by the Contractor.

A Respondent may utilize "Teaming Partners" as subcontractors in its performance of the contract. Contractors are not limited to those Teaming Partners that have been originally submitted on the Teaming Partner – Subcontractor Information Form (Attachment 14). Use of subcontractors under the contract resulting from this RFP must be approved by any agency utilizing the resulting contract.

The Respondent shall provide this information by completing the “Teaming Partner – Subcontractor Information Form (Attachment 14) for EACH subcontractor and Teaming Partner. Please note: the State Term Contract will be established between the State and the Respondent (Contractor). As such, any disputes, issues, defaults, etc. will be resolved between the Customer, the State, and the Contractor, and not the Teaming Partner.

The Department must receive copies of each of these forms for every Teaming Partner the Respondent lists in its proposal. Failure to submit forms for each Teaming Partner may result in rejection of Respondent's response as non-responsive.

3.9 Evaluation and Selection Process.

A “0 through 5” scoring method is applied throughout the evaluation process for the evaluation of Financial, References, Technical, and Price Sections as described below. A score of 0 is the least favorable and a score of 5 is the most favorable in all sections.

Financial Section - Supplier Qualifier Report (SQR):

- a) The Department will assign evaluation points on the prospective Respondent's financial viability to perform the services outlined in this RFP.
- b) The Department requests submission of the Respondent's SQR prepared by Dun & Bradstreet (D&B). The SQR is a standard report detailing financial and operational capability.
- c) The Respondent should request the SQR report from D&B at:
<https://sor.dnb.com/sor/jsp/forms/SOF.jsp?SORTAG1=JQ37hS4r&SORTAG2=j58Gjk4x>
 - i. Enter the RFP number in the text field entitled “Enter your RFP Number” and select submit.
 - ii. Enter your company's D&B Number. If you don't know your company's D&B number you may use the search feature to find it.
 - iii. Confirm Registration.
 - iv. Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
 - v. Once the process is complete, a copy will be given to the Department and an identical report will be provided to the Respondent as verification.

NOTE: If the Respondent requested and received an SQR report from D&B through the process described above during the Department's previous RFP for Information and Technology Services (RFP 22-973-561-Y) that was posted and withdrawn in May 2009, the Respondent does not need to request another SQR report. The Department will utilize the Respondent's SQR report provided by D&B under solicitation RFP 22-973-561-Y. It is the Respondent's responsibility to ensure verification from D&B under the previous solicitation that this report was obtained.

- d) The SQR report shall be a part of the Respondent's response. It is the duty of the Respondent to ensure the timely submission of a D&B report that accurately reflects the proposing entity. If the Department cannot determine on the face of the

documents that the SQR report is that of the proposing entity, then the Department will award zero points.

- e) If no SQR is available for a Respondent, the Department will award zero points.
- f) Respondents are advised to allow sufficient time before the Response due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process. If the Department does not receive a SQR from D&B, the Respondent shall be required to demonstrate that the SQR was requested by the Respondent after the posting date of the solicitation in MFMP and was requested for this solicitation.
- g) The Department will use the following rating scale when evaluating the financial viability of the prospective Respondent:

<u>Dun and Bradstreet Score</u>	<u>Proposal Score</u>
8 – 9 =	0
7 =	1
6 =	2
5 =	3
4 =	4
1 – 3 =	5

Failure to submit a SQR report will result in a ZERO Financial Score.

- h) The Financial Score is weighted and combined with Reference, Technical, and Price Section scores as described below in Section 3.10.

References Section:

A “0 through 5” scoring method will be applied to the Reference Check Form (Attachment 15). The Respondent shall submit three (3) References Check Forms from three (3) different businesses who have received IT Consulting Services by the Respondent for at least four (4) months in the past four (4) years. References Forms will be scored by the Department in accordance with the ratings received by the Proposer’s selected references and in accordance with the following scale:

- 0 = Failure to submit three (3) Reference Check Forms (Attachment 15).**
- 1= Poor.**
- 2= Fair.**
- 3= Adequate.**
- 4= Very Good.**
- 5= Excellent.**

Any missing ratings, missing forms, or illegible information will result in a zero (0) for the missing or illegible item. Each Proposer's References Score is determined by calculating the average of all ratings from the three (3) References Forms. The Department may contact references and verify information.

Technical Section:

A "0 through 5" scoring method will be applied to the Technical Section Narrative (Attachment 16). In order for the Technical Section Narrative to be evaluated, the following instructions shall be adhered to by the Respondent:

- a) Each narrative submission must not exceed five (5) pages double-spaced. This limitation of five (5) pages should be considered as a maximum, and not necessarily a goal. Any narrative submission that goes beyond the five (5) -page limit will not be considered in the evaluation process.
- b) The font size may be no smaller than 10 point and the margins must be at least one inch on all sides.
- c) Only 8.5 x 11 inch paper may be used. Do not use colored, oversized, or folded materials.
- d) Do not include organizational brochures or other promotional materials, slides, films, clips, books, videotapes, or CDs as they are not easily reproduced and are therefore inaccessible to the evaluators.

Any narrative submission that does not adhere to the instructions above will result in a ZERO Technical Score, shall be considered non-responsive, and shall not be evaluated by the Department.

The Respondent's Technical submission will be scored by evaluators in accordance with the following scale:

- 0 = Failure: Failure to adhere to the Technical Section instructions - Immediate Disqualification.**
- 1= Unsatisfactory:** Not responsive to the question or no data submitted.
- 2= Below Minimum Standards:** Responsive to the question but below acceptable performance standards.
- 3= Adequate:** Minimum acceptable performance standards and responsive to the question.
- 4= Satisfactory:** Above minimum performance standards, effective and responsive to the question
- 5= Exceeds Expectations:** Exceed minimum performance standards for effectiveness and responsiveness to the question.

Each Proposer's Technical Score will be calculated according to the Evaluation Criteria detailed in Attachment 17. **If the final Technical Score is below 3.00, the proposal shall not be further scored for Financial, References, and Price and will not be eligible for award.**

Price Section:

- a) **Price Section for Project Areas 1, 2, and 3.** A “0 through 5” scoring method is applied to each Project Area Price Section by adding together all proposal price entries for each Project Area, resulting in a Project Area total proposal price. The Project Area total proposal price will be placed alongside the other vendors in a range from highest to lowest price and dividing the range into 20% increments to be scored as indicated on the table below.

For Project Areas 1, 2 or 3, pricing for EVERY line item (job title/scope variant) within that Project Area must be filled in. Failure to complete EVERY line item shall result in immediate disqualification.	0 Immediate Disqualification
For Project Areas 1, 2 3, or 4, hourly rate shall not exceed the Bid Ceiling Rate. Proposals that contain prices higher than the Bid Ceiling Rates shall be considered non-responsive and shall not be evaluated by the Department.	0 Non Responsive
Highest 20% increment of Prices	1
Next 20% increment of Prices	2
Next 20% increment of Prices	3
Next 20% increment of Prices	4
Lowest 20% increment of Prices	5

- b) **Price Section for Project Area 4.** A “0 through 5” scoring method is applied to the Price Section by placing all proposal price entries for each line item into a range from highest to lowest price and dividing the range into 20% increments to be scored as indicated on the table above.

3.10 Basis for Award

Award will be made to all responsive and responsible Respondents who achieve a qualifying score at or above a 3.00 aggregate score combining Financial, References, Technical, and Price Submissions Sections (aggregate score is extended to two (2) decimal places) weighted at 20% for Financial, 10% for References, 35% for Technical, and 35% for Price.

Sample Calculation:

Financial Score:	Score of “1” times 0.20 weight	=	0.20
References Score:	Score of “3” times 0.10 weight	=	0.30
Technical Score:	Score of “4.5” times 0.35 weight	=	1.58
Price Score:	Score of “3” times 0.35 weight	=	1.05
Aggregate Score		=	3.13

Since the Sample Calculation (above) is greater than or equal to 3.00, an award would be made.

Awards in “Project Area 4” will be made on a line-item (multiple award for each Position Title achieving the qualifying score) basis to all responsive and responsible Respondent who achieve a qualifying score at or above a 3.00 aggregate score combining Financial, References, Technical, and Price Submissions Sections (aggregate score is extended to two (2) decimal places) weighted at 20% for Financial, 10% for References, 35% for Technical, and 35% for Price.

If the final Technical Score is below 3.00, the Proposal shall not be further scored for Price, Reference, and Financial and will not be eligible for award. Calculations of scores will be made in the same manner as the Sample Calculation above.

3.11 Electronic Posting of Notice of Intent to Award.

Responses shall be due on the date indicated on the Event Timeline (Section 1.4), and evaluated shortly thereafter. After evaluating the replies the Department shall electronically post the Notice of Intent to Award on the date indicated on the Event Timeline (Section 1.4).

If an award is delayed, in lieu of posting the notice on the date indicated on the Event Timeline (Section 1.4), the Department shall post a notice of the delay and a revised date for posting the notice of intended award. Any person who is adversely affected by the decision shall file with the Department a notice of protest within 72 hours after the electronic posting (see Section 2.20 of the General Instructions [PUR 1001]) for more information on protests). The Department shall not provide notices of intent to award by telephone.

3.12 Firm Response.

The State of Florida may make an award within one-hundred and eighty (180) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn.

If an award is not made within one-hundred and eighty (180) days, the response shall remain firm until either the State awards the Contract or the State receives from the Respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in the State's sole discretion, be accepted or rejected.

3.13 Cancellation or Withdrawal of RFP.

This RFP may be canceled or withdrawn at any time and any and all responses may be rejected in whole or in part when the Department determines such action to be in the best interest of the State of Florida.

3.14 State Objectives.

Within thirty (30) calendar days following award of the Contract, the successful Respondent shall submit plans addressing the State's objectives listed below, to the extent applicable to the items/services covered by this solicitation.

Diversity. The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-

disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the State's procurement process as Contractors, subcontractors, and Teaming Partners in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises. Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/

Quarterly Reports of revenue paid to CMBE and CSDVBE Contractors, subcontractors, or Teaming Partners as a result of any award shall be provided to the Agency Purchasing Office by the Contractor on an Agency by Agency or OEU's level.

Certification of Drug-Free Workplace Program. The State supports and encourages initiatives to keep the workplaces of Florida's Suppliers and Contractors drug free. Section 287.087, F.S. provides that, where identical tie responses are received, preference shall be given to a response received from a Respondent that certifies it has implemented a drug-free workforce program. If applicable, Respondent shall certify that the Respondent has a drug-free workplace program using the "Certification of Drug-Free Workplace" as provided in MFMP Sourcing Tool for this solicitation. The Contractor shall describe how it will address the implementation of a drug free workplace in offering the items of the solicitation. Certification shall be submitted in the MFMP Sourcing Tool, using the Certification of a Drug-Free Workplace (Attachment 5).

Products Available from the Blind or Other Handicapped (RESPECT). The State supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to C. 413, F.S., in the same manner and under the same procedures set forth in Section 413.036(1) and (2), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealings

with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. The Respondent shall describe how it will address the use of RESPECT in offering the items of the solicitation.

Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under chapter 946, F.S. in the same manner and under the same procedures set forth in s. 946.515(2) and (4), F.S.; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>. The Respondent shall describe how it will address the use of PRIDE in offering the items of the solicitation.

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SECTION 4.0

GENERAL CONTRACT CONDITIONS, STATE OF FLORIDA FORM PUR 1000

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4.1 Definitions.

The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

- a. **“Contract”** means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.
- b. **“Customer”** means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The “Customer” may also be the “Buyer” as defined in the PUR 1001 if it meets the definition of both terms.
- c. **“Product”** means any deliverable under the Contract, which may include commodities, services, technology or software.
- d. **“Purchase order”** means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

4.2 Purchase Orders.

In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract or solicitation number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract and solicitation terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor’s order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

4.3 Product Version.

Purchase orders shall be deemed to reference a manufacturer’s most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4.4 Price Changes Applicable only to Term Contracts.

If this is a term contract for commodities or services, the following provisions apply.

- (a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price

concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss.

4.5 Additional Quantities.

For a period not exceeding ninety (90) days from the date of solicitation award, the Customer reserves the right to acquire additional quantities up to the amount shown on the solicitation but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

4.6 Packaging.

Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

4.7 Inspection at Contractor's Site.

The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

4.8 Safety Standards.

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

4.9 Americans with Disabilities Act.

Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

4.10 Literature.

Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

4.11 Transportation and Delivery.

Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

4.12 Installation.

Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its

employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

4.13 Risk of Loss.

Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

4.14 Transaction Fee.

The State of Florida has instituted MyFloridaMarketPlace, a statewide e-Procurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

4.15 Invoicing and Payment.

Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

4.16 Taxes.

The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

4.17 Governmental Restrictions.

If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

4.18 Lobbying and Integrity.

Customers shall ensure compliance with Section 11.062, FS and Section 216.347, FS. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts,

meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm>). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

4.19 Indemnification.

The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written

notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

4.20 Limitation of Liability.

For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

4.21 Suspension of Work.

The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

4.22 Termination for Convenience.

The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

4.23 Termination for Cause.

The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

4.24 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment

to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

4.25 Changes.

The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

4.26 Renewal.

Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

4.27 Purchase Order Duration.

Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

4.28 Advertising.

Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

4.29 Assignment.

The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

4.30 Antitrust Assignment.

The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

4.31 Dispute Resolution.

Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy

on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

4.32 Employees, Subcontractors, and Agents.

All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

4.33 Security and Confidentiality.

The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

4.34 Contractor Employees, Subcontractors, and Other Agents.

The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

4.35 Insurance Requirements.

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

4.36 Warranty of Authority.

Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

4.37 Warranty of Ability to Perform.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

4.38 Notices.

All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

4.39 Leases and Installment Purchases.

Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

4.40 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE).

Section 946.515(2) F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at <http://www.pride-enterprises.org/>

4.41 Products Available from the Blind or Other Handicapped.

Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.42 Modification of Terms.

The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

4.43 Cooperative Purchasing.

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

4.44 Waiver.

The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

4.45 Annual Appropriations.

The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

4.46 Execution in Counterparts.

The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

4.47 Severability.

If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

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SECTION 5.0
SPECIAL CONDITIONS

CONTENTS

- 5.1 DEFINITIONS**
- 5.2 PURCHASE ORDERS**
- 5.3 ELECTRONIC INVOICING**
- 5.4 LIQUIDATED DAMAGES**
- 5.5 LIABILITY INSURANCE AND WORKER' COMPENSATION**
- 5.6 PERFORMANCE BOND**
- 5.7 ONGOING PERFORMANCE MEASURES**
- 5.8 TRAVEL**
- 5.9 RATE ADJUSTMENTS**
- 5.10 CONTRACTOR ADDITIONS / REINSTATEMENTS**
- 5.11 OWNERSHIP OF PRODUCTS**

5.1 Definitions.

In case of conflict with Section 4.0 General Contract Conditions (PUR 1000), the definitions in this section will take precedence. The Department rules and definitions contained in Chapter 60A-1, F.A.C. shall also apply to this Contract. The following additional terms are also defined:

- a. **"Contract"** means the legally enforceable agreement, if any, that results from this solicitation. The parties to the Contract will be the Department and the Contractor. The Contract shall be reduced to writing substantially in the REQUIRED FORM included in Section 7.6 of the solicitation documents.
- b. **"Contractor"** means a successful bidder, who, along with the Department, will enter into the Contract.
- c. **"Customer"** means the State agencies and other eligible users that will order services from the Contractor under the Contract. By ordering products under the Contract, the Customer agrees to its terms. Customers are not, however, parties to the Contract.
- d. **"Deliverable"** is a specific service provided to the Customer, as detailed in a task order.
- e. **"Department"** means the State of Florida, Department of Management Services.
- f. **"Purchase order"** means the form or format used to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, or other authorized means).
- g. **"Respondent"** means the entity that submits the proposal materials in accordance with the instructions within this RFP. The "Respondent" may receive a Contract Award based upon the merits of the submittal. As such, the Respondent would then become a "Contractor" with oversight responsibility for any Teaming Partners (sub-contractors) submitted within the Respondent's proposal.
- h. **"Services"** means any deliverable or work performed under the Contract.
- i. **"State"** means the State of Florida and its agencies.

5.2 Purchase Orders.

A Customer shall order services by issuing a purchase order. Purchase orders, used in conjunction with a Task Order (Section 6.1), shall establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific assignments. Purchase orders may vary from a simple staff augmentation request to a significant project with complex deliverables. It is the responsibility of the Customer to determine the appropriate scope of work for a purchase order.

In creating purchase orders, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Purchase order-specific terms and conditions are only applicable to that specific purchase order and shall not be construed as an amendment to this Contract.

In accepting a purchase order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all purchase orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Each purchase order will name a Customer Contracting Officer; however, these Contracting Officers may be working members of teams and should not be expected to perform supervisory functions.

5.3 Electronic Invoicing.

Whenever possible, and notwithstanding any provision of the Contract, the Contractor shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the State's e-Procurement system. Electronic invoices shall be submitted to the agency through the Ariba Supplier Network (ASN) in one of the following mechanisms – cXML, EDI 810 or web-based invoice entry within the ASN.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State contractor, the right and license to use, reproduce, transmit, distribute and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress or other branding designation that identifies the products made available by the Contractor under the Contract.

5.4 Liquidated Damages.

If the Contractor fails to ensure that a qualified employee reports for work as specified herein and as specified on the Customer's purchase order (that has been accepted by the Contractor), in lieu of actual damages the customer may, at its option, elect to assess liquidated damages in the amount of \$250.00 per calendar day until the earlier of the date that:

- a. the Contractor provides a qualified employee;
- b. the Customer secures an employee elsewhere; or
- c. the Customer's need otherwise ceases.

Liquidated damages shall not be assessed if the Contractor provides the services as specified on the purchase order.

At the Customer's sole option, liquidated damages may be assessed in half-day (4 hour) increments of \$125.00.

5.5 Liability Insurance and Worker’s Compensation.

Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. As specified in Section 4.35 (Insurance Requirements), during the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract.

The Contractor shall obtain and maintain Commercial General Liability insurance including products and completed operations, for the entire length of the Contract. This insurance will provide coverage for all claims that may arise from the operations completed under this Contract, whether such operations are by the Contractor, the Contractor’s Teaming Partners, sub-contractors, Contractor’s agents, or other employees. Such insurance shall include a Hold Harmless Agreement in favor of the State of Florida, Department of Management Services and must include the State of Florida as an Additional Named Insured for the entire length of the Contract.

The Contractor shall provide (and maintain for the length of the Contract) a current certificate of insurance to the Customer and/or the Division of State Purchasing.

For this Contract, the limits of coverage under each policy maintained by the Contractor shall be:

Liability Insurance.

Minimum Limits:	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Errors and Omissions Insurance Minimum Limits	\$1,000,000 Each Occurrence \$2,000,000 Aggregate

Worker’s Compensation: When required by Florida law, the Contractor shall obtain and maintain during the life of this Contract minimal employer’s liability Worker’s Compensation Insurance. For all of its employees working in connection with this Contract the amount of coverage shall be:

Minimum Employer’s Liability Limits:	\$100,000 each accident \$500,000 policy limit \$100,000 each employee
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All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

If, in the sole discretion of the Customer, liability insurance greater than that required herein to insure the project, scope of work, or other “Deliverables” is deemed necessary, the additional required insurance amounts should be detailed in the Task Order and payment of any additional charges may be negotiated between the Customer and Contractor.

5.6 Performance Bond.

If deemed necessary, the Customer may require the Contractor to furnish (without additional cost) a performance bond, a negotiable irrevocable letter of credit or other form of security for the faithful performance of work under a particular Task Order.

Determination of the appropriateness and amount of any bond requirement, is the sole responsibility, and at the sole discretion of the Customer.

5.7 Ongoing Performance Measures.

The State intends to use performance-reporting tools in order to measure the performance of Contractors. Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and end users.

The State reserves the right to modify the forms and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

5.7.1 Contract Reporting Requirements.

The Contractor shall report sales data to the Contract Manager on a quarterly basis using the Contract Quarterly Reporting Form in Attachment 11 of this RFP.

The following data must be reported to the Contract Manager on a quarterly contract basis and shall include:

- Contractor's Name
- Contact Information
- Reporting Period
- Total sales of purchases per quarter as noted on the form.
- Total sales of purchases per quarter indicating project group, agency, OEU, etc.
- Total dollar value of purchases received using the State's Purchasing Card (by Agency, OEU).
- Minority Business Spend shall be included in the same report on the tab marked CMBE Spend Report (see Section 3.14, Diversity).

Failure to provide quarterly sales reports, within thirty (30) calendar days following the end of each quarter (January, April, July, and October) may result in the contract supplier being found in default and may cause termination of the contract.

Quarterly submissions of the Contract Reporting Form shall be the responsibility of the Contractor without prompting or notification by the Contract Manager. The Contractor shall submit the completed Contract Sales Summary report by email to the Contract Manager.

5.7.2 Business Review Meetings.

In order to maintain the partnership between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may involve, but may not be limited to, the following:

- Review of Contractor performance
- Review of minimum required reports
- Review of continuous improvement plans

The Department encourages Contractors to help the State identify opportunities to lower costs. A continuous improvement effort, consisting of various ideas to enhance business efficiencies, may be discussed at the Business Review meetings or as identified.

5.8 Travel.

Expenses directly related to purchase orders such as travel and lodging, or materials and equipment specific to the purchase order shall not be built into the hourly Contract rate but must be accounted for separately.

Customer is not responsible for travel expenses unless he/she authorizes it at the time of issuing the purchase order.

If authorized, bills for any travel expenses shall be submitted in accordance with s. 112.061, F.S.

5.9 Rate Adjustments.

Rates may NOT be adjusted upward during the term of this Contract.

5.10 Contractor Additions / Reinstatements.

Once per year, at the Department's sole discretion, on or about the Contract anniversary date, the State may conduct a solicitation as provided in chapter 287, F.S. asking additional contractors to submit proposals that meet ALL of the requirements, Terms / Conditions of this RFP, and the resulting State Term Contract (STC).

New contractors will be evaluated in accordance with the original RFP. If it is determined by the Division of State Purchasing that ALL qualifying criteria have been met, the Contractor may be added to, or reinstated on, the STC.

5.11 Ownership of Products.

Unless otherwise agreed in writing, (i) all Products and Deliverables under the Contract shall belong exclusively to the Customer; (ii) all work performed under this agreement shall be considered "Made For Hire" for copyright purposes; and (iii) prior to accepting a Purchase Order, the Contractor will advise the Customer of any third party interests or restrictions affecting the Products or Deliverables under the Contract.

SECTION 6.0

TECHNICAL SPECIFICATIONS

- 6.1 TASK ORDERS**
- 6.2 ORDERING FROM PROJECT AREAS**
- 6.3 LOCATION OF SERVICES**
- 6.4 CONFLICTS OF INTEREST**
- 6.5 PERSONNEL MATTERS**
- 6.6 SOFTWARE DOCUMENTATION REQUIREMENTS**
- 6.7 CONTRACTOR RESPONSIBILITIES**
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- 6.9 TREATMENT OF CUSTOMER ASSETS**
- 6.10 CONTRACTOR WARRANTIES**
- 6.11 BACKGROUND CHECKS AND SCREENS**
- 6.12 ONGOING PERFORMANCE MEASURES**
- 6.13 TASK ORDER TERMINATION**

6.1 Task Orders.

6.1.1 A Customer shall order services by issuing a Task Order. Task Orders should establish the specific deliverables, costs, payment schedules, start/completion dates, etc. for specific projects. Task Orders may vary from a simple staffing request to a significant project with complex deliverables. It is the responsibility of the Customer to determine the appropriate scope of work for a Task Order.

In creating Task Orders, Customers are permitted to negotiate terms and conditions which supplement those contained in this Contract. Such additional terms shall not conflict with the terms and conditions established by this Contract (and any such conflicting terms shall be resolved in favor of terms most favorable to the Customer, as determined by the Department). Task Order-specific terms and conditions are only applicable to that specific Task Order and shall not be construed as an amendment to this agreement.

Three (3) types of Task Orders may be issued hereunder:

(i) Time & Materials (T&M): Task Orders that may include standard staff augmentation services. A T&M Task Order should be used by a Customer to acquire services on the basis of (1) direct labor hours at specified fixed hourly rate not to exceed those in the Contract, and (2) materials at cost (permitted only when specifically detailed by the Customer in the Task Order). A typical staff augmentation Task Order is presumed **not** to include any additional materials costs, unless explicitly stated otherwise in the Task Order. These types of Task Orders place maximum risk on the Customer, therefore T&M Task Orders should be used only when it is not possible at the time of placing the order to accurately estimate the extent or duration of the work or to anticipate costs with any reasonable degree of confidence.

(ii) Fixed Price Project (FPP): Task Orders that provide for a firm price that is not subject to any adjustment on the basis of the Contractor's cost experience in performing the Services. This type of Task Order provides maximum incentive on the Contractor to contain costs and perform effectively.

(iii) Cost-Savings: Task Orders in which the Contractor receives no direct fee. In this type of Task Order, the Contractor is reimbursed solely for an agreed-upon portion of the savings realized by its performance of the Services. This type of Task Order requires careful "benchmarking" by the parties in order to properly calculate such savings.

6.1.2 Task Order Requirements. The following items are **REQUIRED** to be included in every Task Order issued by a Customer. All parties to a transaction are responsible for ensuring compliance with this section.

- **Contracting Officer:** Every Task Order must name a Customer Contracting Officer who shall be the main Customer point of contact for all issues related to the Services performed under that Task Order. The Customer's Contracting Officer is the only person authorized to make or approve any changes in the requirements of a Task Order. In the event the Contractor(s) makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been without authority and no adjustment will be made in the Task Order price to cover any increase in costs occurred as a result thereof. The Customer's Contracting Officer is a single point of contact for the Contractor, and has the authority to obtain decisions on behalf of the Customer. The Contracting Officer will be responsible for the performance of the following functions, some of which may be delegated to other Customer staff:
 1. Provide a liaison between the Customer and the Contractor,
 2. Review, verify, and approve invoices from the Contractor,
 3. Resolve any contractual problems,
 4. Ensure the timely review by the Customer of all planning documents,
 5. Report on project progress to Customer management,
 6. Meet with the Contractor to convey information about schedule, timing and content of upcoming Deliverables, as well as raising problems and frustrations,
 7. Meet with the Contractor and inform Customer management on the Contractor's difficulties and frustrations,
 8. Facilitate resolution of problems,
 9. Functions as the source of all material sent to the Contractor,
 10. Receive all Deliverables from the Contractor,
 11. Archive all Deliverables received from the Contractor

- **Completion Dates:** For Fixed Price Projects, costs to the Customer for each Deliverable and the completion date must be agreed upon in the Task Order. The completion date shall be based on the Contractor's project plan and the Customer's needs. The Contractor shall complete each project within the agreed cost and by the estimated completion date, unless the completion date is properly modified.

6.1.3 Task Order Recommendations. Customers should consider the following items when creating a scope of work and its resulting Task Order. The items herein are not mandatory, but the Department strongly suggests that Customers (and Contractors) consider addressing these issues when relevant. This list includes, but is not limited to:

Americans with Disabilities Act (ADA) Civil Rights Compliance: Respondents submitting proposals for this project need to provide complete compliance with all Equal Accessibility laws, regulations and standards under Sections 251 & 255 of the Telecommunications Act of 1996, Titles I, II, III & IV of the Americans with Disabilities Act (ADA) [42 USC 12101 et seq.], and Sections 504 and 508 of the Federal Rehabilitation Act amendments [29 USC 794 et seq.], and the

Assistive Technology Act of 1998. These standards establish a minimum level of accessibility.

Vendors submitting proposals should review the above laws, regulations, and standards in detail to verify that the technologies they are proposing provide complete compliance. Vendors should provide written and signed certification to the Customer documenting compliance. Demonstration of these capabilities on the “working” system will be required by the Vendor before the Customer will accept the “system” and make related payments.

Technologies that are not accessible should be avoided unless there is significant and demonstrable need to use them. Since the courts have ruled against post-hoc accommodation (developing an alternative method of providing access to accommodate persons with disabilities), the agency needs to be careful approving technologies that cannot be certified by the vendor. If the manufacturer of the technology cannot demonstrate a compliant solution, they will be required to indemnify the customer against any litigation stemming from their lack of compliance with the above laws, regulations and standards.

Inspection and Acceptance: If they desire, Customers may add specific information related to inspection and acceptance of services.

Liability Insurance: If, in the sole discretion of the Customer, liability insurance greater than that required by this Contract is necessary to insure the project, scope of work, or other Deliverables, the additional required insurance amounts should be detailed in the Task Order.

Performance Bond: The Customer, in its sole discretion, may require the Contractor to furnish without additional cost, a performance bond, a negotiable irrevocable letter of credit, or other form of security for the faithful performance of work under a particular Task Order. The appropriateness of this bond requirement, and the amount of such bond is the sole responsibility of the Customer.

Performance Management System: For Task Orders in Project Areas 1-3, the Department recommends that the Customer require Contractor to have a performance management system to track project cost, schedule, deviations, and status. Such systems should be similar to the earned value project management system that complies with the ANSI Standard on "Earned Value Management Systems Guidelines". Examples can be found at: <http://www.acq.osd.mil/pm/currentpolicy/currentpolicy.html>; and <http://www.whitehouse.gov/OMB/circulars/a11/cpgtoc.html>.

Task Order Termination for Cause: In addition to those reasons given in the Contract, the Customer may outline any additional actions or non-actions that may result in a “for-cause” termination of the relevant Task Order.

Task Order Changes: The Customer is responsible for ensuring that Task Orders specify the process for change order requests.

6.1.4 RFQ Requirements.

As noted in Section 1.1, Customers will create a scope of work each time they desire to solicit services pursuant to this Contract. The scope of work will be incorporated into a Task Order which will be issued to the selected Contractor.

The Task Order shall, in most cases, require a Request for Quote (RFQ) process. When required, the Customer shall issue RFQs to multiple Contractors before issuing any Task Order under this Contract per the following thresholds for Project Areas 1, 2, and 3. For Staff Augmentation, Customers may make a discretionary vendor selection at any threshold except above \$10,000,000 in total cost. The specific format of the RFQ is left to the discretion of the Customer's Contracting Officer. Pursuant to s. 287.056(3), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of s. 120.57(3), F.S.

The Quotation Requirements for Task Orders are outlined in the table below:

Quotation Requirements	
\$0 – \$14,999	Agency adheres to internal policies and procedures.
\$15,000 - \$2,000,000	Agency solicits at least 3 quotes among Contract Vendors of its choice.
\$2,000,001 - \$5,000,000	Agency selects BEST RESPONSE to Statement of Work issued to at least 10 Contract Vendors of its choice.
\$5,000,001 - \$10,000,000	Agency selects BEST PROPOSAL submitted upon notification of ALL Contract Vendors within the appropriate Project Area(s).
Over \$10,000,000	RFP or ITN to Open Market not via this State Term Contract.

6.2 Ordering from Project Areas.

In order to determine an appropriate Contractor for any given Task Order, Customers should evaluate the type of services required (for a scope of work) and identify the matching Project Area.

The Customer shall issue the Task Order ONLY to a Contractor who has received an award in that Project Area. If a scope of work crosses multiple Project Areas, the Customer may issue a Task Order to a Contractor within any relevant Project Area. In such situations, the Customer is encouraged to identify the Project Area that is most critical to the overall success of the Customer's project.

Project Area 1 – Analysis and Design

Project Area 1 encompasses IT Planning, Studies, and Assessment to assist organizations in both information technology capital planning and assessment including, but not limited to, the following:

- Business case analysis (e.g. costs/benefit and risk analysis)
- Performance measurements

- Independent validation and verification of systems development
- Estimating return on investment and/or earned value
- Compliance with State interoperability standards as defined by the Agency for Enterprise Information Technology (AEIT).

Project Area 2 – Development and Integration

The services offered under this area include project management of systems development that organizations consider important. The services include, but are not limited to, the following:

- Management of systems integration
- System and software development
- Modernization of legacy systems to web enabled applications
- Software development, customization of commercial-off-the-shelf (COTS) software packages, and migration to modular applications
- Development and integration internet/intranet/web applications
- Development and integration of security, firewalls, and critical infrastructures
- Development, integration and implementation of the following:
 - Networks (e.g. LAN/WAN/MAN/ VoIP)
 - Data warehousing
 - Electronic Commerce/Electronic Data interchange
 - Groupware
 - Next generation internet
 - Client/Server computing
 - Workflow and imaging

Project Area 3 – Operational and Support

The services offered under this area include a broad range of IT related to Operations and Support Services. Anticipated services include, but are not limited to, the following:

- Management and support of Local Area Networks (LANs), Metropolitan Area Networks (MANs), Wide Area Networks (WANs), and VoIP Networks
- Computer systems administration, management and maintenance
- Data entry, data storage, data retrieval, and electronic records management
- Specialized workstation (i. e. CAD, CAD/CV, GIS) support
- Computer equipment maintenance (both on-going and on-call)
- Desktop support
- Production Support
- Database generation and database management
- Data and/or media management
- Document Imaging Services
- Disaster Recovery Services
- Orientation and training
- Information center/help desk

For Project Area 4, simple staff augmentation efforts, the Customer may issue the Task Order to a Contractor awarded in Project Areas 1, 2, 3, and/or 4.

6.3 Location of Services.

A Task Order may direct that services be performed at the Customer's location, or at a facility to be furnished by the Contractor. The Task Order may also indicate restrictions on the location of the Contractor's facility, such as "within sixty (60) minutes of the Customer's facility, or within thirty (30) miles of the Customer's facility", etc.

The Contractor's facilities must be able to support necessary Task Order requirements, including all equipment, supplies, and services needed by personnel to complete the services for the Customer. Customer-furnished items will be identified in individual Task Orders as appropriate.

The Contractor shall be responsible for transporting all Customer-furnished items between the Customer site and the Contractor's place of performance. Pickup and delivery of all materials shall be in accordance with the schedule defined for each specific Task Order.

6.4 Conflicts of Interest.

Task Orders issued under this Contract (especially work under Project Area 1) may provide the Contractor with access to advance information about future procurements. This information is not generally available to other persons or firms. In addition, the work may involve the definition of requirements for, or the preparation of specifications for, various systems, equipment, hardware, and/or software.

In order to prevent any bias, unfair competitive advantage, Customers and Contractors are encouraged to review s. 287.057(18), F.S. which provides: *"A person who receives a contract that has not been procured pursuant to subsections (1) through (5) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent a vendor who responds to a request for information from being eligible to contract with an agency."*

6.5 Personnel Matters.

6.5.1 Professional Qualification Requirements. The Contractor shall supply personnel meeting the educational qualifications specified in the Job Title or a specific Task Order. The Customer may consider, on a case-by-case basis, acceptance of personnel whose degree does not fall within the fields specified. Work experience may be substituted for education, at the Customer's discretion.

6.5.2 Professionalism. Contractor's personnel shall adhere to the same professional and ethical standards of conduct required of State personnel. Contractor personnel shall not:

1. Discuss with unauthorized persons any information obtained in the performance of work under any Task Order not considered a public record pursuant to chapter 119, F.S.;
2. Conduct any business not directly related to the Task Order on Customer premises;
3. Use computer systems and/or other Customer facilities for company or personal business other than work related to the Task Order; or
4. Recruit personnel on Customer premises; or
5. Otherwise act to disrupt official Customer business.

6.5.3 Training. The Contractor shall provide fully trained and experienced personnel (including replacement personnel) required for performance of any work under Task Orders awarded. This includes training necessary for keeping personnel abreast of industry advances and for maintaining proficiency on equipment, computer languages, and computer operating systems that are available on the commercial market. Training of personnel shall be performed by the Contractor at its own expense except for the following:

1. When the Customer has given prior approval for training to meet special requirements that are unique to a particular Task Order.
2. Limited training of Contractor employee(s) may be authorized when the Customer changes the information technology hardware and/or software during performance of an on-going Task Order and it is determined to be in the best interest of the Customer.
3. Training for Contractor employees to attend seminars, symposia, or user group conferences when certified by the Contractor and the Customer's Contracting Officer that attendance is mandatory for the performance of Task Order requirements.
4. When training is authorized by the Customer under the conditions set forth above, the Customer will reimburse the Contractor for labor, tuition, and travel (if required) in accordance with the Task Order and s. 112.061, F.S.

6.5.4 Recruiting and Retention. For the purposes of this section only, the phrase "Task Order Personnel" is defined as any employee, Teaming Partner, subcontractor, consultant or other agent of an entity, whom the other entity becomes aware of due to the existence or performance of a particular Task Order.

Unless written authorization is received in advance, neither the Contractor nor the Customer shall attempt to recruit, hire, or otherwise contract with the Task Order Personnel of the other for the duration of the relevant Task Order and six (6) months after such Task Order's termination. The term "attempt to recruit" excludes (i) any broad-based effort to attract applicants if not specifically designed to attract the other's Task Order Personnel and (ii) any unsolicited inquiries made or applications submitted by one party's Task Order Personnel not at the instigation of the other party. Notwithstanding this prohibition, the State reserves the right to recruit, hire, or otherwise contract directly with any Task Order Personnel who have performed Services under this Contract for at least six (6) months.

6.5.5 Authority. Contractor personnel shall not hold themselves out to be representatives, in any capacity, of the Customer. In all communications with third parties, Contractor personnel shall identify themselves as such and specify the name of the Contractor.

In all communications with other Contractors in connection with a Task Order, the Contractor personnel shall state that he or she has no authority to change the Contract and that if the other Contractor believes a particular communication to be a direction to change the requirements of the Task Order, they should notify the Customer's Contracting Officer for that Task Order and not carry out the direction until a clarification has been issued by the Customer's Contracting Officer.

The Contractor shall ensure that all of its personnel are informed of the substance of this section, and the substance of this section shall be included in all subcontracts at any tier.

6.6 Software Documentation Requirements.

To the extent that any software is developed, modified, or otherwise procured under a Task Order, the Contractor is responsible for providing appropriate documentation, based on commercially-accepted software documentation standards. The Customer may address specific software documentation needs or standards in the appropriate Task Order.

6.7 Contractor Responsibilities.

In accepting a Task Order, the Contractor recognizes and accepts its responsibility for all tasks and Deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and Deliverables and agrees to be fully accountable for the performance thereof. In addition, the Contractor assumes full responsibility for the acts of all subcontractors.

The Contractor shall provide all management, administrative, clerical, and supervisory functions required for the effective and efficient performance of all Task Orders it accepts, and shall have sole responsibility for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), worker's compensation, disability benefits and the like for its personnel. The Contractor is accountable to the Customer for the actions of its personnel. Each Task Order will name a Customer Contracting Officer; however, these Contracting Officers may be working members of teams and should not be expected to perform supervisory functions.

Contractor's management responsibilities include, but are not limited to, the following:

1. Ensure personnel understand the work to be performed on Task Orders to which they are assigned.
2. Ensure personnel know their management chain and adhere to Contractor policies and exhibit professional conduct to perform in the best interest of the Customer.
3. Ensure personnel adhere to applicable laws, regulations, and Contract conditions governing Contractor performance and relationships with the Customer.
4. Regularly assess personnel performance and provide feedback to improve overall task performance.
5. Ensure high quality results are achieved through task performance.

The Contractor shall not perform any inherently governmental actions under this Contract.

6.8 Other Contractors

6.8.1 Other Work. The Customer may undertake or award other contracts, Task Orders, or other arrangements for additional or related work to “Other Contractors”. The Contractor shall reasonably cooperate with such other contractors and pertinent customer personnel. The Contractor shall not commit or permit any act that shall interfere with the performance of work by any other contractors or by customer personnel.

6.8.2 Transition of Work. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition of any Task Order or other contract, project, or other agreement, if necessary. When appropriate, Task Order management personnel shall meet with a successor Contractor to coordinate Task Order transition. Discussions may include personnel transition to the successor Contractor or the transition of Task Order-specific items such as Customer or Contractor furnished supplies, materials, equipment, and services.

6.9 Treatment of Customer Assets.

Title to all property furnished by the Customer under this Contract or any Task Order shall remain with the Customer. Furthermore, the Contractor shall surrender to the Customer all property of the Customer prior to settlement upon completion, termination, or cancellation of any Task Order. Any property of the Customer furnished to the Contractor shall, unless otherwise provided herein or approved by the Customer, be used only for the performance of the Services.

6.10 Contractor Warranties.

The Contractor agrees to the following representations and warranties:

- Repair of Damaged Data Warranty. The Contractor represents that, should any defect or deficiency in any Deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any Customer’s database or cause data to be lost, the Contractor shall be required to correct and reconstruct, within the timeframe established by the Customer’s Contracting Officer, all production, test, acceptance and training files or databases affected which are used in the provision of services, at no additional cost to the Customer.
- Quality Assurance Warranty. The Contractor represents that it will at all times use a formal software development process when the Services or Deliverables involve software modification or development.
- Limitation of Warranty for Customer-Furnished Software In lieu of any other warranty expressed or implied herein, the Customer warrants that any programming aids and software packages supplied for Contractor use as Customer-furnished property shall be suitable for their intended use on the system(s) for which designed. In the case of programming aids and software packages acquired by the Customer from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s).

Should Customer-furnished programming aids or software packages not be suitable for their intended use on the system(s) for which designed, except where such property is furnished "as is," the Contractor shall notify the Customer's Contracting Officer and supply documentation regarding any defects and their effect on progress on the Task Order. The Customer's Contracting Officer will consider equitably adjusting the delivery performance dates or Task Order price, or both, and any other contractual provision affected by the Customer-furnished property in accordance with the procedures provided for in the clause of this contract entitled "Changes".

6.11 Background Checks and Screens.

The Contractor shall provide information necessary for a Customer to perform criminal background checks or drug screening on employees; or, upon a Customer's request, and for an additional negotiated fee, perform the check or screening.

The Contractor shall grant a Customer's request to interview potential new employees, at the Contractor's expense.

6.12 Ongoing Performance Measures.

The State intends to use performance-reporting tools in order to measure the performance of Contractors. These tools will include the report forms contained in Attachment 11. Such measures assist the Department in ensuring that Contractors provide the best possible value to the State and Customers. The State reserves the right to modify the forms and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

6.13 Task Order Termination.

Upon the termination of any Task Order or a portion thereof, the Customer may require the Contractor to deliver to the Customer any Deliverables specifically produced or acquired for the performance of such part of any Task Order. Customer shall pay the Contractor for Deliverables received and accepted by the Customer, however, in no event shall the Customer pay to the Contractor an amount greater than the Contractor would have been entitled to if the Task Order were not terminated.

After receipt of a notice of termination, and except as otherwise directed by the Customer, the Contractor shall stop performing services on the date, and to the extent specified, in the notice. The Contractor shall accept no further Task Orders for additional or other services related to the affected Task Order, and shall, as soon as practicable, but in no event longer than thirty (30) calendar days after termination, terminate any orders and/or subcontracts related to the terminated Task Order and settle all outstanding liabilities and all claims arising out of such termination of orders and/or subcontracts, with the approval or ratification of the Customer to the extent required, which approval or ratification shall be final for the purpose of this section.

The parties shall also settle any transfers of property which may have been required to be furnished to Customer or which otherwise belongs to the Customer; and Contractor shall

provide written certification to the Customer that the Contractor has surrendered to the Customer all said property.

The termination of a Task Order shall not affect the performance or quality of any other unrelated Task Order being performed by the Contractor for the same Customer or any other Customer.

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SECTION 7.0

THE FORMS, ATTACHMENTS, AND WORKSHEETS
ARE LOCATED IN, AND MUST BE DOWNLOADED FROM
THE MYFLORIDAMARKETPLACE SOURCING TOOL

CONTENTS

7.1	ATTACHMENT 1 - PRICE SHEET	REQUIRED
7.2	ATTACHMENT 2 - SAVINGS/PRICE REDUCTIONS	REQUIRED
7.3	ATTACHMENT 3 - CONTACT INFORMATION	REQUIRED
7.4	ATTACHMENT 4 - ORDERING INSTRUCTIONS	REQUIRED
7.5	ATTACHMENT 5 - CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (PUR 7009)	REQUIRED
7.6	ATTACHMENT 6 - CONTRACT FORM (WITH AUTHORIZED SIGNATURE)	REQUIRED
7.7	ATTACHMENT 7 - STATE OF FLORIDA VENDOR RESPONSIBILITY QUESTIONNAIRE	REQUIRED REQUIRED
7.8	ATTACHMENT 8 - MYFLORIDAMARKETPLACE ELECTRONIC INVOICING REQUIREMENTS	
7.9	ATTACHMENT 9 - EMERGENCY CONTACT FORM	REQUIRED
7.10	ATTACHMENT 10 - VENDOR CHECKLIST	
7.11	ATTACHMENT 11 - CONTRACT REPORTING FORM	
7.12	ATTACHMENT 12 - PROJECT TASK REQUEST - SCOPE OF WORK DESCRIPTION	
7.13	ATTACHMENT 13 - DESCRIPTIONS OF IT JOB CLASSIFICATION	
7.14	ATTACHMENT 14 - TEAMING PARTNER / SUBCONTRACTOR INFO	REQUIRED*
7.15	ATTACHMENT 15 - REFERENCES CHECK FORM	REQUIRED
7.16	ATTACHMENT 16 - TECHNICAL SECTION NARRATIVE	REQUIRED
7.17	ATTACHMENT 17 - TECHNICAL SECTION NARRATIVE EVALUATION CRITERIA	

*REQUIRED IF USING TEAM PARTNERS OR SUBCONTRACTORS.
ONE FORM MUST BE SUBMITTED FOR EACH PARTNER OR SUBCONTRACTOR.

PROJECT AREA 1: Analysis & Design	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		
			No Variance	115.00
	1240.00	Systems Analyst		
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
	1250.00	Applications Development Analyst		
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		

			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr.Manager	125.00
1410.00	Data Architect			
			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
1420.00	Data Modeler			
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
1430.00	Database Analyst			
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
1440.00	Database Administrator			
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00
			3. Sr.Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr.Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		

			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr.Manager	110.00
	2210.00	Customer Support Analyst		
			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Team Leader	110.00
			2. Manager	120.00
			3. Sr.Manager	150.00
	2410.00	Manager, Network Operations		
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr.Manager	135.00
	2420.00	Network Architect		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
	2430.00	Network Engineer		
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
	2440.00	Network Analyst		
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
	2450.00	Network Administrator		
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
	2460.00	Network Technician		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr.Manager	140.00
	2610.00	Internet/Web Architect		

		A. Entry	65.00
		B. Intermediate	81.00
		C. Advanced	104.00
		D. Expert	115.00
2620.00	Internet/Web Engineer		
		A. Entry	65.00
		B. Intermediate	90.00
		C. Advanced	108.00
2630.00	Web Applications Programmer		
		A. Entry	63.00
		B. Intermediate	88.00
		C. Advanced	100.00
		D. Expert	118.00
2640.00	Web Designer		
		A. Entry	50.00
		B. Intermediate	61.00
		C. Advanced	96.00
2650.00	Webmaster		
		A. Entry	55.00
		B. Intermediate	65.00
		C. Advanced	89.00
2660.00	Internet/Web Systems Administrator		
		A. Entry	53.00
		B. Intermediate	80.00
		C. Advanced	85.00
2670.00	Web Customer Support Specialist		
		A. Entry	51.00
		B. Intermediate	59.00
		C. Advanced	72.00
Operations	2800.00	Director, Data Center Operations	
		No Variance	125.00
	2810.00	Manager, Computer Operations	
		1. Team Leader	70.00
		2. Manager	95.00
		3. Sr. Manager	125.00
	2820.00	Supervisor, Computer Operations	
		1. Team Leader	70.00
		2. Manager	80.00
	2830.00	Computer Operator	
		A. Entry	42.00
		B. Intermediate	45.00
		C. Advanced	50.00
		D. Expert	56.00
	2840.00	Manager, Capacity Planning	
		No Variance	100.00
	2850.00	Manager, Production Support	
		1. Team Leader	100.00
		2. Manager	115.00
	2860.00	Production Support Analyst	
		A. Entry	55.00
		B. Intermediate	62.00

			C. Advanced	80.00
			D. Expert	85.00
Telecommunications	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		
			A. Entry	49.00
			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00
	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00

			D. Expert	95.00
3620.00	Decision Support Administrator			
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
3800.00	Manager, CRM Technology			
			No Variance	150.00
4000.00	Knowledge Engineer			
			No Variance	128.00
Enterprise Resource Planning (ERP)	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		
			A. Entry	68.00
			B. Intermediate	83.00
			C. Advanced	100.00
			D. Expert	115.00
	4240.00	ERP Systems Support Specialist		
			No Variance	85.00
	4250.00	ERP Systems Administrator		
			No Variance	100.00
	4600.00	Basis/Ale Technical Consultant		
			No Variance	115.00
Sourcing and Vendor Relationship Management	4800.00	Chief Sourcing Officer		
			No Variance	150.00
	4810.00	Manager IT Procurement		
			No Variance	125.00
	4820.00	IT Procurement Specialist		
			No Variance	70.00
	5000.00	Manager, Vendor Relationships		
			1. Team Leader	75.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	5010.00	Manager, Outsourcing Contracts		
			No Variance	125.00
	5020.00	Contracts Manager		
			No Variance	89.00
	5040.00	Finance/Administration Specialist		
			A. Entry	60.00
			B. Intermediate	85.00
			C. Advanced	110.00
	5200.00	Technical Advisor		
			No Variance	120.00
Business Management / Administration	5400.00	Asset Manager		

		No Variance	110.00
5410.00	Asset Management Administrator		
		A. Entry	54.00
		B. Intermediate	61.00
		C. Advanced	66.00
5500.00	Director, HR/IT		
		No Variance	150.00
5600.00	Manager, HR/IT Staffing		
		No Variance	100.00
5610.00	Technical Recruiter		
		A. Entry	50.00
		B. Intermediate	65.00
		C. Advanced	80.00
5620.00	HR/IT Generalist		
		A. Entry	50.00
		B. Intermediate	59.00
		C. Advanced	75.00
5800.00	Documentation Specialist/Technical Writer		
		A. Entry	54.00
		B. Intermediate	66.00
		C. Advanced	80.00
6000.00	Manager, IT Finance		
		No Variance	120.00
6100.00	Director, IT Risk and Compliance		
		No Variance	150.00
6200.00	Manager, IT Audit		
		No Variance	125.00
6210.00	IT Auditor		
		No Variance	100.00
6400.00	Business Management Specialist		
		No Variance	100.00
Training	6600.00	Manager, Technical Training	
		1. Team Leader	75.00
		2. Manager	85.00
		3. Sr. Manager	110.00
6610.00	Technical Trainer		
		A. Entry	52.00
		B. Intermediate	58.00
		C. Advanced	71.00
		D. Expert	85.00
Security Management	6800.00	Security Manager	
		1. Team Leader	86.00
		2. Manager	110.00
		3. Sr. Manager	120.00
6810.00	Security Analyst		
		A. Entry	60.00
		B. Intermediate	75.00
		C. Advanced	90.00
		D. Expert	115.00
6820.00	Data Security Specialist		
		No Variance	98.00
6830.00	Network Security Specialist		

			No Variance	125.00
	6840.00	System Security Specialist		
			No Variance	90.00
	6850.00	Web Security Specialist		
			No Variance	100.00
Business Continuance Management	7000.00	Manager, Business Continuance		
			No Variance	125.00
	7010.00	Business Continuance Specialist		
			No Variance	90.00
Product Development	7200.00	Manager, Product Development		
			1. Team Leader	85.00
			2. Manager	110.00
			3. Sr.Manager	135.00
	7210.00	Product Architect		
			No Variance	130.00
	7220.00	Product Engineer		
			A. Entry	60.00
			B. Intermediate	80.00
			C. Advanced	90.00
			D. Expert	130.00
	7230.00	Product Developer		
			A. Entry	73.00
			B. Intermediate	85.00
			C. Advanced	95.00
			D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software		
			1. Team Leader	90.00
			2. Manager	125.00
			3. Sr.Manager	150.00
	7410.00	Systems Architect		
			A. Entry	65.00
			B. Intermediate	80.00
			C. Advanced	105.00
			D. Expert	135.00
	7420.00	Systems Software Programmer		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	99.00
			D. Expert	115.00
	7430.00	Groupware Specialist		
			A. Entry	70.00
			B. Intermediate	90.00
			C. Advanced	98.00
	7440.00	Systems Administrator		
			A. Entry	59.00
			B. Intermediate	69.00
			C. Advanced	89.00
			D. Expert	100.00
	7450.00	UNIX System Administrator		
			No Variance	105.00

			C. Advanced	110.00
			D. Expert	115.00
	8235.00	Project Management Specialist		
			No Variance	85.00
	8240.00	Resource Manager		
			No Variance	110.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline		
			No Variance	75.00
	8410.00	Customer Service Hotline Representative		
			A. Entry	40.00
			B. Intermediate	43.00
			C. Advanced	50.00
Technical Product Support	8600.00	Manager, Technical Product Support		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	95.00
	8610.00	Technical Product Support Analyst		
			No Variance	70.00
	8620.00	Technical Product Support Specialist		
			A. Entry	40.00
			B. Intermediate	55.00
			C. Advanced	68.00

	7460.00	Storage Management Specialist			
				No Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise Architecture			
				No Variance	150.00
	7600.00	Manager, IT Business Planning			
				1. Team Leader	100.00
				2. Manager	125.00
				3. Sr. Manager	150.00
	7610.00	Enterprise Architect			
				No Variance	125.00
	7620.00	Business Process Consultant			
				A. Entry	50.00
				B. Intermediate	71.00
				C. Advanced	93.00
				D. Expert	117.00
	7630.00	IT Business Consultant			
				A. Entry	65.00
				B. Intermediate	90.00
				C. Advanced	97.00
				D. Expert	124.00
	7640.00	Business Analyst			
				A. Entry	46.00
				B. Intermediate	72.00
				C. Advanced	82.00
				D. Expert	91.00
	7700.00	Director, Business Relationships			
				No Variance	150.00
	7800.00	Manager, Customer Relations			
				No Variance	100.00
Release Management	8000.00	Configuration Management Analyst			
				A. Entry	55.00
				B. Intermediate	75.00
				C. Advanced	80.00
	8010.00	Release/Build Engineer			
				No Variance	75.00
Program Management	8200.00	Director, Program Management			
				No Variance	150.00
	8210.00	Program Manager			
				1. Team Leader	90.00
				2. Manager	100.00
				3. Sr. Manager	125.00
				4. Executive	150.00
	8220.00	Project Manager			
				1. Team Leader	90.00
				2. Manager	100.00
				3. Sr. Manager	120.00
				4. Executive	135.00
	8230.00	Project Leader			
				A. Entry	65.00
				B. Intermediate	103.00

PROJECT AREA 2: Development & Integration	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		

			No Variance	115.00
1240.00	Systems Analyst			
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
1250.00	Applications Development Analyst			
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		
			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr. Manager	125.00
1410.00	Data Architect			
			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
1420.00	Data Modeler			
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
1430.00	Database Analyst			
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
1440.00	Database Administrator			
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00

			3. Sr. Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr. Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		
			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr. Manager	110.00
	2210.00	Customer Support Analyst		
			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Sr. Director	110.00

			2. Manager	120.00
			3. Sr. Manager	150.00
2410.00	Manager, Network Operations			
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr. Manager	135.00
2420.00	Network Architect			
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
2430.00	Network Engineer			
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
2440.00	Network Analyst			
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
2450.00	Network Administrator			
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
2460.00	Network Technician			
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations				
2600.00	Mgmt. Internet Operations			
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	140.00
2610.00	Internet/Web Architect			
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	104.00
			D. Expert	115.00

2620.00	Internet/Web Engineer			
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	108.00
2630.00	Web Applications Programmer			
			A. Entry	63.00
			B. Intermediate	88.00
			C. Advanced	100.00
			D. Expert	118.00
2640.00	Web Designer			
			A. Entry	50.00
			B. Intermediate	61.00
			C. Advanced	96.00
2650.00	Webmaster			
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	89.00
2660.00	Internet/Web Systems Administrator			
			A. Entry	53.00
			B. Intermediate	80.00
			C. Advanced	85.00
2670.00	Web Customer Support Specialist			
			A. Entry	51.00
			B. Intermediate	59.00
			C. Advanced	72.00
Operations	2800.00	Director, Data Center Operations		
			No Variance	125.00
	2810.00	Manager, Computer Operations		
			1. Team Leader	70.00
			2. Manager	95.00
			3. Sr. Manager	125.00
	2820.00	Supervisor, Computer Operations		
			1. Team Leader	70.00
			2. Manager	80.00
	2830.00	Computer Operator		
			A. Entry	42.00
			B. Intermediate	45.00
			C. Advanced	50.00
			D. Expert	56.00
	2840.00	Manager, Capacity Planning		
			No Variance	100.00
	2850.00	Manager, Production Support		
			1. Team Leader	100.00
			2. Manager	115.00
	2860.00	Production Support Analyst		
			A. Entry	55.00
			B. Intermediate	62.00
			C. Advanced	80.00

			D. Expert	85.00
Telecommunications	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		
			A. Entry	49.00
			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00

	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	95.00
	3620.00	Decision Support Administrator		
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
	3800.00	Manager, CRM Technology		
			No Variance	150.00
	4000.00	Knowledge Engineer		
			No Variance	128.00
Enterprise Resource Planning (ERP)	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		
			A. Entry	68.00
			B. Intermediate	83.00
			C. Advanced	100.00
			D. Expert	115.00
	4240.00	ERP Systems Support Specialist		
			No Variance	85.00
	4250.00	ERP Systems Administrator		
			No Variance	100.00
	4600.00	Basis/Ale Technical Consultant		
			No Variance	115.00
Sourcing and Vendor Relationship Management	4800.00	Chief Sourcing Officer		
			No Variance	150.00
	4810.00	Manager IT Procurement		
			No Variance	125.00
	4820.00	IT Procurement Specialist		
			No Variance	70.00
	5000.00	Manager, Vendor Relationships		
			1. Team Leader	75.00

			2. Manager	100.00
			3. Sr. Manager	125.00
5010.00	Manager, Outsourcing Contracts			
			No Variance	125.00
5020.00	Contracts Manager			
			No Variance	89.00
5040.00	Finance/Administration Specialist			
			A. Entry	60.00
			B. Intermediate	85.00
			C. Advanced	110.00
5200.00	Technical Advisor			
			No Variance	120.00
Business Management / Administration				
5400.00	Asset Manager			
			No Variance	110.00
5410.00	Asset Management Administrator			
			A. Entry	54.00
			B. Intermediate	61.00
			C. Advanced	66.00
5500.00	Director, HR/IT			
			No Variance	150.00
5600.00	Manager, HR/IT Staffing			
			No Variance	100.00
5610.00	Technical Recruiter			
			A. Entry	50.00
			B. Intermediate	65.00
			C. Advanced	80.00
5620.00	HR/IT Generalist			
			A. Entry	50.00
			B. Intermediate	59.00
			C. Advanced	75.00
5800.00	Documentation Specialist/Technical Writer			
			A. Entry	54.00
			B. Intermediate	66.00
			C. Advanced	80.00
6000.00	Manager, IT Finance			
			No Variance	120.00
6100.00	Director, IT Risk and Compliance			
			No Variance	150.00
6200.00	Manager, IT Audit			
			No Variance	125.00
6210.00	IT Auditor			
			No Variance	100.00
6400.00	Business Management Specialist			

			No Variance	100.00
Training	6600.00	Manager, Technical Training		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	110.00
	6610.00	Technical Trainer		
			A. Entry	52.00
			B. Intermediate	58.00
			C. Advanced	71.00
			D. Expert	85.00
Security Management	6800.00	Security Manager		
			1. Team Leader	86.00
			2. Manager	110.00
			3. Sr. Manager	120.00
	6810.00	Security Analyst		
			A. Entry	60.00
			B. Intermediate	75.00
			C. Advanced	90.00
			D. Expert	115.00
	6820.00	Data Security Specialist		
			No Variance	98.00
	6830.00	Network Security Specialist		
			No Variance	125.00
	6840.00	System Security Specialist		
			No Variance	90.00
	6850.00	Web Security Specialist		
			No Variance	100.00
Business Continuity Management	7000.00	Manager, Business Continuity		
			No Variance	125.00
	7010.00	Business Continuity Specialist		
			No Variance	90.00
Product Development	7200.00	Manager, Product Development		
			1. Team Leader	85.00
			2. Manager	110.00
			3. Sr. Manager	135.00
	7210.00	Product Architect		
			No Variance	130.00
	7220.00	Product Engineer		
			A. Entry	60.00
			B. Intermediate	80.00

			C. Advanced	90.00
			D. Expert	130.00
	7230.00	Product Developer		
			A. Entry	73.00
			B. Intermediate	85.00
			C. Advanced	95.00
			D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software		
			1. Team Leader	90.00
			2. Manager	125.00
			3. Sr. Manager	150.00
	7410.00	Systems Architect		
			A. Entry	65.00
			B. Intermediate	80.00
			C. Advanced	105.00
			D. Expert	135.00
	7420.00	Systems Software Programmer		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	99.00
			D. Expert	115.00
	7430.00	Groupware Specialist		
			A. Entry	70.00
			B. Intermediate	90.00
			C. Advanced	98.00
	7440.00	Systems Administrator		
			A. Entry	59.00
			B. Intermediate	69.00
			C. Advanced	89.00
			D. Expert	100.00
	7450.00	UNIX System Administrator		
			N Variance	105.00
	7460.00	Storage Management Specialist		
			N Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise Architecture		
			N Variance	150.00
	7600.00	Manager, IT Business Planning		

			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	150.00
7610.00	Enterprise Architect			
			N. Variance	125.00
7620.00	Business Process Consultant			
			A. Entry	50.00
			B. Intermediate	71.00
			C. Advanced	93.00
			D. Expert	117.00
7630.00	IT Business Consultant			
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	97.00
			D. Expert	124.00
7640.00	Business Analyst			
			A. Entry	46.00
			B. Intermediate	72.00
			C. Advanced	82.00
			D. Expert	91.00
7700.00	Director, Business Relationships			
			N. Variance	150.00
7800.00	Manager, Customer Relations			
			N. Variance	100.00
Release Management	8000.00	Configuration Management Analyst		
			A. Entry	55.00
			B. Intermediate	75.00
			C. Advanced	100.00
			N. Variance	75.00
	8010.00	Release/Build Engineer		
			N. Variance	75.00
Program Management	8200.00	Director, Program Management		
			N. Variance	150.00
	8210.00	Program Manager		
			1. Team Leader	80.00
			2. Manager	100.00
			3. Sr. Manager	125.00
			4. Executive	150.00
	8220.00	Project Manager		
			1. Team Leader	80.00
			2. Manager	100.00

			Senior Manager	120.00
			Executive	135.00
8230.00	Project Leader			
			A. Entry	5.00
			B. Intermediate	103.00
			Advanced	110.00
			D. Expert	115.00
8235.00	Project Management Specialist			
			Variance	5.00
8240.00	Resource Manager			
			Variance	0.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline		
			Variance	5.00
	8410.00	Customer Service Hotline Representative		
			A. Entry	3.00
			B. Intermediate	0.00
			Advanced	0.00
Technical Product Support	8600.00	Manager, Technical Product Support		
			1. Team Leader	5.00
			Manager	5.00
			3. Sr. Manager	5.00
8610.00	Technical Product Support Analyst			
			Variance	0.00
8620.00	Technical Product Support Specialist			
			A. Entry	4.00
			B. Intermediate	5.00
			Advanced	6.00

PROJECT AREA 3: Operational & Support	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr.Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr.Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		
			No Variance	115.00
	1240.00	Systems Analyst		
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
	1250.00	Applications Development Analyst		
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		
			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr.Manager	125.00
	1410.00	Data Architect		

			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
1420.00		Data Modeler		
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
1430.00		Database Analyst		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
1440.00		Database Administrator		
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00
			3. Sr. Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr. Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		
			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr. Manager	110.00
	2210.00	Customer Support Analyst		

			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Team Leader	110.00
			2. Manager	120.00
			3. Sr. Manager	150.00
	2410.00	Manager, Network Operations		
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr. Manager	135.00
	2420.00	Network Architect		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
	2430.00	Network Engineer		
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
	2440.00	Network Analyst		
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
	2450.00	Network Administrator		
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
	2460.00	Network Technician		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	2610.00	Internet/Web Architect		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	104.00
			D. Expert	115.00
	2620.00	Internet/Web Engineer		
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	108.00
	2630.00	Web Applications Programmer		

		A. Entry	63.00
		B. Intermediate	88.00
		C. Advanced	100.00
		D. Expert	118.00
2640.00	Web Designer		
		A. Entry	50.00
		B. Intermediate	61.00
		C. Advanced	96.00
2650.00	Webmaster		
		A. Entry	55.00
		B. Intermediate	65.00
		C. Advanced	89.00
2660.00	Internet/Web Systems Administrator		
		A. Entry	53.00
		B. Intermediate	80.00
		C. Advanced	85.00
2670.00	Web Customer Support Specialist		
		A. Entry	51.00
		B. Intermediate	59.00
		C. Advanced	72.00
Operations	2800.00	Director, Data Center Operations	
		No Variance	125.00
	2810.00	Manager, Computer Operations	
		1. Team Leader	70.00
		2. Manager	95.00
		3. Sr. Manager	125.00
	2820.00	Supervisor, Computer Operations	
		1. Team Leader	70.00
		2. Manager	80.00
	2830.00	Computer Operator	
		A. Entry	42.00
		B. Intermediate	45.00
		C. Advanced	50.00
		D. Expert	56.00
	2840.00	Manager, Capacity Planning	
		No Variance	100.00
	2850.00	Manager, Production Support	
		1. Team Leader	100.00
		2. Manager	115.00
	2860.00	Production Support Analyst	
		A. Entry	55.00
		B. Intermediate	62.00
		C. Advanced	80.00
		D. Expert	85.00
Telecommunications	3000.00	Manager, Telecommunication Operations	
		1. Team Leader	90.00
		2. Manager	100.00
		3. Sr. Manager	125.00
	3010.00	Telecommunication Engineer	
		A. Entry	48.00
		B. Intermediate	71.00
		C. Advanced	86.00
		D. Expert	111.00
	3020.00	Telecommunication Technician	
		A. Entry	49.00

			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00
	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	95.00
	3620.00	Decision Support Administrator		
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
	3800.00	Manager, CRM Technology		
			No Variance	150.00
	4000.00	Knowledge Engineer		
			No Variance	128.00
Enterprise Resource Planning (ERP)	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		
			A. Entry	68.00

			B. Intermediate	83.00
			C. Advanced	100.00
			D. Expert	115.00
4240.00	ERP Systems Support Specialist			
			No Variance	85.00
4250.00	ERP Systems Administrator			
			No Variance	100.00
4600.00	Basis/Ale Technical Consultant			
			No Variance	115.00
Sourcing and Vendor Relationship Management				
4800.00	Chief Sourcing Officer			
			No Variance	150.00
4810.00	Manager IT Procurement			
			No Variance	125.00
4820.00	IT Procurement Specialist			
			No Variance	70.00
5000.00	Manager, Vendor Relationships			
			1. Team Leader	75.00
			2. Manager	100.00
			3. Sr. Manager	125.00
5010.00	Manager, Outsourcing Contracts			
			No Variance	125.00
5020.00	Contracts Manager			
			No Variance	89.00
5040.00	Finance/Administration Specialist			
			A. Entry	60.00
			B. Intermediate	85.00
			C. Advanced	110.00
5200.00	Technical Advisor			
			No Variance	120.00
Business Management / Administration				
5400.00	Asset Manager			
			No Variance	110.00
5410.00	Asset Management Administrator			
			A. Entry	54.00
			B. Intermediate	61.00
			C. Advanced	66.00
5500.00	Director, HR/IT			
			No Variance	150.00
5600.00	Manager, HR/IT Staffing			
			No Variance	100.00
5610.00	Technical Recruiter			
			A. Entry	50.00
			B. Intermediate	65.00
			C. Advanced	80.00
5620.00	HR/IT Generalist			
			A. Entry	50.00
			B. Intermediate	59.00
			C. Advanced	75.00
5800.00	Documentation Specialist/Technical Writer			
			A. Entry	54.00
			B. Intermediate	66.00
			C. Advanced	80.00

	6000.00	Manager, IT Finance		
			No Variance	120.00
	6100.00	Director, IT Risk and Compliance		
			No Variance	150.00
	6200.00	Manager, IT Audit		
			No Variance	125.00
	6210.00	IT Auditor		
			No Variance	100.00
	6400.00	Business Management Specialist		
			No Variance	100.00
Training	6600.00	Manager, Technical Training		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	110.00
	6610.00	Technical Trainer		
			A. Entry	52.00
			B. Intermediate	58.00
			C. Advanced	71.00
			D. Expert	85.00
Security Management	6800.00	Security Manager		
			1. Team Leader	86.00
			2. Manager	110.00
			3. Sr. Manager	120.00
	6810.00	Security Analyst		
			A. Entry	60.00
			B. Intermediate	75.00
			C. Advanced	90.00
			D. Expert	115.00
	6820.00	Data Security Specialist		
			No Variance	98.00
	6830.00	Network Security Specialist		
			No Variance	125.00
	6840.00	System Security Specialist		
			No Variance	90.00
	6850.00	Web Security Specialist		
			No Variance	100.00
Business Continuance Management	7000.00	Manager, Business Continuance		
			No Variance	125.00
	7010.00	Business Continuance Specialist		
			No Variance	90.00
Product Development	7200.00	Manager, Product Development		
			1. Team Leader	85.00
			2. Manager	110.00
			3. Sr. Manager	135.00
	7210.00	Product Architect		
			No Variance	130.00
	7220.00	Product Engineer		
			A. Entry	60.00
			B. Intermediate	80.00
			C. Advanced	90.00
			D. Expert	130.00
	7230.00	Product Developer		

				A. Entry	73.00
				B. Intermediate	85.00
				C. Advanced	95.00
				D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software			
				1. Team Leader	90.00
				2. Manager	125.00
				3. Sr. Manager	150.00
	7410.00	Systems Architect			
				A. Entry	65.00
				B. Intermediate	80.00
				C. Advanced	105.00
				D. Expert	135.00
	7420.00	Systems Software Programmer			
				A. Entry	65.00
				B. Intermediate	81.00
				C. Advanced	99.00
				D. Expert	115.00
	7430.00	Groupware Specialist			
				A. Entry	70.00
				B. Intermediate	90.00
				C. Advanced	98.00
	7440.00	Systems Administrator			
				A. Entry	59.00
				B. Intermediate	69.00
				C. Advanced	89.00
				D. Expert	100.00
	7450.00	UNIX System Administrator			
				No Variance	105.00
	7460.00	Storage Management Specialist			
				No Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise Architecture			
				No Variance	150.00
	7600.00	Manager, IT Business Planning			
				Team Leader	100.00
				Manager	125.00
				Sr. Manager	150.00
	7610.00	Enterprise Architect			
				No Variance	125.00
	7620.00	Business Process Consultant			
				A. Entry	50.00
				B. Intermediate	71.00
				C. Advanced	93.00
				D. Expert	117.00
	7630.00	IT Business Consultant			
				A. Entry	65.00
				B. Intermediate	90.00
				C. Advanced	97.00
				D. Expert	124.00
	7640.00	Business Analyst			
				A. Entry	46.00
				B. Intermediate	72.00
				C. Advanced	82.00

			Expert	91.00
	7700.00	Director, Business Relationships		
			Senior	150.00
	7800.00	Manager, Customer Relations		
			Senior	100.00
Release Management	8000.00	Configuration Management Analyst		
			Senior	55.00
			Intermediate	75.00
			Advanced	80.00
	8010.00	Release/Build Engineer		
			Senior	75.00
Program Management	8200.00	Director, Program Management		
			Senior	150.00
	8210.00	Program Manager		
			Senior	90.00
			Senior	100.00
			Senior	125.00
			Senior	150.00
	8220.00	Project Manager		
			Senior	90.00
			Senior	100.00
			Senior	120.00
			Senior	135.00
	8230.00	Project Manager		
			Senior	65.00
			Intermediate	103.00
			Advanced	110.00
			Expert	115.00
	8235.00	Project Management Specialist		
			Senior	85.00
	8240.00	Resource Manager		
			Senior	110.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline		
			Senior	75.00
	8410.00	Customer Service Representative		
			Senior	40.00
			Intermediate	43.00
			Advanced	50.00
Technical Product Support	8600.00	Manager, Technical Product Support		
			Senior	75.00
			Senior	85.00
			Senior	95.00
	8610.00	Technical Product Support Analyst		
			Senior	70.00
	8620.00	Technical Product Support Specialist		
			Senior	40.00
			Intermediate	55.00
			Advanced	68.00

PROJECT AREA 4: Staff Augmentation	Job No.	Job Title	Scope Variant	Computer Aid, Inc.
Senior IT Leadership	1000.00	Chief Information Officer		
			No Variance	175.00
	1010.00	Chief Technology Officer		
			No Variance	175.00
	1020.00	IT Chief Operating Officer		
			No Variance	175.00
	1030.00	Operating Unit IT Executive		
			No Variance	150.00
	1040.00	Departmental IT Executive		
			No Variance	150.00
	1050.00	E-Business Executive		
			No Variance	150.00
	1060.00	Chief Information Security Officer		
			No Variance	150.00
Applications Development	1200.00	Director Systems and Programming		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1210.00	Mgmt. Applications Development		
			1. Team Leader	110.00
			2. Manager	125.00
			3. Sr. Manager	135.00
			4. Executive	150.00
	1220.00	Applications Architect		
			A. Entry	86.00
			B. Intermediate	92.00
			C. Advanced	98.00
			D. Expert	108.00
	1230.00	Enterprise Application Integration (EA) Engineer		
			No Variance	115.00
	1240.00	Systems Analyst		
			A. Entry	60.00
			B. Intermediate	90.00
			C. Advanced	95.00
			D. Expert	115.00
	1250.00	Applications Development Analyst		
			A. Entry	65.00
			B. Intermediate	82.00
			C. Advanced	93.00
			D. Expert	105.00
Data Strategy and Management	1400.00	Database Manager		
			1. Team Leader	90.00
			2. Manager	110.00
			3. Sr. Manager	125.00

	2210.00	Customer Support Analyst		
			A. Entry	38.00
			B. Intermediate	45.00
			C. Advanced	72.00
			D. Expert	95.00
	2220.00	Customer Support Technician		
			A. Entry	47.00
			B. Intermediate	50.00
			C. Advanced	65.00
Network Management	2400.00	Director, Network Operations		
			1. Team Leader	110.00
			2. Manager	120.00
			3. Sr. Manager	150.00
	2410.00	Manager, Network Operations		
			1. Team Leader	75.00
			2. Manager	105.00
			3. Sr. Manager	135.00
	2420.00	Network Architect		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	100.00
			D. Expert	120.00
	2430.00	Network Engineer		
			B. Intermediate	90.00
			C. Advanced	100.00
			D. Expert	110.00
	2440.00	Network Analyst		
			A. Entry	63.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	105.00
	2450.00	Network Administrator		
			A. Entry	57.00
			B. Intermediate	70.00
			C. Advanced	85.00
			D. Expert	101.00
	2460.00	Network Technician		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	67.00
			D. Expert	75.00
Internet Planning, Eng. & Operations	2600.00	Mgmt. Internet Operations		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	2610.00	Internet/Web Architect		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	104.00
			D. Expert	115.00
	2620.00	Internet/Web Engineer		
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	108.00

	1410.00	Data Architect		
			A. Entry	75.00
			B. Intermediate	90.00
			C. Advanced	120.00
			D. Expert	135.00
	1420.00	Data Modeler		
			A. Entry	65.00
			B. Intermediate	89.00
			C. Advanced	108.00
	1430.00	Database Analyst		
			A. Entry	80.00
			B. Intermediate	95.00
			C. Advanced	105.00
			D. Expert	120.00
	1440.00	Database Administrator		
			A. Entry	65.00
			B. Intermediate	85.00
			C. Advanced	100.00
			D. Expert	120.00
Quality Assurance	1600.00	Mgmt. Quality Assurance		
			1. Team Leader	85.00
			2. Manager	105.00
			3. Sr. Manager	120.00
			4. Executive	135.00
	1610.00	Quality Engineering Consultant		
			No Variance	95.00
	1620.00	Quality Assurance Analyst		
			A. Entry	58.00
			B. Intermediate	68.00
			C. Advanced	83.00
			D. Expert	89.00
Technology Research	1800.00	Manager, Technology Research		
			No Variance	100.00
	1810.00	Technology Research Analyst		
			A. Entry	70.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies		
			1. Team Leader	75.00
			2. Manager	106.00
			3. Sr. Manager	146.00
	2010.00	Client Technologies Analyst		
			A. Entry	51.00
			B. Intermediate	66.00
			C. Advanced	80.00
			D. Expert	96.00
	2020.00	Client Technologies Technician		
			A. Entry	51.00
			B. Intermediate	56.00
			C. Advanced	75.00
Customer Support	2200.00	Mgmt. Customer Support		
			1. Team Leader	65.00
			2. Manager	90.00
			3. Sr. Manager	110.00

	2630.00	Web Applications Programmer		
			A. Entry	63.00
			B. Intermediate	88.00
			C. Advanced	100.00
			D. Expert	118.00
	2640.00	Web Designer		
			A. Entry	50.00
			B. Intermediate	61.00
			C. Advanced	96.00
	2650.00	Webmaster		
			A. Entry	55.00
			B. Intermediate	65.00
			C. Advanced	89.00
	2660.00	Internet/Web Systems Administrator		
			A. Entry	53.00
			B. Intermediate	80.00
			C. Advanced	85.00
	2670.00	Web Customer Support Specialist		
			A. Entry	51.00
			B. Intermediate	59.00
			C. Advanced	72.00
Operations	2800.00	Director, Data Center Operations		
			No Variance	125.00
	2810.00	Manager, Computer Operations		
			1. Team Leader	70.00
			2. Manager	95.00
			3. Sr. Manager	125.00
	2820.00	Supervisor, Computer Operations		
			1. Team Leader	70.00
			2. Manager	80.00
	2830.00	Computer Operator		
			A. Entry	42.00
			B. Intermediate	45.00
			C. Advanced	50.00
			D. Expert	56.00
	2840.00	Manager, Capacity Planning		
			No Variance	100.00
	2850.00	Manager, Production Support		
			1. Team Leader	100.00
			2. Manager	115.00
	2860.00	Production Support Analyst		
			A. Entry	55.00
			B. Intermediate	62.00
			C. Advanced	80.00
			D. Expert	85.00
Telecommunications	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		

			A. Entry	49.00
			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr. Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00
	3440.00	Data Warehouse Administrator		
			No Variance	100.00
	3600.00	Manager, Decision Support		
			No Variance	110.00
	3610.00	Decision Support Specialist		
			A. Entry	58.00
			B. Intermediate	70.00
			C. Advanced	80.00
			D. Expert	95.00
	3620.00	Decision Support Administrator		
			A. Entry	70.00
			B. Intermediate	85.00
			C. Advanced	110.00
	3800.00	Manager, CRM Technology		
			No Variance	150.00
	4000.00	Knowledge Engineer		
			No Variance	128.00
Enterprise Resource Planning (ERP)	4200.00	ERP Team Lead		
			No Variance	140.00
	4210.00	ERP Team Member		
			No Variance	110.00
	4220.00	ERP Configurer		
			No Variance	75.00
	4230.00	ERP Programmer/Analyst		

		A. Entry	68.00
		B. Intermediate	83.00
		C. Advanced	100.00
		D. Expert	115.00
4240.00	ERP Systems Support Specialist		
		No Variance	85.00
4250.00	ERP Systems Administrator		
		No Variance	100.00
4600.00	Basis/Ale Technical Consultant		
		No Variance	115.00
Sourcing and Vendor Relationship Management			
4800.00	Chief Sourcing Officer		
		No Variance	150.00
4810.00	Manager IT Procurement		
		No Variance	125.00
4820.00	IT Procurement Specialist		
		No Variance	70.00
5000.00	Manager, Vendor Relationships		
		1. Team Leader	75.00
		2. Manager	100.00
		3. Sr. Manager	125.00
5010.00	Manager, Outsourcing Contracts		
		No Variance	125.00
5020.00	Contracts Manager		
		No Variance	89.00
5040.00	Finance/Administration Specialist		
		A. Entry	60.00
		B. Intermediate	85.00
		C. Advanced	110.00
5200.00	Technical Advisor		
		No Variance	120.00
Business Management / Administration			
5400.00	Asset Manager		
		No Variance	110.00
5410.00	Asset Management Administrator		
		A. Entry	54.00
		B. Intermediate	61.00
		C. Advanced	66.00
5500.00	Director, HR/IT		
		No Variance	150.00
5600.00	Manager, HR/IT Staffing		
		No Variance	100.00
5610.00	Technical Recruiter		
		A. Entry	50.00
		B. Intermediate	65.00
		C. Advanced	80.00
5620.00	HR/IT Generalist		
		A. Entry	50.00
		B. Intermediate	59.00
		C. Advanced	75.00
5800.00	Documentation Specialist/Technical Writer		
		A. Entry	54.00
		B. Intermediate	66.00

			C. Advanced	80.00
	6000.00	Manager, IT Finance		
			No Variance	120.00
	6100.00	Director, IT Risk and Compliance		
			No Variance	150.00
	6200.00	Manager, IT Audit		
			No Variance	125.00
	6210.00	IT Auditor		
			No Variance	100.00
	6400.00	Business Management Specialist		
			No Variance	100.00
Training	6600.00	Manager, Technical Training		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr.Manager	110.00
	6610.00	Technical Trainer		
			A. Entry	52.00
			B. Intermediate	58.00
			C. Advanced	71.00
			D. Expert	85.00
Security Management	6800.00	Security Manager		
			1. Team Leader	86.00
			2. Manager	110.00
			3. Sr.Manager	120.00
	6810.00	Security Analyst		
			A. Entry	60.00
			B. Intermediate	75.00
			C. Advanced	90.00
			D. Expert	115.00
	6820.00	Data Security Specialist		
			No Variance	98.00
	6830.00	Network Security Specialist		
			No Variance	125.00
	6840.00	System Security Specialist		
			No Variance	90.00
	6850.00	Web Security Specialist		
			No Variance	100.00
Business Continuance Management	7000.00	Manager, Business Continuance		
			No Variance	125.00
	7010.00	Business Continuance Specialist		
			No Variance	90.00
Product Development	7200.00	Manager, Product Development		
			1. Team Leader	85.00
			2. Manager	110.00
			3. Sr.Manager	135.00
	7210.00	Product Architect		
			No Variance	130.00
	7220.00	Product Engineer		
			A. Entry	60.00
			B. Intermediate	80.00
			C. Advanced	90.00

			D. Expert	130.00
	7230.00	Product Developer		
			A. Entry	73.00
			B. Intermediate	85.00
			C. Advanced	95.00
			D. Expert	120.00
Systems Programming & Admin.	7400.00	Manager, Systems Software		
			1. Team Leader	90.00
			2. Manager	125.00
			3. Sr. Manager	150.00
	7410.00	Systems Architect		
			A. Entry	65.00
			B. Intermediate	80.00
			C. Advanced	105.00
			D. Expert	135.00
	7420.00	Systems Software Programmer		
			A. Entry	65.00
			B. Intermediate	81.00
			C. Advanced	99.00
			D. Expert	115.00
	7430.00	Groupware Specialist		
			A. Entry	70.00
			B. Intermediate	90.00
			C. Advanced	98.00
	7440.00	Systems Administrator		
			A. Entry	59.00
			B. Intermediate	69.00
			C. Advanced	89.00
			D. Expert	100.00
	7450.00	UNIX System Administrator		
			No Variance	105.00
	7460.00	Storage Management Specialist		
			No Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise Architecture		
			No Variance	150.00
	7600.00	Manager, IT Business Planning		
			1. Team Leader	100.00
			2. Manager	125.00
			3. Sr. Manager	150.00
	7610.00	Enterprise Architect		
			No Variance	125.00
	7620.00	Business Process Consultant		
			A. Entry	50.00
			B. Intermediate	71.00
			C. Advanced	93.00
			D. Expert	117.00
	7630.00	IT Business Consultant		
			A. Entry	65.00
			B. Intermediate	90.00
			C. Advanced	97.00
			D. Expert	124.00
	7640.00	Business Analyst		
			A. Entry	46.00


			B. Intermediate	72.00
			C. Advanced	82.00
			D. Expert	91.00
	7700.00	Director, Business Relationships		
			No Variance	150.00
	7800.00	Manager, Customer Relations		
			No Variance	100.00
Release Management	8000.00	Configuration Management Analyst		
			A. Entry	55.00
			B. Intermediate	75.00
			C. Advanced	80.00
	8010.00	Release/Build Engineer		
			No Variance	75.00
Program Management	8200.00	Director, Program Management		
			No Variance	150.00
	8210.00	Program Manager		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	125.00
			4. Executive	150.00
	8220.00	Project Manager		
			1. Team Leader	90.00
			2. Manager	100.00
			3. Sr. Manager	120.00
			4. Executive	135.00
	8230.00	Project Leader		
			A. Entry	65.00
			B. Intermediate	103.00
			C. Advanced	110.00
			D. Expert	115.00
	8235.00	Project Management Specialist		
			No Variance	85.00
	8240.00	Resource Manager		
			No Variance	110.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline		
			No Variance	75.00
	8410.00	Customer Service Hotline Representative		
			A. Entry	40.00
			B. Intermediate	43.00
			C. Advanced	50.00
Technical Product Support	8600.00	Manager, Technical Product Support		
			1. Team Leader	75.00
			2. Manager	85.00
			3. Sr. Manager	95.00
	8610.00	Technical Product Support Analyst		
			No Variance	70.00
	8620.00	Technical Product Support Specialist		
			A. Entry	40.00
			B. Intermediate	55.00
			C. Advanced	68.00

CONSENT AGENDA ITEM

#11

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Approval of Extension of Time and Increase in Purchase Order Amount for Maintenance of Security Access Control System Issued to Convergent Technologies LLC

Convergent Technologies LLC (Convergent) is currently providing basic maintenance and repair for the security access control systems at our plazas and headquarters building under Purchase Order No. 0003534 which is scheduled to expire on December 11, 2015. The amount of the purchase order is \$49,688.02 for the one year term.

On September 15, 2015, three (3) sealed bids were opened for Systemwide Monitoring, Maintenance and Repair of Building Access Control Systems (Contract No. 001133) which was intended to replace the purchase order. Because the low bid was significantly higher than the cost estimate, the decision was made to reject the bids and re-bid the project.

Board approval is requested to extend the term of the purchase order issued to Convergent to June 10, 2016, (to provide time to complete the re-bidding and award process) and to increase the amount by \$26,953.00 bringing the new total to \$76,641.02. Since the new amount exceeds \$50,000.00, Board approval is required in accordance with the Procurement Policy.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)**4974 ORL TOWER ROAD
ORLANDO, FL 32807
(407) 690-5000

DATE
12/22/2014

PO NUMBER
003534

VENDOR: 17323
 CONVERGINT TECHNOLOGIES
 35257 EAGLE WAY
 CHICAGO, IL 60678-1352

SHIP TO: CENTRAL FL XWAY AUTHORITY
 4974 ORL TOWER ROAD
 ORLANDO, FL 32807

PHONE # (866) 306-1799

FAX #

REQUISITION # R-000789

BILL TO: CENTRAL FL XWAY AUTHORITY
 4974 ORL TOWER ROAD
 ORLANDO, FL 32807

Tax Exempt ID: 58-12-096893-52C

Contract # :

Special Inst: ATTN: ROBERT GLASEMANN

Quantity	Unit	Vendor's Item	Description	Unit Price	Ext. Price
			THIS IS A REVISED PURCHASE ORDER		
			SECURITY ACCESS CONTROL SYSTEM ANNUAL MAINTENANCE FOR PLAZAS AND HQ BLDG		49,688.02
			Monthly Payment of \$4,492.00		
			Complete description of Service Proposal attached to original PO and at: R:\Departments\Procurement\Public\Purcha se Orders\FY15\3534		
			COVERAGE PERIOD: 1/12/15-12/11/15		
			*****CHANGE ORDER #01***** To add one year of monitoring for the HQ Bldg 3 pad panels outside doors. Total : \$ 276.02		
					SUBTOTAL
					FREIGHT
					TOTAL

Account Number	Project Number	Amount	Account Number	Project Number	Amount
E 05-110-914-54620		3,088.25	E 05-110-926-54620		3,088.25
E 05-110-915-54620		3,088.25	E 05-110-934-54620		3,088.25
E 05-110-916-54620		3,088.25	E 05-110-935-54620		3,088.25
E 05-110-917-54620		3,088.25	E 05-110-943-54620		3,088.25
E 05-110-923-54620		3,088.25	E 05-110-944-54620		3,088.25
E 05-110-924-54620		3,088.25	E 05-110-945-54620		3,088.25
E 05-110-925-54620		3,088.25	E 05-110-954-54620		3,088.25

Authorized Signature _____ Date _____

Authorized Signature _____ Date _____

CONSENT AGENDA ITEM

#12



Founded 1910


MEMORANDUM

TO: Central Florida Expressway Authority
Board Members

FROM: David A. Shontz, Esq., Right-of-Way Counsel

DATE: October 20, 2015

RE: State Road 453, Wekiva Parkway Project, Section 429-206; Parcels 316A, 316B, 816
Settlement Agreement



Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval of the Board of a settlement to be consummated with a Stipulated Final Judgment between Dwayne J. Negron and Jeanette Negron (the "Owners") and the Central Florida Expressway Authority (the "CFX") for the acquisition of Parcels 316A, 316B and 816 (the "Taking" or "Property") for the construction of State Road 453 of the Wekiva Parkway Project, Section 429-206.

DESCRIPTION AND BACKGROUND

The Parent Tract of Parcel 316 is owned by Mr. Dwayne J. Negron and Mrs. Jeanette Negron and totals 5.113 ac. Mr. and Mrs. Negron purchased the subject property to move their children to Florida and re-establish their auto-repair business, after experiencing the tragedy of 9/11 while operating his auto-repair business in Brooklyn, NY. Parcel 316A totals 4.149 acres, Parcel 316B totals .735 acres and Parcel 816 totals 9,969 s.f. The subject property is improved with a two-story 4-bedroom, 3-bath home containing 2,254 s.f., built in 1986. Additionally, the home has a 225 s.f. enclosed porch, a wood balcony, a screen enclosed vinyl pool with surrounding wood decking, and a screen enclosed hot tub with surrounding decking. Attached to the residence is a 784 s.f. partially finished garage improved with a restroom and a 5,978 s.f. metal shop building used for auto repair built in 2006. Within the metal shop building is a 2-bedroom, 1-bath apartment/mother-in-law suite. Additional site improvements include a concrete driveway leading from Coronado Somerset Drive to the residence, fencing and gates, a well and well house, chain link dog kennel, septic tank and drainfield, landscaping, irrigation, additional wood decks, a bar-b-que area with wood cover, aluminum storage sheds and aluminum pole sheds. The property is the homestead of Mr. and Mrs. Negron, and Mr. Negron's mother currently occupies the apartment/mother-in-law suite.

Mr. Negron operated his auto-repair business on the subject property since 2006. The property is zoned A-1 and has a future land use designation as Regional Office, designed to promote and accommodate office development with enhanced building and site design and to create an employment center of quality professional jobs.

The CFX's appraisal of the property was prepared by Richard K. MacMillan, MAI, of The Appraisal Group of Central Florida, Inc. Mr. MacMillan estimated the value of the taking of 316A to be \$685,200 (Land \$103,800 and Improvements \$581,400); 316B to be \$19,700 (Land \$18,400 and Improvements \$1,300), and Parcel 816 to be \$5,600 (Land only), for a total of \$710,500 for the takings. Comparable land sales of \$22,835 to \$28,713 per acre were utilized by Mr. MacMillan in his analysis. Mr. MacMillan concluded a land value for the subject property as \$25,000 per acre.

Sales of improved, single family residences considered similar to the subject property were researched by Mr. MacMillan, from which three properties were located. The single family residences ranged in value from \$636,200 to \$704,600. Mr. John Speer was retained on behalf of the CFX to value the auto repair warehouse and apartment improvements and concluded a replacement cost new value of \$460,986. Mr. MacMillan opined the market value of the subject property is \$700,000. Additionally, Mr. MacMillan considered the amount for the immovable FF&E of \$10,565 (rounded to \$10,600) resulting in a total value of the subject property of \$710,600. Mr. MacMillan opined the subject is valued at \$710,600, allocated as Land \$127,900, Building & Site Improvements \$572,100, FF&E \$10,600.

The CFX was able to reach a settlement, subject to Board approval with Mr. and Mrs. Negron in the amount of \$1,205,000, plus statutory attorney's fees in the amount of \$154,875. Mr. and Mrs. Negron are represented by Kurt Bauerle, Esq. who argued numerous issues as to the valuation of the subject property, its improvements and its business. There are many ways to justify the reasonableness of this settlement with Mr. and Mrs. Negron, however several factors are more compelling than others. Specifically, (1) the settlement amount includes any and all business damage claims; (2) the settlement amount includes any and all expert's fees; (3) the settlement amount includes the Negron's conveying the remainder property of 9,969 s.f. to the CFX; (4) Mr. Bauerle argued a higher land value of approximately \$35,000 - \$45,000 ac. which would increase the land value by approximately \$85,000; (5) the Negron's are entitled to a purchase additive in the amount of \$178,720 for the replacement of the residential component of their property; and (6) Mr. Bauerle argued the improved residential sales by Mr. MacMillan alone are up to \$704,600, not including the most valuable asset on the property – the auto repair warehouse, which Mr. Speer values new at \$460,986.

For the above-cited reasons, approval by the Board is requested of the proposed settlement agreement and is in the CFX's best interest. It will eliminate further risk and unnecessary expenses that the CFX will ultimately incur if it is required to litigate a condemnation action to acquire Parcels 316A, 316B and 816. The proposed agreement was recommended by the Right-of-Way Committee at its October 28, 2015 meeting.

RECOMMENDATION

We respectfully request that CFX Board approve the proposed purchase agreement with a total settlement amount of \$1,205,000 in full settlement of all claims for compensation for the acquisition of Parcels 316A, 316B and 816.

ATTACHMENTS

Exhibit "A" – Sketch of Subject Property

Exhibit "B" – Photographs of the Improvements/Sketches

ORLDOCS 14313124 1

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 316
PART A**

**PURPOSE: LIMITED ACCESS RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 382.38 feet to the POINT OF BEGINNING; thence continue South 89°41'48" West, along said South line, a distance of 282.36 feet to the Southwest corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Northeast 1/4 of Section 35; thence run North 00°54'00" East along the West line of said West 1/2, a distance of 670.18 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 282.29 feet; thence departing said South line, run South 00°53'37" West, a distance of 640.43 feet to the POINT OF BEGINNING.

Containing 4.149 acres, more or less.

Together with all rights of ingress, egress, light, air, and view to, from or across any State Road 453 right of way property which may otherwise accrue to any property adjoining said right of way.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

**PARCEL 316
PART B**

**PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, and the POINT OF BEGINNING; thence continue South 89°41'48" West along said South line, a distance of 50.01 feet; thence departing said South line, run North 00°53'37" East, a distance of 640.43 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 50.01 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35; thence run South 00°53'37" West along said East line, a distance of 640.48 feet to the POINT OF BEGINNING.

Containing 0.735 acres, more or less.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 453
PROJECT No. 429-206**

PARCEL 816

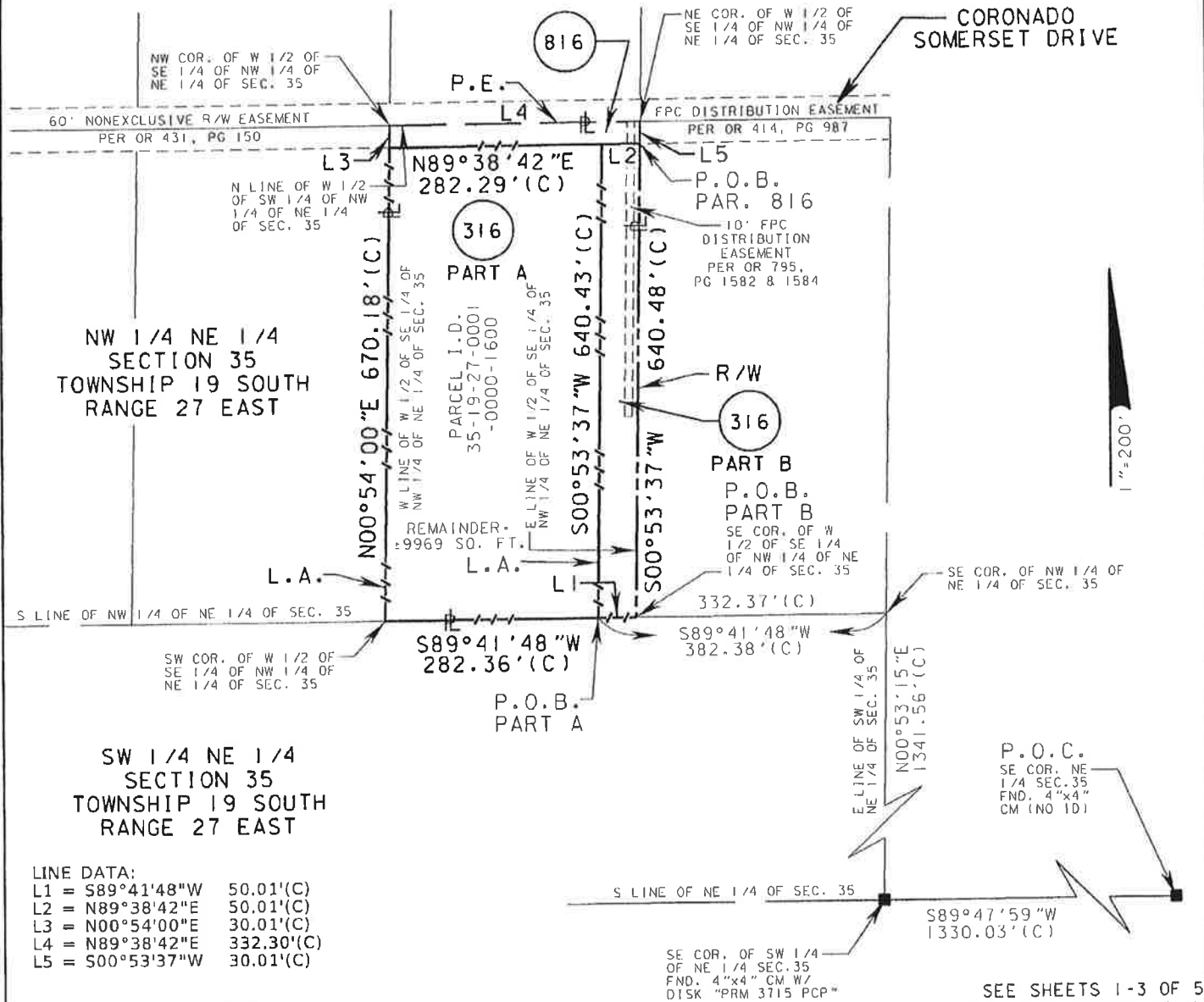
**PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)**

A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'37" East, along the East line of said West 1/2, a distance of 640.48 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.30 feet to the West line of the aforesaid West 1/2; thence departing said South line, run North 00°54'00" East, along said West line, a distance of 30.01 feet to a point on the North line of the aforesaid West 1/2; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to aforesaid East line of the West 1/2; thence departing said North line, run South 00°53'37" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 9969 square feet, more or less.

PARCEL: 316
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SEE SHEET 5 OF 5 FOR LEGEND, LINE DATA, & NOTES

SEE SHEETS 1-3 OF 5 FOR LEGAL DESCRIPTION THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH		STATE ROAD 453 (WEKIVA PARKWAY)		CENTRAL FLORIDA EXPRESSWAY AUTHORITY		SECTION 429-206 (2C)	
		DRMP PROJECT NO. 12-0150.000		SHEET 4 OF 5		DATE: 08/11/14	
		ADD REMAINDER		CWW	11/14	SCALE: 1" = 200'	
		REV. PART B		CWW	11/14	CHECKED: ALQ	
ADDED PARCEL 816		CWW	4/15	PER COMMENTS		CWW	9/14
REVISION		BY	DATE	REVISION		BY	DATE
						DRAWN: BJP	

SKETCH PREPARED BY



DRMP
ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

PARCEL: 316

NOTES:



1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.
2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.
3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876556, DATED JULY 13, 2014.

LEGEND:

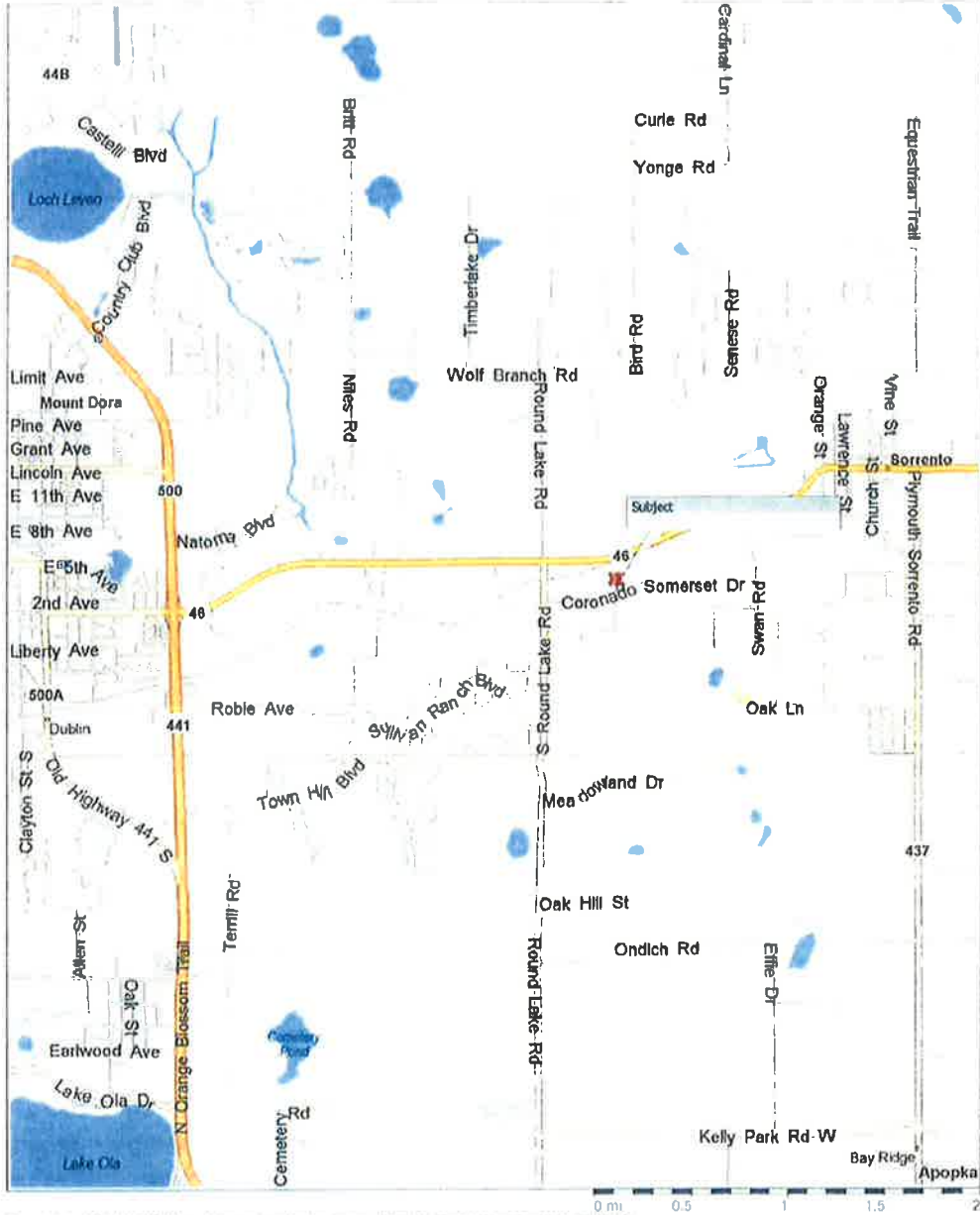
- | | | | |
|--------|-------------------------------|--------|-------------------------|
| (C) | = CALCULATED DATA | OR | = OFFICIAL RECORDS BOOK |
| C.B. | = CHORD BEARING | ℙ | = PROPERTY LINE |
| C.D. | = CHORD LENGTH | P.O.B. | = POINT OF BEGINNING |
| COR. | = CORNER | P.O.C. | = POINT OF COMMENCEMENT |
| CM | = CONCRETE MONUMENT | No. | = NUMBER |
| (D) | = DESCRIBED DATA | P.E. | = PERPETUAL EASEMENT |
| EXIST. | = EXISTING | PG | = PAGE |
| FND. | = FOUND | R | = RADIUS |
| FT. | = FEET | R/W | = RIGHT-OF-WAY |
| I.D. | = IDENTIFICATION | SEC. | = SECTION |
| IP | = IRON PIPE | SQ. | = SQUARE |
| L | = ARC LENGTH | T.B. | = TANGENT BEARING |
| L.A. | = LIMITED ACCESS RIGHT OF WAY | Δ | = CENTRAL ANGLE |
| L.B. | = LICENSED BUSINESS | | |

SEE SHEET 4 OF 5 FOR
SKETCH OF DESCRIPTION

SEE SHEETS 1-3 OF 5
FOR LEGAL DESCRIPTION
THIS SKETCH IS NOT A SURVEY

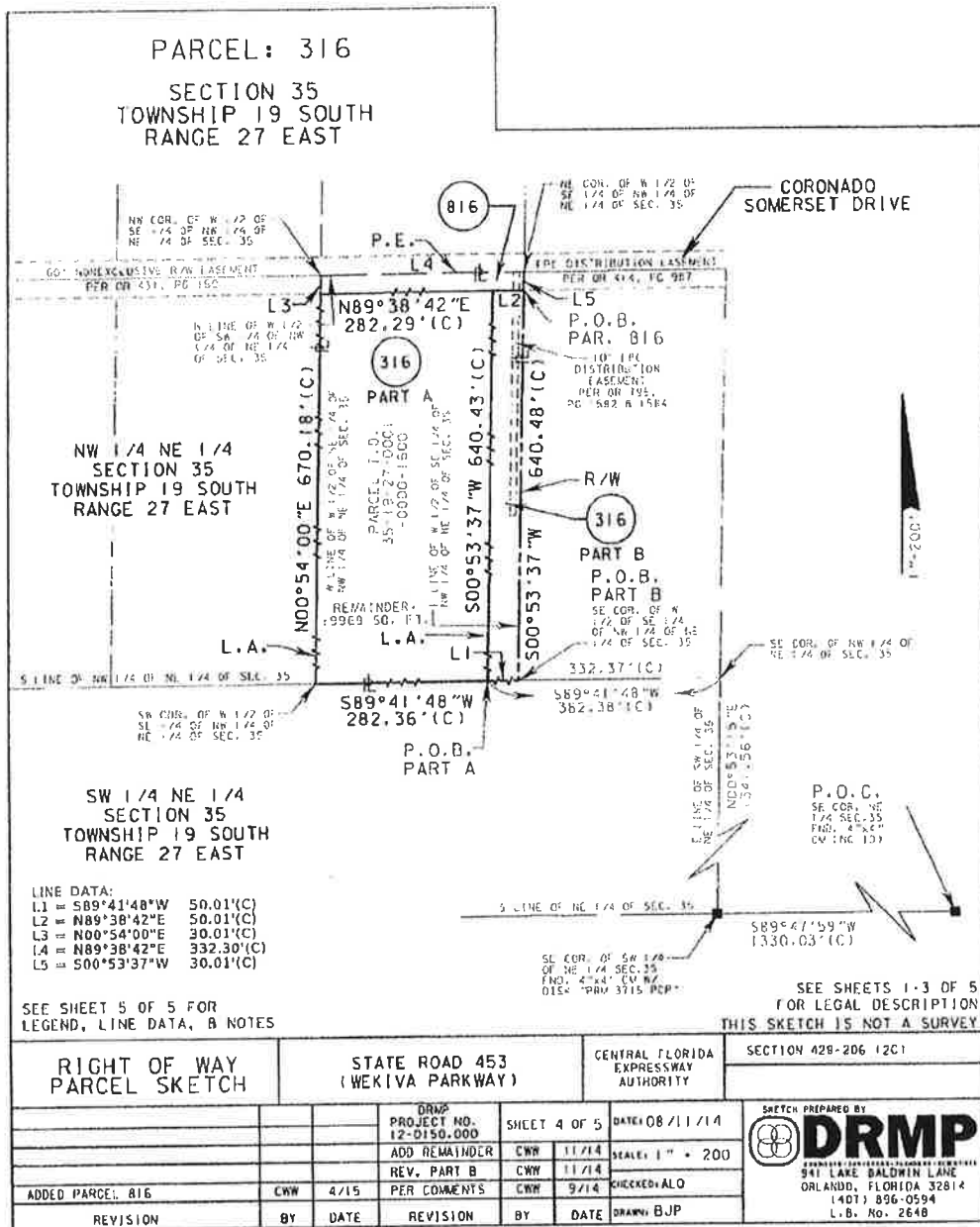
RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)		
 ALLEN L. QUICKEL FLORIDA REGISTERED LAND SURVEYOR NO. 6481 (NOT VALID UNLESS SIGNED AND SEALED)	DRMP PROJECT NO. 12-0150.000	SHEET 5 OF 5	DATE: 08/11/14	SKETCH PREPARED BY  DRMP ENGINEERS • SURVEYORS • PLANNERS • SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648	
	ADD REMAINDER	CWW	11/14		SCALE: 1" = 200'
	REV. PART B	CWW	11/14		CHECKED: ALO
	PER COMMENTS	CWW	9/14		DRAWN: BJP
	REVISION	BY	DATE		

Subject Location Map



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Parcel: 316/816
 Project: Wekiva Parkway 429-206
 County: Lake



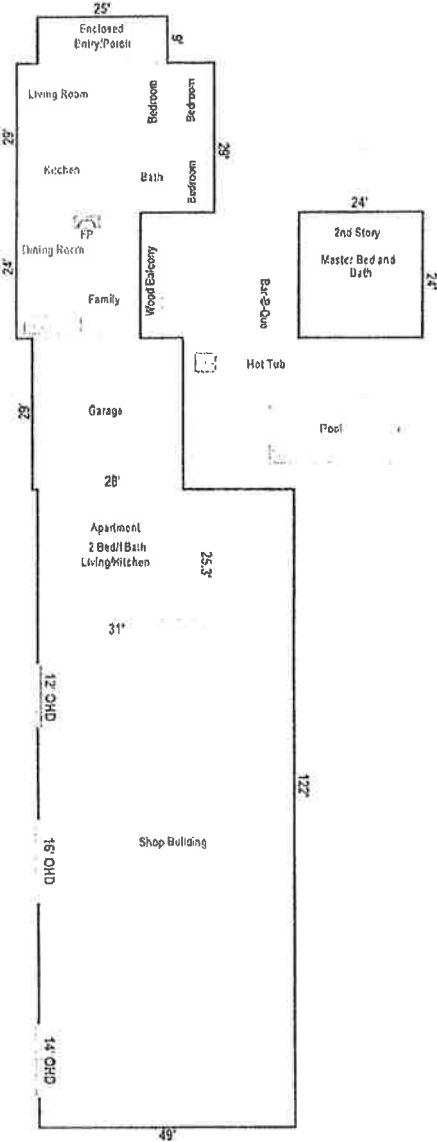
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PROJECT NO. 12-0150.000		SHEET 4 OF 5		DATE: 08/11/14		SCALE: 1" = 200'	
ADD REMAINDER		CWW	11/14	CHECKED: ALO		DRAWN: BJP	
REV. PART B		CWW	11/14	CHECKED: ALO		DRAWN: BJP	
PER COMMENTS		CWW	9/14	CHECKED: ALO		DRAWN: BJP	
ADDED PARCEL: 816		CWW	4/15	CHECKED: ALO		DRAWN: BJP	
REVISION		BY	DATE	REVISION		BY	

SKETCH PREPARED BY

DRMP
 541 LAKE BALDWIN LANE
 ORLANDO, FLORIDA 32814
 (407) 896-0594
 L.B. No. 2648

Parcel: 316/816
Project: Wekiva Parkway 429-206
County: Lake

Floor Plan Parcel 316



Parcel: 316/816
Project: Wekiva Parkway 429-206
County: Lake

PHOTOGRAPHS



(1) Easterly view of Coronado Somerset Drive.
Photograph taken by Richard K. MacMillan, MAI on December 11, 2014



(2) Westerly view of Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

Parcel: 316/816
Project: Wekiva Parkway 429-206
County: Lake

PHOTOGRAPHS



(3) Southerly view of the subject property from Coronado Somerset Drive.
Photograph taken by Richard K. MacMillan, MAI on December 11, 2014



(4) Southerly view of driveway leading to the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(5) Southwesterly view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

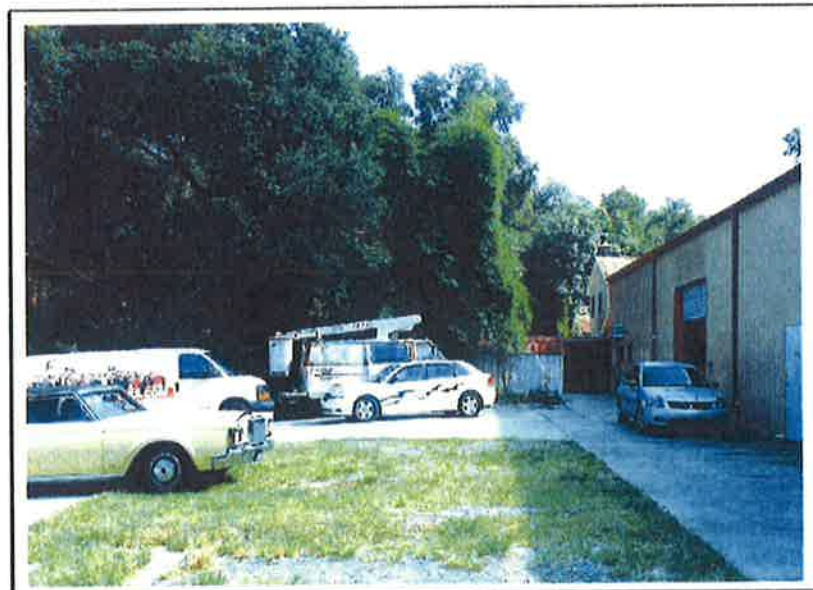


(6) Westerly view of the east elevation of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(7) Northerly view of the shop building.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(8) Northerly view of the shop building and residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(9) Interior view of the residences enclosed front porch.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(10) Interior view of the subject's residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(27) Southerly view of west side of the shop building.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(28) Interior view of the shop building.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



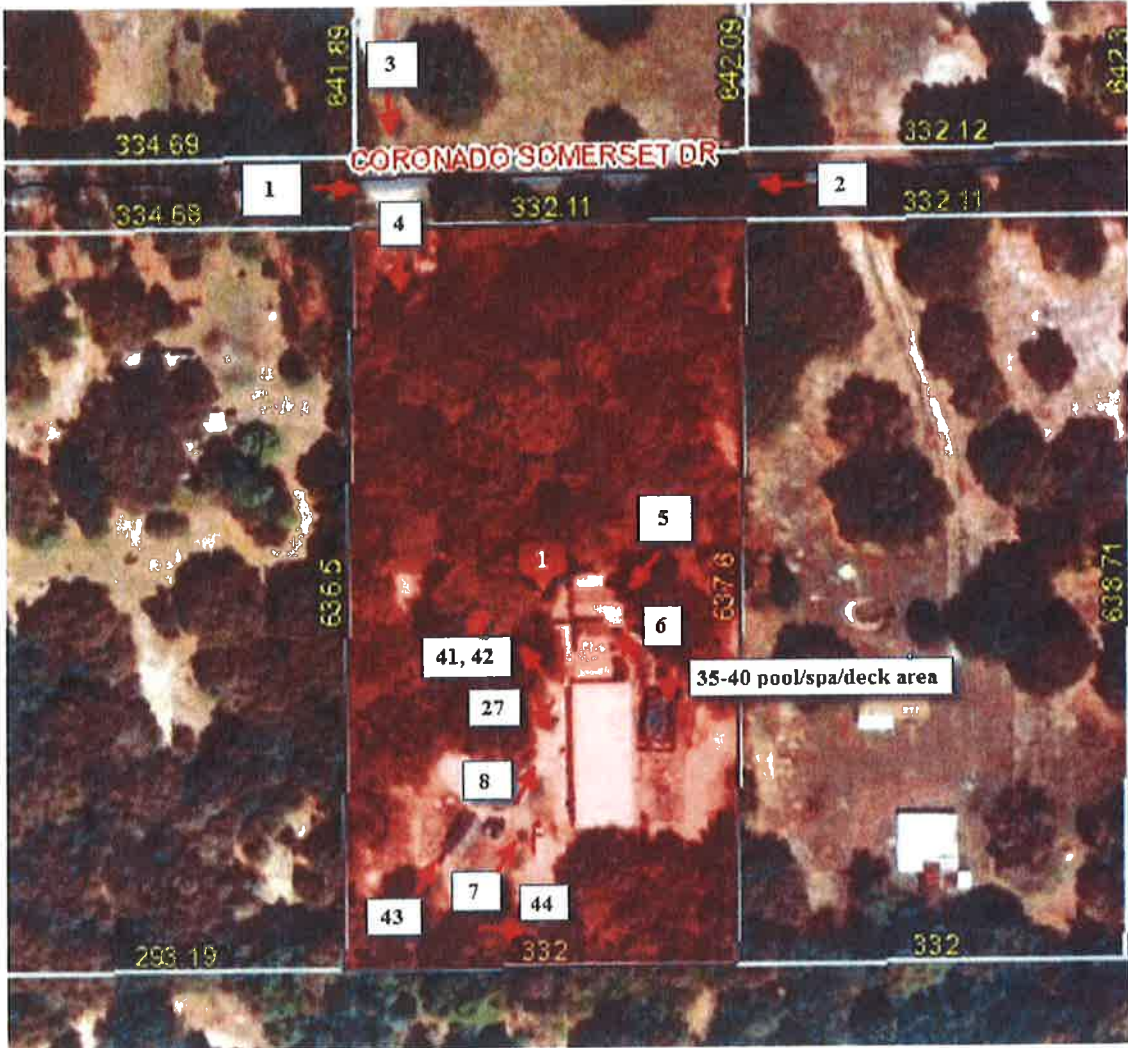
(35) View of the subject's pool and deck patio.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(36) View of the subject's pool.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

Parcel: 316/816
Project: Wekiva Parkway 429-206
County: Lake

Aerial Site Map of Subject with Camera Angles




CONSENT AGENDA ITEM

#13

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: James Edward Cheek, III, Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A. 

DATE: October 26, 2015

RE: S.R. 429 Wekiva Parkway, Project 429-204: Parcel 275
Approval of Partial Settlement of Residential Portion of Property

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a partial settlement involving the residential portion of Parcel 275 of the Wekiva Parkway Project 429-204. A Petition in Eminent Domain was filed on October 14, 2014, and the Court entered an Order of Taking on January 13, 2015.

DESCRIPTION and BACKGROUND:

This case involves the taking of 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving in a bisected northern remainder of 6.92 acres and southern remainder of 27.93 acres. This parcel is owned by Thomas J. Holder, Sr., as Trustee of the Sally R. Holder Credit Shelter Trust and the Thomas J. Holder, Sr. Family Trust.

The property has joint residential and business uses. Improvements within the area of taking include a 105 year old two-story single family residence, which contains 3,124 square feet of living area with five bedrooms and two baths. Thomas J. Holder, Sr., age 80, and his daughter, Beth Ann Arnold, reside in the dwelling. The remainder of the property is used primarily for farming operations, and contains numerous agricultural improvements.

CFX retained the services of Richard MacMillan, who estimated the value of the parent tract to be \$1,633,500.00, and the value of the taking to be \$1,163,600.00. This value has been determined as follows:

Land Value	\$1,318,500
Single Family Residence Value	\$ 161,000
<u>Site Improvement Value</u>	<u>\$ 154,000</u>
Total Value of Parent Tract	\$1,633,500

Land Taken (17.888 acres x \$25,000)	\$ 447,200
Improvements Taken	\$ 228,700
<u>Damages / Cost to Cure</u>	<u>\$ 487,700</u>
Total Compensation	\$1,163,600

The landowners have not yet submitted an appraisal report for their real estate claims, and are not required to submit these reports under the Case Management Order until November 18, 2015.

For the purpose of determining relocation benefits, the property has been analyzed separately with regards to its residential and non-residential components. CFX's relocation agents determined that the residential component of the property is 2.88 acres in size, and contains the home as well as several other residential improvements. The value of the residential component of the property is as follows:

Land (2.88 acres)	\$ 72,000
<u>Residential Improvements</u>	<u>\$177,964</u>
Total Residential Component	\$249,964

PROPOSAL FOR SETTLEMENT OF THE RESIDENTIAL PROPERTY:

Negotiations with landowners' counsel have resulted in a proposal for a partial resolution of this case. Under the Uniform Relocation Act (URA) guidelines, the Holders would qualify for a purchase additive of \$209,036.00 related to this residence, based on available comparable sales. The Holders are willing to accept CFX's appraised value for the residential land and improvements, and accept the purchase additive amount. Landowners' counsel, Raymer Maguire, has also agreed that since there is no "betterment" for the residential component of the real estate, he would not recover attorney fees for this portion of the settlement. In exchange, CFX would agree that it would not attempt to adjust or recoup the amount of the purchase additive, regardless of the outcome of the litigation for the other portions of this case.

Resolution of the residential component is beneficial to CFX in that (1) the landowner is agreeing to accept CFX's appraised value for approximately 20% of the taking, (2) the landowner is agreeing to accept CFX's appraised value of the residential improvements, including a 105-year old house that could potentially be very difficult to appraise, (3) expert fees would be reduced considerably by eliminating the residential component of the case, (4) landowner attorney fees would be reduced because there is no betterment for this portion of the case, and (5) a potentially complex trial will be greatly simplified by reducing the number of issues presented. Furthermore, it is questionable how much, if any, of the purchase additive would qualify for adjustment or recoupment. This settlement proposal creates certainty for the landowners so that they can move forward with acquiring replacement housing, and certainty for CFX by resolving a portion of this case at its own value.

RECOMMENDATION:

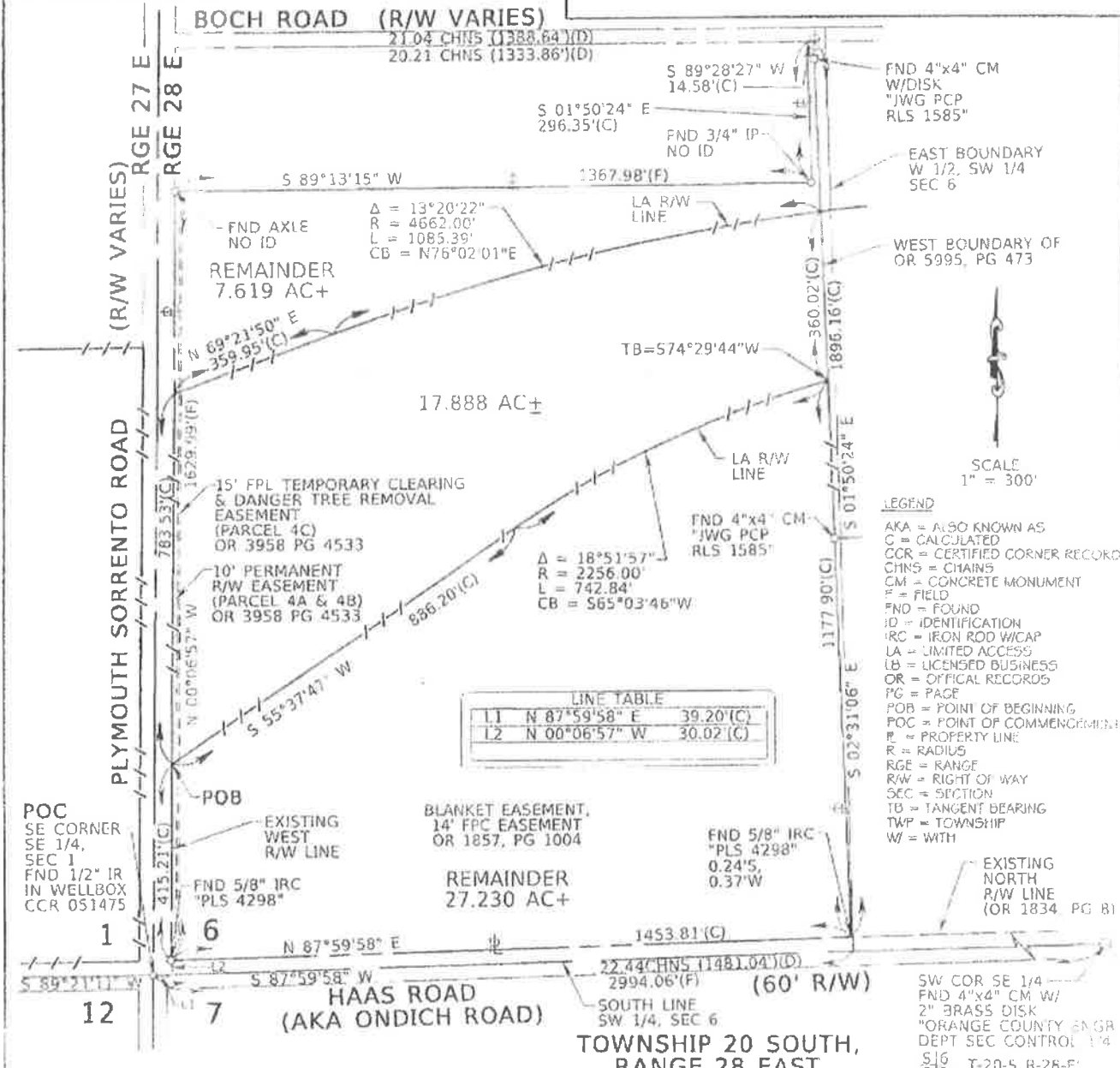
We respectfully request this Board's approval of the proposed partial settlement in the amount of \$249,964.00 to resolve the residential component of Parcel 275.

ATTACHMENT:

Parcel Sketch

SKETCH OF DESCRIPTION

PARCEL: 275
 PURPOSE: LIMITED ACCESS RIGHT OF WAY
 ESTATE: FEE SIMPLE



LINE TABLE		
L1	N 87°59'58" E	39.20'(C)
L2	N 00°06'57" W	30.02'(C)

- LEGEND**
- AKA = ALSO KNOWN AS
 - C = CALCULATED
 - CCR = CERTIFIED CORNER RECORD
 - CHNS = CHAINS
 - CM = CONCRETE MONUMENT
 - F = FIELD
 - FND = FOUND
 - ID = IDENTIFICATION
 - IRC = IRON ROD W/CAP
 - LA = LIMITED ACCESS
 - LB = LICENSED BUSINESS
 - OR = OFFICIAL RECORDS
 - PG = PAGE
 - POB = POINT OF BEGINNING
 - POC = POINT OF COMMENCEMENT
 - PL = PROPERTY LINE
 - R = RADIUS
 - RGE = RANGE
 - R/W = RIGHT OF WAY
 - SEC = SECTION
 - TB = TANGENT BEARING
 - TWP = TOWNSHIP
 - W = WITH

SCALE
 1" = 300'

- GENERAL NOTES:**
- THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°21'11" WEST.
 - THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
 - ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
 - A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 29, 2012, FILE NO. 2037-2864232 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY		STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14	URS URS CORPORATION 315 E. ROBINSON STREET SUITE 245 ORLANDO, FL 32801-1949 PH (407) 492-0353 LICENSED BUSINESS NO. 6839	REVISIONS:
DRAWN BY: DJK	JOB NO:		SHEET: 2 OF 2
APPROVED BY: RJM	OCEA PROJECT NO: 429-204		


CONSENT AGENDA ITEM

#14

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: James Edward Cheek, III, Right of Way Counsel
Winderweedle, Haines, Ward & Woodman, P.A. 

DATE: October 26, 2015

RE: S.R. 429 Wekiva Parkway, Project 429-202; Parcel 130 Part A and B
Approval of Offer of Judgment

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval to serve an Offer of Judgment for Parcel 130. CFX filed its eminent domain action on June 16, 2014. The Court entered an Order of Taking on August 12, 2014.

DESCRIPTION and BACKGROUND:

Parcel 130 involves a relatively small strip take for the purpose of improving Yothers Road. The subject property is located along the north side of Yothers Road, approximately 1,000 feet west of its intersection with Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 4.4548 acres of land area. The Parcel 130 acquisition is a rectangular shaped taking of approximately .1928 acres of land. The taking is located in the southwest portions of the subject property and is comprised of approximately .0773 acres of unencumbered land area and approximately .1155 acres of land area located within the Yothers Road right-of-way.

CFX retained the services of Mr. Stephen J. Matonis, MAI, MRICS with Integra Realty Resources to appraise the property. The subject property is improved with a 1,626 square foot single family residence that was built in 1976, two manufactured homes containing 720 and 672 square feet of heated area, a warehouse, and other supporting site improvements. Mr. Matonis notes that the subject property is zoned ZIP (Zoning-In-Progress) by the City of Apopka. Mr. Matonis concludes that the highest and best use, as improved, is for interim rental of the improvements until the demand for residential development of the site is warranted.

The comparable land sales reflect a range of value of \$28,800 to \$39,849 per acre of land area. Mr. Matonis concluded to a fee simple market value estimate of \$32,000 per acre, or \$135,225 for the total parent tract land value. The contributory value of the improvements was estimated to be \$51,800. This resulted in an estimated market value conclusion for the parent tract of \$193,025. The value of the land taken was estimated to be \$2,659, and the contributory

value of the improvements in the taking were estimated to be \$6,000. Minor site improvements in the taking included an access drive to the subject residences and chain link fencing with three-strand barbed wire. Mr. Matonis developed a minor net cost to cure at \$4,900.

The subject taking does not directly impact any of the building improvements. However, due to the remainder's adjacency to the limited access right of way line in the after condition, Mr. Matonis opined that the land and improvements were damaged by 10%, or \$27,301. These valuation conclusions are summarized as follows:

Value of Part Taken (land and improvements)	\$ 8,659
Damages to Remainder (10%)	\$27,301
<u>Cost to Cure</u>	<u>\$ 4,900</u>
Total Compensation	\$40,860

OFFER OF JUDGMENT

It is requested that this Board approve service of an Offer of Judgment in this case. Offers of Judgment are authorized in eminent domain actions under §73.032, Florida Statutes, which provides that if a defendant rejects an Offer of Judgment and the verdict or judgment is less than the amount of that offer, the court shall not award any costs incurred by the defendant after the date the Offer was rejected. A defendant has up to 30 days after an Offer of Judgment is served to reject the offer. A defendant is also entitled to serve an Offer of Judgment on the Petitioner for an amount that is under \$100,000.00. If the judgment or verdict is equal to or more than the amount of the Offer, landowner's counsel can recover attorneys fees based on the factors set forth in §73.092(2) and (3) (which considers attorney time and labor, difficulty of the case, etc.), rather than on statutory betterment.

The undersigned counsel seeks the Board's approval to serve an Offer of Judgment in the amount of **\$49,032.00**. This amount is derived by applying a 20% incentive over-and-above the appraised value in order to induce an early settlement of this case. CFX has already deposited \$40,860 as its good faith estimate of value. Therefore, if the offer of judgment is accepted, CFX will have to pay an additional \$8,172.00 to resolve this case. As it does not appear that the landowner has yet retained counsel, resolution at this stage would minimize or eliminate landowner attorneys fees and expert fees.

RECOMMENDATION:

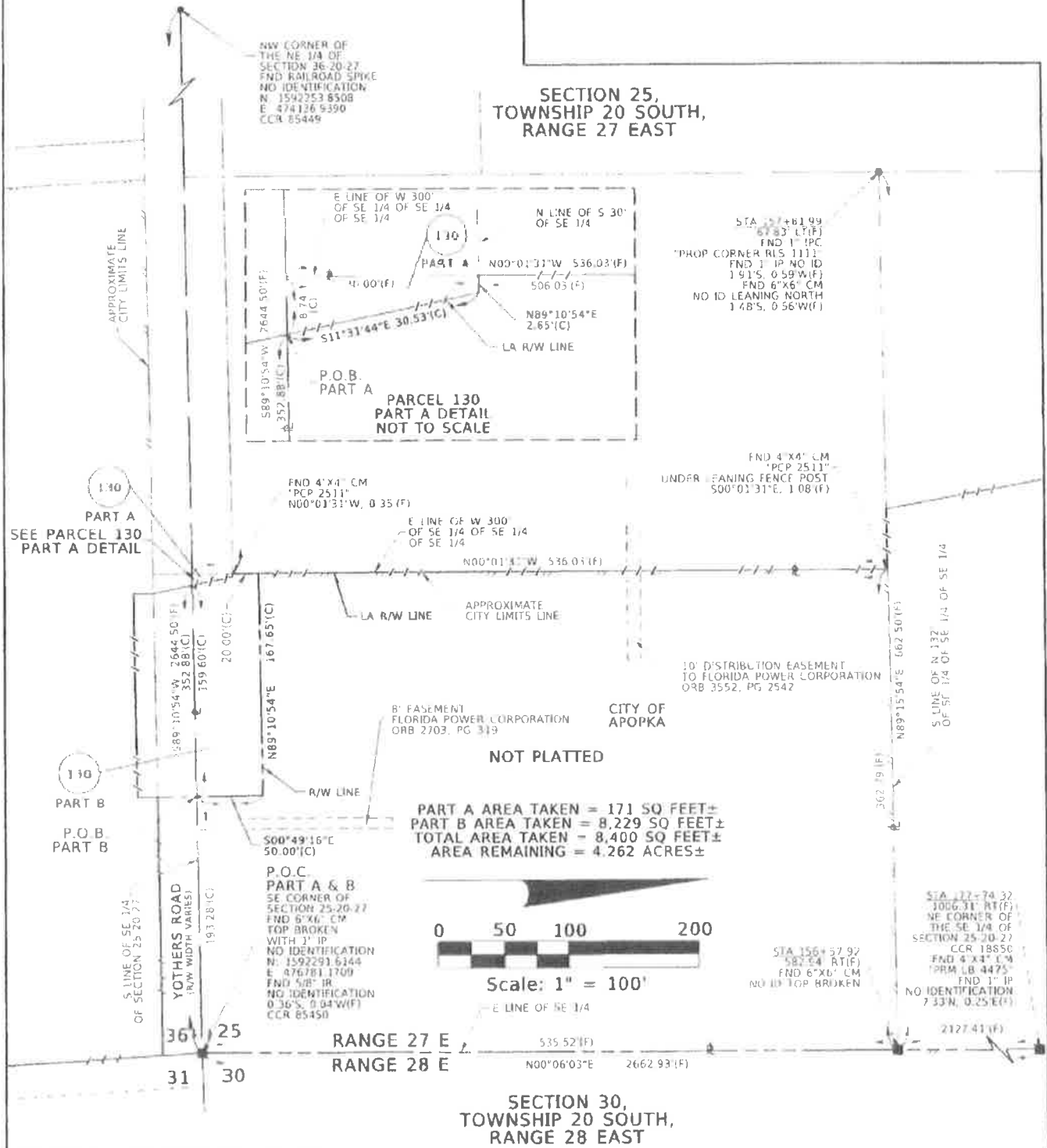
The undersigned counsel respectfully requests that this Board approve service of an Offer of Judgment in the amount of \$49,032.00 to fully resolve the landowner's interest in this case.

ATTACHMENTS:

Sketch of Subject Property
Map Depicting Location of Property

SKETCH OF DESCRIPTION


SECTION 25,
TOWNSHIP 20 SOUTH,
RANGE 27 EAST

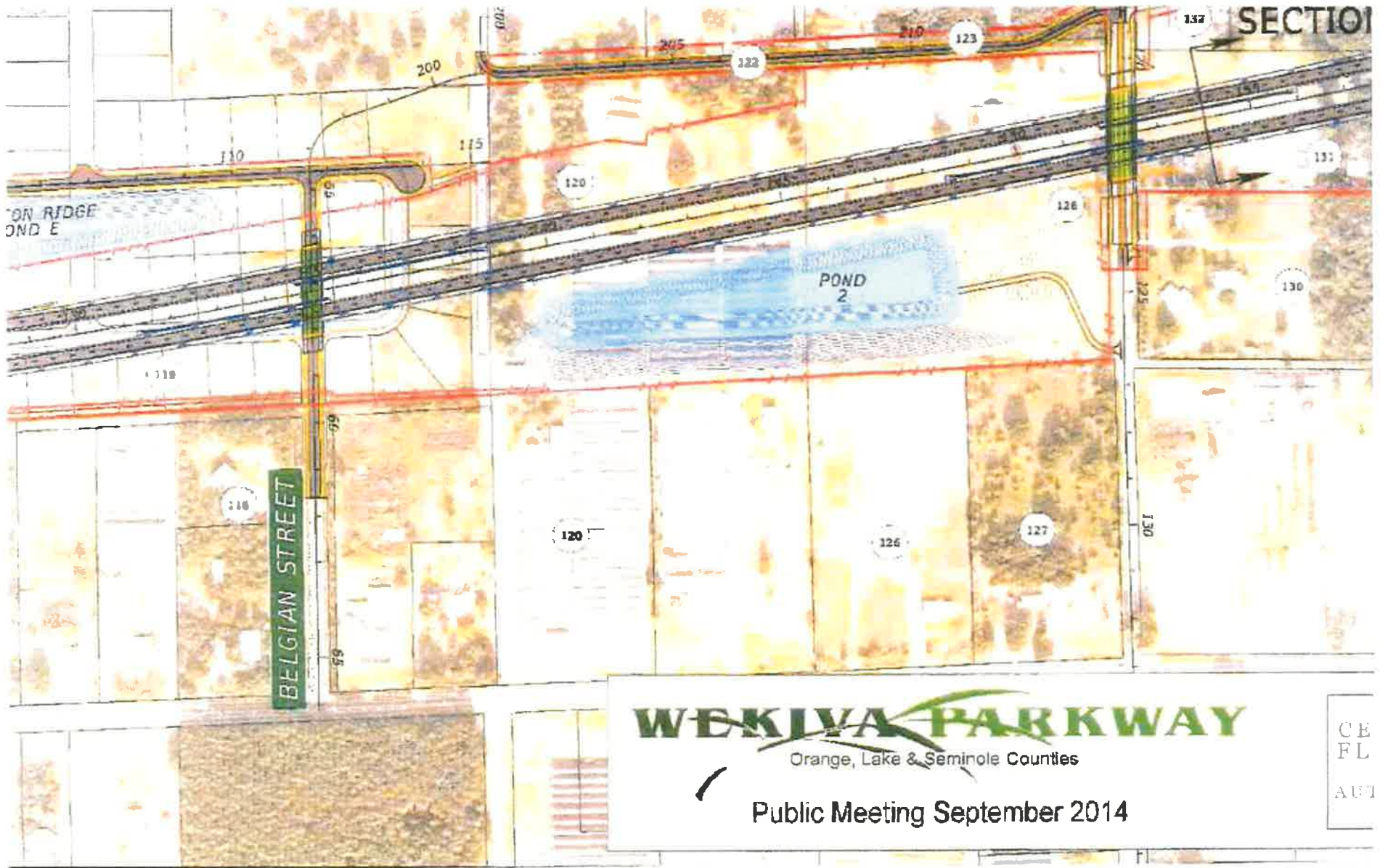


SEE SHEET 1 FOR LEGAL DESCRIPTION
 SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY
 EXPRESSWAY AUTHORITY
 DATE: MAY 23, 2013
 PROJECT NO.: H20-01
 DRAWN: PMM CHECKED: JMS

STATE ROAD 429
 OOCEA PROJECT NO. 429-202
 PARCEL NO. 130

 **GEODATA CONSULTANTS, INC**
 SURVEYING & MAPPING
 2700 WESTHALL LANE
 SUITE 137
 MAITLAND, FLORIDA 32751
 VOICE: (407) 660-2322 FAX: 660-8223
 LAND SURVEYOR BUSINESS LICENSE NO. 6556



SECTION

ON RIDGE
OND E

POND
2

BELGIAN STREET

WEKIVA PARKWAY

Orange, Lake & Seminole Counties

Public Meeting September 2014

CE
FL
AUT

CONSENT AGENDA ITEM

#15



Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members
FROM: David A. Shontz, Esq., Right-of-Way Counsel
DATE: October 20, 2015
RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 177
Settlement of Experts' Fees and Costs and Attorney's Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the Board for the negotiated settlement of experts' fees and attorney's costs related to the settlement of Parcel 177.

DESCRIPTION AND BACKGROUND

Settlement of Parcel 177 was accomplished via a Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Felipe Villagomez-Arriaga ("Owner"). At its March 25, 2015 meeting, the Right-of-Way Committee recommended the Board accept the terms of the Mediated Settlement Agreement, and the Board approved the settlement at its April 9, 2015 meeting. The terms of the Mediated Settlement Agreement was reduced to a Stipulated Final Judgment, entered by the Honorable John Marshall Kest on April 22, 2015, providing \$61,200 for full payment for the property designated as Parcel 177 and statutory attorney's fees in the amount of \$6,468. At the time the Mediated Settlement Agreement was executed and the Stipulated Final Judgment was entered, the experts' fees and costs and attorney's costs were not available.

On April 30, 2015, J. Christy Wilson III, the attorney representing Mr. Villagomez-Arriaga, filed a Motion to Tax Experts' Fees and Attorney's Costs seeking a total of \$50,075.39. (A copy of the motion is attached.) Right-of-Way Counsel has reviewed the invoices attached to the motion and determined what is compensable under Florida law and provides the recommended settlement amount totaling \$44,639.22. A chart comparing the costs is attached.

A hearing on this motion is scheduled for Monday, November 16, 2015, at 1:30 p.m. before the Honorable John Marshall Kest. At that hearing, Judge Kest could enter an order requiring the CFX to pay the full amounts submitted by Mr. Wilson in his motion. In addition to payment of the full amount of \$50,075.39, CFX would incur additional costs for its Right-of-

Way Counsel to prepare for and attend this hearing and additional attorney's fees incurred by Mr. Wilson for supplemental proceedings. It would be in the best interest of CFX to pay the recommended fees and costs outlined on the attached chart as these fees are recoverable under Florida law and as to not incur additional fees and costs involved with the defense of the Motion to Tax Experts' Fees and Attorney's Costs. The proposed settlement was recommended by the Right-of-Way Committee at its October 28, 2015 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the negotiated experts' fees and attorney's costs outlined in the attached chart totaling \$44,639.22 related to the acquisition of Parcel 177.

ATTACHMENTS

Exhibit "A" – Motion to Tax Experts' Fees and Attorney's Costs

Exhibit "B" – Comparison of Parcel 177 Experts' Fees and Costs and Attorney's Costs

ORLDOCS 14313117 1

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN
AND FOR ORANGE COUNTY,
FLORIDA

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY,**
a body politic and corporate, and an agency
of the state under the laws of the State of Florida,

Case No. 2014-CA-3592-O

Parcels: 177

Petitioner,

Subdivision: 39

vs.

**KENNETH A. GRIMM and JANUARY D.
GRIMM, et al., FELIPE VILLAGOMEZ-
ARRIAGA,**

Respondents.

MOTION TO TAX EXPERTS' FEES AND ATTORNEY'S COSTS

Respondent, **FELIPE VILLAGOMEZ-ARRIAGA**, ("Respondent"), by and through his undersigned counsel, hereby files this Motion To Tax Experts' Fees and Attorney's Costs pursuant to Section 73.091, Fla. Stat. (2014), and states:

1. Respondent retained the law firm of Wilson & Garber, P.A. f/k/a Wilson & Garber & Small, P.A. to represent him as it related to the potential acquisition of his property by Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("Petitioner"). Respondent entered into an Employment Agreement with the law firm of Wilson & Garber, P.A., on or about November 29, 2005. A true and correct copy of the Employment Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

2. In order to adequately represent the claims of the Respondent, experts were engaged by the Respondent and said experts rendered professional services with respect to Parcel 177.

EXHIBIT "A"

3. On April 22, 2015, a Stipulated Final Judgment was entered in favor of Respondent which reserved jurisdiction to determine payment of experts' fees and attorney's costs and supplemental proceedings, if any.

4. Richard C. Dreggors of Calhoun, Dreggors & Associates, Inc., provided expert services to the Respondent totaling \$16,856.00. The accounting for said charge is attached hereto as Composite Exhibit B.

5. Charles Madden of Moorhead & Glunt, Inc., provided expert services to the Respondent totaling \$1,080.62. The accounting for said charge is attached hereto as Composite Exhibit C.

6. Richard T. McCree, Sr. of McCree General Contractors & Architect, provided expert services to the Respondent totaling \$5,091.25. The accounting for said charge is attached hereto as Composite Exhibit D.

7. Paul V. Sherma, P.E. of Professional Engineering Resources, Inc., provided expert services to the Respondent totaling \$4,023.47. The accounting for said charges is attached hereto as Composite Exhibit E.

8. PGA Title, Inc. provided expert services to the Respondent for the sum of \$56.25¹. The accounting for said charge is attached hereto as Composite Exhibit F.

9. Eric E. Rahenkamp, of Rahenkamp Design Group, Inc., provided expert services to the Respondent totaling \$15,616.40. The accounting for said charge is attached hereto as Composite Exhibit G.

10. Michael T. Rudd, Surveyor, provided expert services to the Respondent totaling \$4,928.53. The accounting for said charge is attached hereto as Composite Exhibit H.

¹ This suit contains many parcels and the costs have been allocated to each parcel equally.

11. Orange Legal provided services to the Respondent totaling \$164.66. The accounting for said charge is attached hereto as Composite Exhibit I.

12. Phipps Reporting, Inc. provided services to the Respondent totaling \$571.47. The accounting for said charge is attached hereto as Composite Exhibit J.

13. Aerial Cartographs of America, Inc. provided services to the Respondent totaling \$97.85. The accounting for said charge is attached hereto as Composite Exhibit K.

14. The Respondent obtained documents from the Central Florida Expressway Authority by way of a public records request for which he was charged \$76. The accounting for said charge is attached hereto as Composite Exhibit L.

15. The Presentation Group provided services to the Respondent totaling \$12.70. The accounting for said charge is attached hereto as Composite Exhibit M.

16. Ricoh USA, Inc. provided services to the Respondent totaling \$275.50. The accounting for said charge is attached hereto as Composite Exhibit N.

17. Wilson & Garber, P.A. incurred miscellaneous charges on behalf of the Respondent totaling \$1,224.69. The accounting for said charges is attached hereto as Composite Exhibit O.

18. The total experts' fees and attorney's costs incurred in representing the claims of the Respondents is \$50,075.39.

19. As attorney for Respondent, it is the undersigned's opinion, and it is hereby certified, that said expenditures and services were reasonably necessary in the handling of this cause, of useful value in handling of this cause, and that the charges are proper in amount and commensurate with work done.

WHEREFORE, Respondent requests that this Court enter an order that awards attorneys' fees, experts' fees and attorneys' costs in the amount of \$50,075.39.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 30, 2015, a true and correct copy of the foregoing was electronically filed with the Florida Courts E-Filing Portal which will serve a copy to all counsel of record with an electronic mail account listed, and sent via U.S. Mail to all Respondents with mailing addresses listed on the attached Service List.

WILSON & GARBER, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801
Attorneys for Respondent,
FELIPE VILLAGOMEZ-ARRIAGA
Telephone: (407) 843-4321
Facsimile: (407) 423-1505

s/J. Christy Wilson, III

J. Christy Wilson, III
Florida Bar No. 036161
Kurt H. Garber
Florida Bar No. 0019496
jcwilson@wilsongarber.com
kgarber@wilsongarber.com
dsmith@wilsongarber.com

Central Florida Expressway Authority v. Grimm, et al., 2014-CA-003592 - Parcel 177

Central Florida Expressway Authority
c/o David A. Shontz, Esq.
Harold Eugene Morlan, III, Esq.
Shutts & Bowen LLP
dshontz@shutts.com
hmorlan@shutts.com

Sidney C. Calloway, Esq.
Shutts & Bowen LLP
200 East Broward Blvd., Suite 2100
Fort Lauderdale, FL 33301
scalloway@shutts.com
jlawrence@shutts.com
smcmenamy@shutts.com
Attorney for Petitioner

Palisades Collection, LLC
c/o CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation, FL 33324

Nicholas A. Shannin, Esq.
Attorney for Clerk of the Circuit Court
Debbie.fafalios@myorangeclerk.com
CTAdminDiv@myorangeclerk.com

Wilson & Garber, P.A.

437 N. Magnolia Avenue

Orlando, Florida 32801

Statement of Costs

CFEA v. Kenneth A. Grimm & January D. Grimm, et al

Felipe Villagomez-Arriaga

IC#4782

Parcel 177

Costs incurred as of April 03, 2015

A. Expert Charges

Calhoun, Dreggors & Associates, Inc. Statement dated 02/17/15	\$ 16,856.00
Madden, Moorehead & Glunt, Inc. Statement dated 02/25/15	1,080.62
McCree General Contractors & Architects Statement dated 03/18/15	5,091.25
Professional Engineering Resources, Inc. Statement dated 02/17/15	4,023.47
PGA Title, Inc. Statement dated 07/07/14	56.25
Rahenkamp Design Group, Inc. Statement dated 02/17/15	15,616.40
Michael T. Rudd Statement dated 07/23/14	\$ 4,300.00
Invoice No. 120a	133.42
Invoice dated 07/23/14	495.11
	4,928.53
Total Expert Charges	\$ 47,652.52

B. Court Reporter Charges

Orange Legal, Inc.

Invoice No. 149135	43.70	
Invoice No. 149456	3.09	
Invoice No. 152378	117.87	164.66

Phipps Reporting, Inc.

Invoice No. 19496	136.38	
Invoice No. 19574	101.56	
Invoice No. 19589	136.78	
Invoice No. 24129	67.93	
Invoice No. 24324	25.75	
Invoice No. 24996	103.07	571.47

Total Court Reporting Charges

736.13

C. Exhibit Preparation Charges

Aerial Cartographics of America, Inc.

Invoice No. 190345		97.85
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Central Florida Expressway Authority

Invoice No. 0819	62.50	
Invoice No. 0114	13.50	76.00

The Presentation Group

Invoice No. 144335	2.74	
Invoice No. 144347	4.11	
Invoice No. 153893	3.19	
Invoice No. 172242	2.66	12.70

Ricoh USA, Inc.

Invoice No. L2414050225	24.16	
Invoice No. L2414060178	20.98	
Invoice No. L2414080058	23.00	
Invoice No. L2414110265	18.44	
Invoice No. L2415020303	188.92	275.50

Total Exhibit Preparation Charges

462.05

D. Miscellaneous Charges

Copy Charges	1,083.75
Fax Charges	8.00
Federal Express Charges	2.76
Long Distance Charges	19.85
Meeting Charges	17.46
Mileage Charges	2.86
Postage Charges	78.34
Service Fee Charges	11.67

Total Miscellaneous Charges

1,224.69

Total Costs Incurred

\$50,075.39

WILSON, GARBER & SMALL, P.A.
437 North Magnolia Avenue
Orlando, Florida 32801
(407) 843-4321

EMPLOYMENT AGREEMENT FOR REPRESENTATION OF OWNERS
WHOSE PROPERTY IS BEING TAKEN BY PUBLIC AUTHORITY.

Gentlemen:

I, the undersigned, hereby employ you as my attorneys to represent me in the forthcoming condemnation proceedings involving the property described below. I hereby authorize you to take such steps and to employ on my behalf the services of such expert real estate appraisers, photographers and other experts as are necessary to secure for me the just and full compensation for the taking of my property as is guaranteed by the Constitution and Laws of the State of Florida.

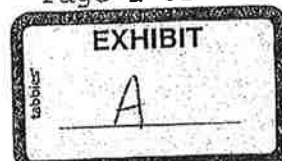
In the event suit is filed, it is understood that your attorneys' fees for such representation will be paid by the condemning authority in such amount as is reasonable for the services performed in connection with the preparation, trial and/or settlement of the condemnation proceedings.

It is further understood that your firm will apply to the Court for an allowance from the condemning authority of all costs and expenses incurred in the preparation and defense of my claim in the condemnation proceedings and will use their best efforts to recover all costs and expenses from the condemning authority.

This agreement is for work in pre-suit negotiations and at the trial level in the Circuit Court only. Should appellate work be necessary, an arrangement for costs and fees would be mutually agreed to at that time.

In the event suit is filed pursuant to Chapter 74 of the Florida Statutes, at such time as monies become available to the owner in the condemnation proceedings, an advance deposit for costs and fees to the extent of ten (10%) percent thereof shall be made with you. The advance deposit shall be allocated as follows: one-half (1/2) shall be used as a retainer and one-half (1/2) shall be used to pay costs as they accrue. A strict accounting shall be rendered at the conclusion of the case and the advance deposit, without interest, shall be refunded upon reimbursement of the costs and attorneys' fees from the condemning authority.

Page 1 of 1



All negotiations for settlement shall be conducted by Wilson, Garber & Small, P.A. and no settlement shall be made without my knowledge and consent.

This contract may be canceled by written notification to you at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, I shall not be obligated to pay any fees to you for the work performed during that time. If you have advanced funds to others in my representation, you are entitled to be reimbursed for such amounts as you have reasonably advanced on my behalf.

Very truly yours,

BY: Felipe Villagomez-Arriaga
Felipe Villagomez-Arriaga

SS# 466-85-9369

DATE: _____

ACCEPTED:

WILSON, GARBER & SMALL, P.A.

BY: J. Christy Wilson, III
J. CHRISTY WILSON, III
Florida Bar Number 326161
For the Firm

NAME, ADDRESS AND TELEPHONE
NUMBER OF CLIENT(S)
Felipe Villagomerz-Arriaga
P. O. Box 1158
Plymouth, Florida 32768

PROPERTY DESCRIPTION
3350 Plymouth Sorrent Road

CONDEMNING AUTHORITY:

O/OCEA

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 17, 2015

J. Christy Wilson, III, Esq.
c/o Wilson, Garber
437 North Magnolia Avenue
Orlando, Florida 32801

Prepared For Mediation

RE: Owner: Villagomez-Arriga
Parcel No.: 177
Project: Wekiva Parkway
County: Orange

INVOICE

Meeting/conferences with experts, conferences with owner's representative, meeting with City of Apopka, review assemblage of land in area, inspect subject property, review land planning report, sales research/analysis, meeting with owners, review/write report.

Eaton:	16.50 Hrs. x \$125/Hr. =	\$ 2,062	
Abrams:	67.00 Hrs. x \$150/Hr. =	10,050	
Dreggors:	14.75 Hrs. x \$225/Hr. =	<u>3,319</u>	
Subtotal			\$15,431

Meeting with owner's representative, review/discuss CFX appraisal and sales.

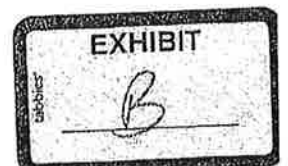
Abrams:	8.00 Hrs. x \$150/Hr. =	\$1,200	
Dreggors:	1.00 Hrs. x \$225/Hr. =	<u>225</u>	
Subtotal			\$ 1,425
Total			\$16,856

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa



OWNER	VILLAGOMEZ-ARRIGA	KEVIN EATON
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	177	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/28/14	PREPARED FOR MEETING WITH OWNER'S REPRESENTATIVE.	0.50
05/29/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF O/OCEA VALUES; REVIEWED O/OCEA UPDATED APPRAISAL.	1.25
06/09/14	REVIEWED O/OCEA UPDATED APPRAISAL AND MAPPED VALUES ON PROJECT MAP.	0.75
07/29/14	MEETING WITH RICK TO PREPARE FOR MEETING.	0.50
07/30/14	PREPARED FOR AND ATTENDED CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; UPDATED AERIAL OF SUBJECT, CFX VALUES AND REVIEWED SURVEY.	0.75
08/01/14	REVIEWED CFX UPDATED REPORTS, SURVEY AND CORRESPONDED WITH CONTRACTOR REGARDING SCOPE OF WORK.	0.25
09/18/14	PRO-RATA SHARE OF RESEARCH OF LAND SALES PURCHASED FOR SUBDIVISION DEVELOPMENT.	0.75
09/19/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND CREATED A SUMMARY GRID OF SALES.	1.75
09/22/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND CREATED A SUMMARY GRID OF SALES.	1.25
09/23/14	PRO-RATA SHARE OF WORK ON WRITE-UPS OF SALES.	0.25
09/24/14	PRO-RATA SHARE OF WORK ON WRITE-UPS OF LAND SALES.	0.75
09/25/14	PRO-RATA SHARE OF WORK ON RESEARCH OF LAND SALES, WRITE-UPS AND VERIFICATIONS.	1.00
09/26/14	PRO-RATA SHARE OF VERIFICATION OF SALES; CONTINUED WORK ON SALES RESEARCH AND WRITE-UP OF SALES.	1.50
09/28/14	PRO-RATA SHARE OF VERIFICATION OF SALES; CONTINUED WORK ON SALES RESEARCH AND WRITE-UP OF SALES.	0.75

OWNER	VILLAGOMEZ-ARRIGA	KEVIN EATON
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	177	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
09/29/14	PRO-RATA SHARE OF SALE VERIFICATIONS.	0.75
09/30/14	PRO-RATA SHARE OF VERIFICATION OF SALES AND WORKED ON SALE WRITE-UPS.	1.75
10/01/14	PRO-RATA SHARE OF ADDITIONAL SALES RESEARCH AND REVIEWED WITH RICK.	0.50
10/02/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND RESEARCHED ADDITIONAL DOCUMENTS FOR SALES; MET WITH RICK TO REVIEW.	0.75
10/03/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND RESEARCHED ADDITIONAL DOCUMENTS FOR SALES; MET WITH RICK TO REVIEW.	<u>0.75</u>
	TOTAL HOURS	16.50

OWNER	VILLAGOMEZ-ARRIGA	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	177	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
08/18/14	RESEARCH SALES.	3.00
09/03/14	ANALYSIS OF RESIDENTIAL MARKET.	1.75
09/10/14	PREPARED FOR MEETING.	0.25
09/15/14	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	0.50
09/24/14	ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.75
10/07/14	REVIEW OF LAND PLANNING REPORT; REVIEW OF CONDEMNOR'S APPRAISALS; ANALYSIS OF SUBJECT DATA.	4.00
10/09/14	PULL SUBJECT DOCUMENTS; RESEARCH IMPROVED SALES; ANALYSIS OF SALES; ANALYSIS OF HIGHEST AND BEST USE AFTER; ASSIST WITH APPRAISAL.	8.00
10/10/14	ANALYSIS OF AFTER SALES; ASSIST WITH APPRAISAL; REVIEW OF CONTRACTOR'S COST ESTIMATE; PREPARE CDA COST GRID.	5.00
10/13/14	ASSISTED WITH APPRAISAL; RESEARCH/ANALYSIS OF SALES.	4.00
10/14/14	ASSISTED WITH APPRAISAL; RESEARCH SALES; CONFERENCE WITH RICK TO DISCUSS HIGHEST AND BEST USE AFTER TAKING.	5.25
10/15/14	MEETING WITH RICK TO DISCUSS AFTER SALES; ANALYSIS OF SALES; ASSISTED WITH APPRAISAL.	6.50
10/16/14	ASSIST WITH APPRAISAL; ANALYSIS OF DAMAGES; MEETING WITH RICK TO REVIEW.	3.50
10/17/14	WORKED ON SALE WRITE-UPS AND EXHIBITS; ASSISTED WITH APPRAISAL.	4.75
10/30/14	ASSISTED WITH APPRAISAL.	2.00
11/10/14	PREPARE FOR SITE INSPECTION OF SUBJECT AND COMPARABLES.	1.25

OWNER	VILLAGOMEZ-ARRIGA	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	177	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
11/11/14	INSPECTED SUBJECT PROPERTY; RESEARCH CONTACT INFORMATION FOR SALES VERIFICATIONS; VERIFIED SALES; REVIEW OF UPDATED ENGINEER REPORT.	3.25
11/12/14	VERIFIED SALES; WORKED ON SALE WRITE-UPS.	2.00
11/13/14	VERIFIED SALES; ASSISTED WITH APPRAISAL/EXHIBITS FOR REPORT.	3.00
11/19/14	INSPECTED SALES WITH RICK.	1.50
11/20/14	VERIFIED SALES.	2.00
11/21/14	ASSISTED WITH APPRAISAL REPORT; WORKED ON ADDENDA.	2.00
11/24/14	WORKED ON ADDENDA; ASSISTED WITH APPRAISAL REPORT.	1.75
11/25/14	ASSISTED WITH ADDENDA.	<u>1.00</u>
	SUBTOTAL	67.00
02/02/15	RESEARCH/ANALYSIS OF CONDEMNOR SALES.	3.75
02/03/15	ANALYSIS OF CONDEMNOR SALES; RESEARCH VERIFICATION INFORMATION.	3.00
02/11/15	MEETING WITH RICK TO DISCUSS ALTERNATIVE VALUE ANALYSIS.	<u>1.25</u>
	SUBTOTAL	8.00
	TOTAL HOURS	75.00

OWNER	VILLAGOMEZ-ARRIGA	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	177	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/05/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW TAKING ISSUES AND SCOPE OF WORK.	0.75
05/12/14	PREPARE FOR AND MEET AT SITE WITH EXPERTS; INSPECT AREA OF THE TAKING; REVIEW IMPACTS TO REMAINDER.	1.25
05/29/14	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW SCOPE OF WORK; CONFERENCE WITH SURVEYOR; CONFERENCE WITH PLANNER.	0.75
07/29/14	MEETING WITH ASSOCIATE TO PREPARE FOR MEETING WITH PLANNER; CONFERENCE WITH LAND PLANNER.	0.50
07/30/14	MEETING/CONFERENCE WITH EXPERTS TO DISCUSS HIGHEST AND BEST USE AND SCOPE OF WORK/CURES FOR REMAINDER WHERE NEEDED.	0.75
09/17/14	REVIEW ASSEMBLAGE OF LAND IN AREA; CONFERENCE WITH KURT GARBER REGARDING DEADLINES AND UTILITY COSTS NEEDED FROM ENGINEER.	0.75
10/02/14	MEETING WITH ASSOCIATE TO REVIEW SALES.	0.25
10/03/14	MEETING WITH ASSOCIATE TO REVIEW SALES.	0.25
10/14/14	REVIEW AFTER VALUE ANALYSIS; MEETING WITH ASSOCIATE.	1.50
10/15/14	REVIEW AFTER LAND SALES WITH ASSOCIATE; ANALYSIS OF AFTER VALUE.	1.25
10/16/14	REVIEW AFTER VALUE WITH ASSOCIATE.	0.50
10/29/14	REVIEW/WRITE REPORT.	3.25
11/11/14	INSPECT SUBJECT; MEETING WITH OWNERS; ANALYSIS OF DAMAGES.	1.00
11/12/14	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING ENGINEERING REPORT.	0.25
11/19/14	INSPECT SALES.	<u>1.75</u>
	SUBTOTAL	14.75

OWNER	VILLAGOMEZ-ARRIGA	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)	177	
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
01/26/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO DISCUSS CFX REBUTTAL REPORTS.	0.25
02/11/15	MEETING WITH ASSOCIATE TO REVIEW AFTER VALUE ANALYSIS.	<u>0.75</u>
	SUBTOTAL	1.00
	TOTAL HOURS	15.75



MADDEN
MOORHEAD & GLUNT, INC.
 CIVIL ENGINEERS

431 East Horatio Avenue
 Suite 260
 Maitland, FL 32751

February 25, 2015
 Invoice No: 015014.000 - 1

Wilson, Garber & Small, PA
 Attn: Mr. J. Christy Wilson, III
 437 N. Magnolia Avenue
 Orlando, FL 32801-1524

Project 015014.000 Plymouth-Sorrento Road

Basis of Billing: Per Letter of Agreement dated 02/10/2015.
 Status: Reviewed documents provided by client including DWI letter, RDG reports, appraisals, and JPA agreement; Reviewed other Apopka annexations to address enclave issue and corresponded with David Moon and Eric Raasch; Completed site inspection of parcels and the Plymouth Sorrento Road corridor; Drafted response letter to DWI for client review; Stopped work 2/25/2015 per client direction.

Invoice Period: January 31, 2015 - February 25, 2015

Professional Services

	Hours	Rate	Amount	
President	31.25	200.00	6,250.00	
Permitting Manager	2.75	85.00	233.75	
Totals	34.00		6,483.75	6,483.75
Total Labor				
		Total this Phase		\$6,483.75
		Total this Invoice		\$6,483.75

Authorized By: _____

CHARLES MADDEN

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McCree

GENERAL CONTRACTORS & ARCHITECTS

McCree General Contractors and Architects
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 4-671-60-001
Invoice Date 3/18/2015
Job Number 14-671-60

To:

J. Christy Wilson, III
Wilson and Garber P.A.
437 N. Magnolia Avenue
Orlando FL 32801

CFE vs. Felipe
Job Location Villagomez-Arriago
Parcel #177
3350 Plymouth Sorrento
Plymouth FL 32768

Consulting services to date - 3/18/2015

Date	Description	Professional	Position	Hours	Rate	Amount
7/31/2014	File set up	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
8/4/2014	Agreement letter	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
8/4/2014	Meet attorney discuss requirements	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
8/4/2014	Print plans	Victor Phan	CADD OPERATOR	0.5	\$65.00	\$32.50
8/6/2014	View properties & discuss	Richard McCree, Sr.	Principal	2	\$250.00	\$500.00
8/7/2014	View properties & discuss	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
8/7/2014	View properties & discuss	Patricia Thels	Principal	0.25	\$250.00	\$62.50
8/8/2014	Process photos & label	Richard McCree, Sr.	Principal	0.5	\$50.00	\$25.00
8/13/2014	Set up estimate spreadsheet	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
8/13/2014	Work on estimate	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
8/13/2014	Work on estimate	Jeanne Ertle	Estimator	2.75	\$135.00	\$371.25
8/15/2014	Work on estimate	Jeanne Ertle	Estimator	1	\$250.00	\$250.00
8/16/2014	Set up estimate spreadsheet	Richard McCree, Sr.	Principal	2	\$250.00	\$500.00
8/17/2014	Estimating	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
8/18/2014	Estimating	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
8/18/2014	Review estimate	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125.00
8/19/2014	Review estimate	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
8/25/2014	Review & complete estimate	Richard McCree, Sr.	Principal	2	\$250.00	\$500.00
8/31/2014	Review estimate	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125.00
9/11/2014	Revised cost to cure	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125.00
9/16/2014	Finalize & print final estimate	Richard McCree, Sr.	Principal	0.5	\$250.00	\$125.00
9/26/2014	File maintenance	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
9/26/2014	File maintenance	Patricia Thels	Principal	1	\$250.00	\$250.00
10/8/2014	Review estimate	Richard McCree, Sr.	Principal	0.5	\$50.00	\$25.00
11/14/2014	File maintenance	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
11/14/2014	File maintenance	Patricia Thels	Principal	1	\$250.00	\$250.00
11/21/2014	Update estimate	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
11/21/2014	Update estimate	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
11/21/2014	Update estimate	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
1/21/2015	File maintenance	Patricia Thels	Executive Assistant	0.5	\$50.00	\$25.00
2/16/2015	Update billing	Richard McCree, Sr.	Principal	1	\$250.00	\$250.00
2/16/2015	Update billing	Patricia Thels	Executive Assistant	1	\$50.00	\$50.00
						\$500.00

Copies, Mileage, Misc

Cost to Date \$5,091.25

Submitted By:


Richard T. McCree, Sr.



PEER

Professional Engineering Resources, Inc.

Engineering, Planning, Permitting

February 17, 2015

Mr. J. Christy Wilson, III Esquire
Wilson, Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

RE: Arriaga - Villagomez adv. CFX
Parcel No. 177
Wekiva Parkway (SR 429)
PEER Job No.: 14-1964

Mr. Wilson:

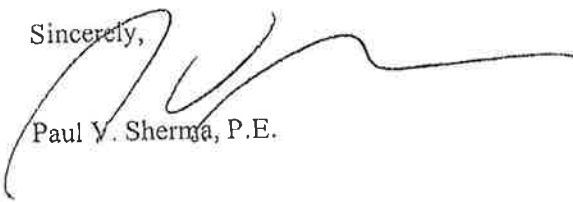
Please find attached an **PEER** Invoice 14-1964.01 for Engineering services provided by **Professional Engineering Resources, Inc. (PEER, INC.)** for the above referenced case.

The fee charged by **Professional Engineering Resources, Inc.** for the services provided is expected to be paid by CFX.

I hope this invoice meets with your approval. If you have any questions, please do not hesitate to contact me.

Thank you for allowing **Professional Engineering Resources, Inc.** the opportunity to work with you on this case.

Sincerely,


Paul V. Sherna, P.E.

P:\WPDOCS\2014 JOBS\1964\christy.wpd

10225 Ulmerton Road, Suite 4-D • Largo, FL 33771
(727) 408-5207 • Fax (727) 408-5223 • E-mail: peer@tampabay.rr.com





PEER INVOICE NUMBER 14 - 1964 .01

PROPERTY OWNER: Arriaga - Villagomez

CLIENT: Wilson, Garber, P.A.

DATE: February 17, 2015

SECTION A - DESCRIPTION OF SERVICES :

I. Paul V. Sherma, P. E. : Expert Witness

10.60 Hrs. X \$ 235.00 / hour = \$ 2,491.00

II. Staz Guntek, Engineering Technician II

9.80 X \$ 150.00 / hour = \$ 1,470.00

III. Out - of - Pocket Expenses :

Photocopies	\$ 7.00
Index Sets	\$ 00.00
Laser Paper (11" x 17")	\$ 18.00
Postage	\$ 00.00
Mileage	\$ 26.47
Report Covers and Combs	\$ 00.00
Photographs	\$ 00.00
Color Copies	\$ 11.00

SUBTOTAL OUT-OF-POCKET EXPENSES \$ 62.47

TOTAL AMOUNT DUE \$ 4,023.47



PEER INVOICE NUMBER 14 -1964 .01

NAME : Paul V. Sherma

POSITION : Expert Witness

<u>DATE</u>	<u>DESCRIPTION</u>	<u>NO. OF HOURS</u>
5 - 07 - 14	Meeting with Mr. J. Christy Wilson, Mr. Kurt Garber, Mr. Rick Dreggors and Mr. Mike Rudd	0.50
5 - 09 - 14	Review CFX Engineering Plans and Right of Way Map; Prepare information for site inspection	0.50
5 - 12 - 14	Site inspection with Mr. J. Christy Wilson, Mr. Kurt Garber, Mr. Rick Dreggors; Mr. Mike Rudd and Mr. Eric Rahenkamp	1.00
6 - 23 - 14	Review fill, Review survey, Prepare for deposition	0.50
6 - 25 - 14	Had deposition taken	0.50
7 - 01 - 14	Review deposition transcript	0.25
8 - 07 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Prepare Exhibits; Coordinate with CADD Department; Review Survey; Prepare Report	1.75
8 - 08 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Prepare Exhibits; Coordinate with CADD Department; Review Survey; Prepare Report	1.25
10 - 06 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Prepare Exhibits; Coordinate with CADD Department; Review Survey; Prepare Report	1.00
11 - 10 - 14	Telephone conference with Mr. J. Christy Wilson; Prepare Exhibits; Coordinate with CADD Department; Prepare Report	1.00
11 - 11 - 14	Prepare Exhibits; Coordinate with CADD Department; Prepare Report	0.25
12 - 15 - 14	Coordinate with CADD Department on Engineering Plans received from Mr. J. Christy Wilson	0.10
2 - 17 - 15	Estimated time to prepare for deposition and have deposition taken	2.00
TOTAL NO. OF HOURS		10.60

PEER

PEER INVOICE NUMBER 14 - 1964.01

NAME : Staz Guntek

POSITION : Engineering Technician IV

<u>DATE</u>	<u>DESCRIPTION</u>	<u>NO. OF HOURS</u>
5 - 07 - 14	Prepare Exhibits for site meeting	0.50
5 - 14 - 14	Prepare Exhibits for site meeting	0.25
6 - 23 - 14	Plot survey	0.10
6 - 24 - 14	Print photographs	0.10
8 - 06 - 14	Prepare Exhibits	2.00
8 - 07 - 14	Prepare Exhibits	2.00
8 - 25 - 14	Prepare Exhibits	2.25
8 - 26 - 14	Prepare Exhibits	2.50
12 - 15 - 14	Check Engineering Plans	0.10

TOTAL NO. OF HOURS		9.80

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RECEIVED
ORLANDO, FL

AUG 11 2014

WILSON & GARBER, P.A.

PGA TITLE, INC.
CUSTOMER INVOICE
115 TIMBERLACHEN CIRCLE, SUITE 2005
LAKE MARY, FL 32746

PHONE (407) 302-6681

FAX (407) 302-6684

DATE: 07/07/2014

TO: Barbara Karlsson

FILE#: HARPER

Ownership & Encumbrance Report

FILE(S)	COUNTY	TOTAL
HARPER	Orange	\$ 450.00

CASE:	<i>diuato</i>
IC/SJ #:	
APPROVED BY:	<i>[Signature]</i>
DATE:	
PAID DATE:	<i>8/14/14</i>
CHECK #:	<i>18404</i>
AMOUNT:	<i>450.00</i>

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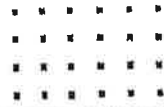
56.25 each

TOTAL AMOUNT DUE: \$ 450.00

THANK YOU, PLEASE ORDER AGAIN!

NOTE: PLEASE INCLUDE ORDER NUMBER WITH PAYMENT.





Rahenkamp Design Group, Inc.

Invoice submitted to:

Mr. Kurt Garber
Wilson & Garber, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801-1524

February 17, 2015

In Reference To: Job #14.093, OOCEA v. Felipe Villagomez-Arriaga
Project: Wekiva Parkway
Parcel No. 177

For Professional Services Rendered:

	<u>Hours</u>	<u>Fees</u>
05/06/14 Meeting with Kurt Garber re: review of parent tract, access issues, collaboration with adjoining parcel owners, review of taking	0.80	180.00
05/12/14 Inspect subject property & surrounding neighborhood with Kurt Garber, Christy Wilson, Paul Sherma, Rick Dreggors & Mike Rudd	1.00	225.00
05/18/14 Review OOCEA appraisal report (Bullard, Hall & Adams)	1.20	270.00
06/20/14 Prepare base sheet per add title block information, surrounding parcels and aerials	0.80	76.00
06/23/14 Review survey plans prepared by Michael Rudd	0.20	8.40
Meeting with Kelsey Trujeque re: base sheet preparation	0.40	60.00
06/24/14 Prepare ownership exhibit of subject parcel and surrounding parcels	0.20	19.00
06/26/14 Prepare Existing Conditions plan per add existing buildings, fences, driveways, parent tract, Parcel 177 and associated labels	2.80	266.00
07/24/14 Meeting with Kelsey Trujeque re: survey prepared by Michael T. Rudd for subject property	0.20	30.00
Review construction plans to determine extent of project	0.20	19.00
Conversation with Steve Semonich re: absence of Limited Access Right of Way line in survey; conversation with Steve Semonich re: location of proposed roadway	0.20	8.40
07/25/14 Prepare Future Conditions plan per insert FDOT roadway plans to add proposed southbound State Road 429, northbound State Road 429 and pertinent off-site improvements	6.40	608.00

Development Services • Golf Course Architecture • Eminent Domain
Landscape Architecture • Land Use Planning
(1.0000000000000000)

2815 S. MacDill Avenue
Tampa, FL 33629
Ph: (813) 835-4022 • Fax: (813) 835-9226
Rdc@RDGroup.org • www.RDGroup.org



		<u>Hours</u>	<u>Fees</u>
07/25/14	Review FDOT construction plans to determine extent of project	0.40	38.00
07/28/14	Prepare Future Conditions plan per add Plymouth Sorrento Road, striping, Pond 203-2A, and labels on roads and pertinent off-site improvements	2.00	190.00
	Review Construction Plans and print applicable sheets for subject property	0.40	16.80
07/29/14	Meeting with Kelsey Trujeque re: Existing and Future Conditions plans	0.20	30.00
	Print Existing Conditions plan and Future Condition plan; convert Existing Conditions plan and Future Condition plan to PDFs	0.20	19.00
	Research Future Land Use and zoning district regulations applicable to subject property	0.40	60.00
	Review preliminary Existing & Future Conditions plans; review file in preparation for consultant meeting	0.40	90.00
07/30/14	Conference call with Rick Dreggors, Paul Sherma, Kurt Garber & Christy Wilson re: review of parent tract and taking(s), highest & best use issues, regulatory issues, potential annexation & density	0.40	90.00
	Meeting with Eric Rahenkamp and Steve Semonich re: Ownership Map Existing Conditions plan and Future Conditions plan	0.20	8.40
	Meeting with Eric Rahenkamp and Kelsey Trujeque re: Existing and Future Conditions plan preparation and theory of highest and best use	0.20	30.00
	Meeting with Kelsey Trujeque re: preparation of Existing and Future Conditions master parent tract plans	0.20	30.00
	Prepare Existing Conditions plan per add parent tract and existing improvements into Ownership Map	0.20	19.00
07/31/14	Prepare Existing Conditions plan per add hatch and text to highlight acquisition when overlaid on aerial	0.80	76.00
08/01/14	Prepare Existing Conditions plan per add labels on existing improvements on Ownership Map	1.00	95.00
	Prepare Future Conditions plan per add State Road 429, ponds, wetlands and Limited Access Right of Way to Ownership Map	0.80	76.00
08/04/14	Conversation with Edith Torres with City of Apopka re: schedule meeting to discuss development potential of subject property	0.20	30.00
	Contact Orange County to schedule meeting to discuss development potential of subject property	0.20	30.00
	Research approvals for Kelly Park Crossing DRI; research regulations applicable to Wekiva Study Area	0.40	60.00
	Prepare Ownership Map exhibit per add property boundary and parcel identification	0.40	48.00
08/05/14	Prepare E-mail to Edith Torres with City of Apopka re: schedule meeting to discuss annexation of subject property	0.20	30.00
	Research City of Apopka and Orange County regulations applicable to Wekiva Study Area and Wekiva Parkway Interchange Plan Area	0.40	60.00

	<u>Hours</u>	<u>Fees</u>
08/05/14 Prepare tax map, aerial map, Future Land Use map and Zoning map	1.00	120.00
Compose email to Bonnie Smith, City of Apopka Utilities Department re: utilities for subject property	0.20	8.40
Telephone conversation with Bonnie Smith, City of Apopka Utilities Department re: utilities for subject property	0.20	8.40
08/06/14 Prepare Existing Conditions plan per add easement note	0.60	72.00
Prepare Future Conditions plan per add labels to State Road 429 and future improvements in Ownership Map	0.60	72.00
Prepare location map, Tax Map enlargement, Zoning enlargement, Future Land Use enlargement exhibits	1.80	216.00
Research zoning of adjacent properties in City of Apopka	1.20	144.00
Meeting with Kelsey Trujeque re: Zoning In Progress properties within subject neighborhood	0.80	120.00
08/07/14 Prepare Zoning enlargement and Future Land Use enlargement exhibits to reflect zoning classifications provided by City in Zoning In Process classifications	2.60	312.00
Conversation with Kyle Wilkes from Apopka Planning and Zoning Department re: Mixed Use zoning classification and obtaining Zoning classifications for recently annexed properties adjacent to subject property; compose email to Kyle Wilkes from Apopka Planning and Zoning Department re: parcel numbers for Zoning In Progress classification; prepare Telephone Conversation Report	0.40	48.00
Meeting with Kelsey Trujeque re: exhibit preparation	0.20	24.00
Research City of Apopka Comprehensive Plan and Land Development Code regulations pertinent to highest and best use of subject property; prepare for meeting with Dave Moon with City of Apopka	0.60	90.00
08/08/14 Meeting with David Moon and Rogers Beckett with the City of Apopka re: highest and best use of subject property per annexation; review and obtain Kelly Park Crossing DRI documents and Wekiva Parkway Interchange Plan	1.00	150.00
Prepare memo for utilities pertaining to subject property	0.20	8.40
Dictate Telephone Conversation Report re: clarification of classification on Zoning Map from City of Apopka	0.40	48.00
Prepare Job Meeting Report re: meeting with David Moon with City of Apopka	0.20	30.00
08/11/14 Meeting with Kelsey Trujeque re: ponds and flood management areas	0.60	72.00
Prepare Existing Conditions plan per add 100 year flood line and associated labels	0.80	96.00
Review Kelly Park Crossing Development Order	0.20	45.00
Prepare Existing Conditions plan per add background masks to text	0.40	48.00

	<u>Hours</u>	<u>Fees</u>
08/11/14 Prepare Future Conditions plan per add 100 year flood line and associated labels	0.80	96.00
Conversation with Jennifer Dubois with Orange County re: development potential of subject property and JPA Agreement; coordinate meeting with pertinent staff to review development potential of subject property	0.60	90.00
Prepare E-mail to Jennifer Dubois with Orange County re: list of subject property parcels	0.20	30.00
Review Orange County/City of Apopka JPA Agreement per development entitlements of subject property and surrounding properties; review City of Apopka Interchange Plan per development regulations applicable to subject property	3.40	510.00
08/12/14 Print Existing Conditions plan, Existing Conditions plan with aerial, Future Conditions plan, Future Conditions plan with aerial and exhibits for review	0.80	76.00
Review City of Apopka/Orange County approved JPA Agreement and associated amendments; review Kelly Park Crossing DRI per annexation potential as proposed by David Moon with City of Apopka	0.40	60.00
08/13/14 Prepare Existing Conditions plan per adjust 100 Year Flood Line hatch to be more visible	3.00	360.00
Print and convert plans into PDF format	0.20	19.00
08/21/14 Print Existing Conditions Ownership Map and Future Conditions Ownership Map	0.40	48.00
Prepare Existing Conditions Ownership Map per add Parcel 187	0.60	72.00
08/27/14 Conversation with Diane Smith from Wilson & Garber, P.A. re: finalizing plans	0.20	24.00
Convert plans to PDF format; print Existing Conditions plan, Existing Conditions plan with aerial, Future Conditions plan and Future Conditions plan with aerial	0.80	76.00
Meeting with Kelsey Trujeque re: reducing PDF size to be sent via email	0.20	24.00
08/28/14 Prepare package of plans to Kurt Garber	1.20	114.00
09/11/14 Meeting with Eric Rahenkamp re: water/sewer utilities and annexation alternatives	0.20	30.00
Conference call with Kurt Garber and Eric Rahenkamp re: highest and best use	0.20	30.00
Conference call with Rick Dreggors, Paul Sherma, Kurt Garber & Christy Wilson re: regulatory issues, highest & best use issues; conversation with Kurt Garber re: annexation issues, permissible density	0.40	90.00
09/14/14 Review Interlocal Agreement, First Amendment & Second Amendment; review Wekiva Parkway Interchange Plan	0.40	90.00
09/15/14 Conference call with Paul Sherma, Rick Dreggors, Kurt Garber & Christy Wilson re: annexation issues, highest & best use	0.20	45.00

	<u>Hours</u>	<u>Fees</u>
09/15/14 Conference call with Paul Sherma, Rick Dreggors, Kurt Garber & Christy Wilson re: annexation issues, highest & best use	0.20	45.00
Review Joint Planning Area Agreement and Interchange Plan for density regulations	0.60	90.00
Research proposed utility information for subject neighborhood	0.60	90.00
Prepare E-mail to Paul Sherma re: utility research	0.20	30.00
Dictate land planning report	3.40	765.00
09/22/14 Prepare preliminary Existing Conditions plan for parent parcel	0.20	45.00
Meeting with Eric Rahenkamp and Steve Semonich re: future conditions and area of subject property	2.00	240.00
Prepare Existing Conditions plan per add proposed conditions and confirm area calculations of subject property and acquisition	5.40	648.00
Meeting with Eric Rahenkamp and Kelsey Trujeque re: preparation of land planning report	0.20	30.00
Meeting with Kelsey Trujeque re: area calculations of subject property	0.40	60.00
Prepare Future Conditions plan per add proposed conditions and confirm area calculations of remaining property	2.20	264.00
Dictate land planning report	3.40	510.00
Meeting with Kelsey Trujeque re: reviewing construction plans per identify property elevation	0.20	24.00
Print and convert plans and exhibits to PDF format; consolidate plans into single PDF; consolidate exhibits into single PDF	0.80	96.00
Edit land planning report	0.80	180.00
Review Orange County and City of Apopka regulations per preparation of land planning report	2.40	360.00
09/23/14 Prepare Northwest Small Area Plan and Northwest Small Area Plan (Enlargement) exhibits	3.40	408.00
Telephone conversation with Kelsey Trujeque & Kurt Garber re: Phil's Lane easement width(s); entitlements for entire joint community	0.80	180.00
Edit land planning report per additional parcel, access issues	1.80	405.00
Telephone conversation with Paul Sherma re: utility connection points	0.20	45.00
Meeting with Kelsey Trujeque re: exhibit preparation and enlargements	0.40	48.00
09/24/14 Prepare Existing Conditions Proposed plan per add Parcel 187	2.20	264.00
Meeting with Kelsey Trujeque re: color palette selection, overlaying plans on aerial images and exhibit enlargements	1.20	144.00
Research Harper Parcel to confirm area; research Orange County and City of Apopka Comprehensive Plans re: growth projections, proposed utilities along Plymouth Sorrento Road and city Planned Unit Development zoning; research comparable subdivisions within proximity to subject property	4.40	528.00
Meeting with Steve Semonich re: area of Parcel 187, subdivision comparables and areas of combined parcels	1.00	120.00

	<u>Hours</u>	<u>Fees</u>
09/24/14	1.00	120.00
Convert plans and exhibits into PDF format; compress aerial plans document size for e mailing	0.80	76.00
Convert plans and exhibits into PDF format	0.40	60.00
Meeting with Kelsey Trujeque re: finalization of land planning report	1.60	240.00
Research historic references of utility expansion with subject neighborhood; research Orange County and City of Apopka Comprehensive plan provisions related anticipated growth within subject neighborhood	0.20	30.00
Conversation with Rogers Beckett with City of Apopka re: Comprehensive Plan Policy 3.5	0.60	90.00
Dictate land planning report	1.80	216.00
09/25/14		
Research comparable subdivisions within proximity to subject property	1.00	120.00
Meeting with Steve Semonich re: comparable subdivision in proximity to subject property	0.60	72.00
Meeting with Kelsey Trujeque re: subdivision locations in relationship to subject property; meeting with Kelsey Trujeque and Steve Semonich re: exhibit preparation and subdivision selection for comparable subdivision exhibits	0.20	19.00
Convert plans into PDF format	0.40	90.00
Edit land planning report	1.80	240.00
Research Orange County and City of Apopka secondary road regulations; research historic references of necessity to widen Plymouth Sorrento Road	1.00	150.00
Meeting with Kelsey Trujeque re: plans and exhibits for land planning report	0.60	72.00
09/26/14		
Meeting with Kelsey Trujeque re: AutoCAD layers and color palette	1.00	95.00
Print and convert plans and exhibits into PDF format; consolidate plans into single PDF; consolidate exhibits into single PDF; print and convert final plans and exhibits into PDF format	0.20	24.00
Conversation with Steve Semonich and Rick Dreggors re: comparable subdivisions	3.00	450.00
Dictate land planning report	0.20	30.00
Prepare E-mail to Kurt Garber re: land planning report	0.20	30.00
Conversation with Kurt Garber re: land planning report	0.40	60.00
Meeting with Kelsey Trujeque re: preparation of land planning report exhibits	0.40	38.00
09/29/14		
Print plans and exhibits for final land planning report	2.00	240.00
Research comparable subdivisions within proximity to subject property	0.20	30.00
09/30/14		
Conversation with Kurt Garber re: utility information	0.80	120.00
10/01/14		
Dictate land planning report	0.40	60.00
Research Orange County and City of Apopka school capacity data		

Mr. Kurt Garber

	<u>Hours</u>	<u>Fees</u>
10/02/14 Research Orange County and City of Apopka school capacity data	0.20	30.00
12/07/14 Review PEER engineering report	0.60	135.00
12/23/14 Review Central Florida Expressway Authority appraisal (Bullard, Hall & Adams)	0.60	135.00
02/04/15 Review summation prepared by Donald W. McIntosh Associates, Inc.	0.20	30.00
02/05/15 Review City of Apopka and Florida Statutes per annexation	0.20	30.00
Conference call with Rick Dreggors, Courtney Abrams, Paul Sherma and Kurt Garber re: discuss report prepared by Donald McIntosh Associates, Inc.	0.20	30.00
Total Professional Services:	<u>113.20</u>	<u>\$15,293.20</u>

For Expenses Incurred:

B&W Xerox:	121.80
Binding:	2.75
Color Xerox:	184.45
Glossy Plots:	14.40
	<u>\$323.20</u>
Total Expenses:	<u>\$15,616.40</u>
Total This Invoice:	<u>\$15,616.40</u>

Balance Now Due:\$15,616.40

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INVOICE

July 23, 2014

WILSON & GARBER, P.A.

PARCEL 177
Felipe Villagomez-Arriaga
c/o. Kurt Garber, Wilson & Garber, P.A.
attn: Diane Smith

CASE:	<i>Villa-Arriaga</i>
IC/SU #:	<i>4782</i>
APPROVED BY:	<i>[Signature]</i>
DATE:	
PAID DATE:	<i>8/14/14</i>
CHECK #:	<i>18489</i>
AMOUNT:	<i>4300.00 / 12730.00</i>

Email

Project Name: PARCEL 177

For professional services in connection with the preparation of a boundary and topographic survey for the above referenced project. Including the research of the public records, review of survey by others, field surveying and mathematical breakdown of the NE ¼ and SE ¼ of Section 24-20-27, the detail location and confirmation of all fencing, all manmade improvements, gates, well and access rights. Location of the parole evidence of boundary line occupation and determination of Deed corners. Review S.R. 429 (Wekiva Parkway) Right of Way Maps and Taking documents verifying the acreage and delineate on final map of survey. The preparation of a final survey drawing depicting all the above mentioned improvements and access rights.

<u>Staff Person</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Professional Land Surveyor	6 hours	\$ 87.50/hr.	525.00
Field Survey Crew (Robotic/ATV)	16 hours	\$ 95.00/hr.	1520.00
CAD /Survey Technician	32 hours	\$ 65.00/hr.	2080.00
Administrative	3 hours	\$ 40.00/hr.	120.00
<u>Totals</u>			<u>\$4,245.00</u>

Out of pocket expenses (maps, plats, reproduction, etc.) est. \$ 55.00

TOTAL FEE **\$4,300.00**

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ORLANDO, FLORIDA 32806

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INVOICE - No. 120a

February 12, 2015

Wekiva Parkway-SR429

Handwritten notes: 133.41, 478.5, 488.4, 133.41, 478, 133.41

Wekiva Parkway-SR429
Wilson & Garber, P.A.
c/o Diane Smith

CASE:	
ICRU #	
APPROVED BY:	[Signature]
DATE:	
PAID DATE:	2/19/15
CHECK #	18015
AMOUNT:	533.65

Via Email

Project Name: WEKIVA PARKWAY-SR429

Preparation of Survey report booklets and associated documents for court which includes the administrative, blueprints, and supplies.

Administrative:	9hrs @ \$40 per	\$ 360.00
Blueprints:		\$ 13.21
Supplies (paper, toner, binders)		\$ 160.44
Total amount due this Invoice		\$ 533.65

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MICHAEL RUDD & ASSOCIATES, LLC - 1210 BAHAMA DRIVE - ORLANDO, FLORIDA 32806
WEB: WWW.michaeltrudd.com - email: Michael@michaeltrudd.com - phone 342-0676

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JUL 23 2014

July 23, 2014 WILSON & GARBER, P.A.

Wekiva Parkway – SR 429
PARCELS 177, 180, 185, 186, 188 & HARPER
Expert Witness Services
c/o. Kurt Garber, Wilson & Garber, P.A.
attn: Diane Smith

HOLD

CASE:	<i>Wekiva case</i>
IC/SU #:	
APPROVED BY:	<i>[Signature]</i>
DATE:	
PAID DATE:	
CHECK #:	
AMOUNT:	

Email

Project Name: Expert Witness

*4784, 4785, 4844, 4540,
4791, 4783, 4857,*

For professional services in connection with the preparation of Expert Witness efforts for the above referenced Project. Including but not limited to preparation for Deposition, attending Deposition, preparing for Trial and attending trial. *4786*

<u>Staff Person</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
Professional Land Surveyor	20 hours	@ \$ 87.50/hr.	1,750.00
Administrative	28 hours	@ \$ 40.00/hr.	1,120.00
<u>Totals</u>			<u>\$2,870.00</u>

Out of Pocket Expenses (reproduction etc. etc.) \$100.64

TOTAL FEE \$ 2,970.64

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445.11
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Kurt H. Garber, Esquire
Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

WILSON & GARBER, P.A.

INVOICE

Invoice No.	Invoice Date	Job No.
149135	6/27/2014	167723
Job Date	Case No.	
6/25/2014	2014CA0036980	
Case Name		
Orlando-Orange County Expressway Authority vs. Darrell and Katie Reid, et al.		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF: Michael T. Rudd ASCI, Condensed Delivery, Shipping and Handling	CASE: <u>W/leone Pking Cases</u> IC/SU #: APPROVED BY: <u>2/2/10</u> DATE: <u>12/1/14</u> PAID DATE: <u>7/3/14</u> CHECK #: <u>18360</u> AMOUNT: <u>349.60 / 374.35</u>	10.00 Pages 35.00 20.00 42.00 Pages 35.00	135.70 35.00 20.00 123.90 35.00
1 CERTIFIED COPY OF TRANSCRIPT OF: Paul Sherma ASCI, Condensed			
TOTAL DUE >>>			\$349.60

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Tax ID: 59-2754282

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Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

Job No. : 167723 BU ID : Central FL
Case No. : 2014CA0036980
Case Name : Orlando-Orange County Expressway Authority vs. Darrell and Katie Reid, et al.
Invoice No. : 149135 Invoice Date : 6/27/2014
Total Due : \$ 349.60

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803



PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
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Invoice No.	Invoice Date	Job No.
149456	6/30/2014	167723
Job Date	Case No.	
6/25/2014	2014CA0036980	
Case Name		
Orlando-Orange County Expressway Authority vs. Darrell and Katie Reld, et al.		
Payment Terms		
Net 30		

Michael T. Rudd- w/ exhibits
Exhibit Charge - Scan Only
Exhibit Charge

19.00 Pages

4.75

20.00

TOTAL DUE >>>

\$24.75

Reference No. : 165658

Scanned and emailed Exhibits only. Exh Pet.B was an over sized scan.

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IC 4782 46.79
83 46.79
84 46.79
85 46.79
91 46.79
4844 46.80
4852 46.80
4540 46.80

CASE # 165658
IC/SU #
APPROVED BY: [Signature]
DATE: 5/2/14
PAID DATE: 7/3/14
CHECK #: 18360
AMOUNT: 24.75 / 374.35


Tax ID: 59-2754282

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Wilson, Garber & Small, PA
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Orlando, FL 32801

Job No. : 167723 BU ID : Central FL
Case No. : 2014CA0036980
Case Name : Orlando-Orange County Expressway Authority vs. Darrell and Katie Reld, et al.
Invoice No. : 149456 Invoice Date : 6/30/2014
Total Due : \$ 24.75

Remit To: **Orange Legal, Inc.**
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Card Number: _____
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Zip: _____ Card Security Code: _____
Amount to Charge: _____
Cardholder's Signature: _____

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J. Christy Wilson, III, Esquire
 Wilson, Garber & Small, PA
 437 N. Magnolia Avenue
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WILSON & GARBEN, P.A.

Invoice No.	Invoice Date	Job No.
152378	7/24/2014	171596
Job Date	Case No.	
7/18/2014	2014CA0036410	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adis Strier		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF: Hearing before the Honorable John Marshall Kest, Volume I & II ASCII, Condensed E-mail transcript Delivery	301.00 Pages	887.95 35.00 0.00 20.00
	<i>117.87 each</i>	
TOTAL DUE >>>		\$942.95

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*4784, 4785, 4844,
 4540, 4791, 4783,
 4852, 4782*

CASE	<i>Wetmore Case</i>
IC/SU #:	
APPROVED BY	<i>[Signature]</i>
DATE	
PAID DATE	<i>7/30/14</i>
CHECK #	<i>18385</i>
AMOUNT	<i>942.95</i>

Tax ID: 59-2754282

Please detach bottom portion and return with payment.

J. Christy Wilson, III, Esquire
 Wilson, Garber & Small, PA
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 Orlando, FL 32801

Job No. : 171596 BU ID : Central FL
 Case No. : 2014CA0036410
 Case Name : Central Florida Expressway Authority vs. Robert Strier & Adis Strier
 Invoice No. : 152378 Invoice Date : 7/24/2014
Total Due : \$ 942.95

Remit To: **Orange Legal, Inc.**
 633 East Colonial Drive
 Orlando, FL 32803

PAYMENT WITH CREDIT CARD				
Cardholder's Name: _____				
Card Number: _____				
Exp. Date: _____		Phone#: _____		
Billing Address: _____				
Zip: _____		Card Security Code: _____		
Amount to Charge: _____				
Cardholder's Signature: _____				

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100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394

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 billing@phippreporting.com • www.phippreporting.com

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Invoice No.	Invoice Date	Job No.
19496	7/9/2014	11981
Job Date	Case No.	
6/24/2014	2014-CA-3592-0	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

J. Christy Wilson
 Wilson & Garber, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801

CASE: _____
 IC/SU #: _____
 APPROVED BY: _____
 DATE: _____
 PAID DATE: _____
 CHECK #: _____
 AMOUNT: _____

DEPOSITION TRANSCRIPT OF: Deborah Keeter E-Litigation Package	32.00 Pages @	4.25	136.00
		35.00	35.00
DEPOSITION TRANSCRIPT OF: Chad Durrance E-Litigation Package	86.00 Pages @	4.25	365.50
		35.00	35.00
DEPOSITION TRANSCRIPT OF: Harry Collison Deposition: First Hour	34.00 Pages @	4.25	144.50
Deposition: Additional Hour(s)		75.00	75.00
E-Litigation Package	5.00 Hours @	50.00	250.00
Shipping and Handling		35.00	35.00
		15.00	15.00
TOTAL DUE >>>			\$1,091.00

4791 4784
 4782 4785
 4852 4844
~~4780 4750~~
 4783 4540

2014-CA-3641-O
 201-CA-3658-O
 201-CA-3636-O

CASE: _____
 IC/SU #: _____
 APPROVED BY: _____
 DATE: _____
 PAID DATE: 7/28/14
 CHECK #: 1538
 AMOUNT: 1091.00/299.75

Tax ID: 90-0628164

Phone: 407-843-4321 Fax: 407-423-1505

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J. Christy Wilson
 Wilson & Garber, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801

Invoice No. : 19496
 Invoice Date : 7/9/2014
 Total Due : \$ 1,091.00

Remit To: Phipps Reporting, Inc.
 100 S.E. Third Avenue
 Suite 2200
 Fort Lauderdale, FL 33394

Job No. : 11981
 BU ID : 2-Central
 Case No. : 2014-CA-3592-0
 Case Name : Orlando-Orange County Expressway vs. Kenneth Grimm



INVOICE

Phipps Reporting

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TEL: 888-811-3408 FAX: 561-290-1595
 billing@phipp reporting.com • www.phipp reporting.com

RECEIVED
 ORLANDO, FL

JUL 21 2014

J. Christy Wilson
 Wilson & Garber, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801

WILSON & GARBEN, P.A.

Invoice No.	Invoice Date	Job No.
19574	7/1/2014	11979
Job Date	Case No.	
6/18/2014	2014-CA-3592-0	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

DEPOSITION TRANSCRIPT OF:					
David Hall	74.00 Pages	@	4.25	314.50	
E-Litigation Package			35.00	35.00	
DEPOSITION TRANSCRIPT OF:					
Glenn Pressimone	56.00 Pages	@	4.25	238.00	4784, 4785,
Deposition: First Hour			75.00	75.00	4844, 4540, 4783
Deposition: Additional Hour(s)	2.00 Hours	@	50.00	100.00	4791, 4782, 4852
E-Litigation Package			35.00	35.00	
Shipping and Handling			15.00	15.00	
TOTAL DUE >>>				\$812.50	

201-CA-3658-O
 201-CA-3636-O
 2014-CA-3641-O

CASE: _____
 JC/SU #: _____
 APPROVED BY: *[Signature]*
 DATE: _____
 PAID DATE: 7/29/14
 CHECK #: 18381
 AMOUNT: 812.50 / 2997.75

Tax ID: 90-0628164

Phone: 407-843-4321 Fax: 407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson
 Wilson & Garber, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801

Invoice No. : 19574
 Invoice Date : 7/1/2014
 Total Due : \$ 812.50

Remit To: Phipps Reporting, Inc.
 100 S.E. Third Avenue
 Suite 2200
 Fort Lauderdale, FL 33394

Job No. : 11979
 BU ID : 2-Central
 Case No. : 2014-CA-3592-0
 Case Name : Orlando-Orange County Expressway vs. Kenneth Grimm

INVOICE

Phipps Reporting

100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394
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JUL 18 2014

WILSON & GARBER, P.A.

J. Christy Wilson
 Wilson & Garber, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801

Invoice No.	Invoice Date	Job No.
19589	6/30/2014	11980
Job Date	Case No.	
6/23/2014	2014-CA-3592-0	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

DEPOSITION TRANSCRIPT OF: Scott Bear E-Litigation Package	35.00 Pages	@	4.25	148.75
			35.00	35.00
DEPOSITION TRANSCRIPT OF: Debra Reddick E-Litigation Package	52.00 Pages	@	4.25	221.00
			35.00	35.00
DEPOSITION TRANSCRIPT OF: Deborah Poindexter Deposition: First Hour Deposition: Additional Hour(s) E-Litigation Package Shipping and Handling	54.00 Pages 6.00 Hours	@	4.25 50.00	229.50 300.00
			35.00	35.00
			15.00	15.00
TOTAL DUE >>>				\$1,094.25

Handwritten notes: 4784, 4785, 4844, 4540, 4791, 4782, 4852, 4783

2014-CA-3641-0
 201-CA-3658-0
 201-CA-3636-0

CASE: Wekiva Case
 IC/SU #: _____
 APPROVED BY: [Signature]
 DATE: _____
 PAID DATE: 7/28/14
 CHECK #: 1838
 AMOUNT: 1094.25/2997.78

Tax ID: 90-0628164

Phone: 407-843-4321 Fax: 407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson
 Wilson & Garber, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801

Invoice No. : 19589
 Invoice Date : 6/30/2014
 Total Due : \$ 1,094.25

Remit To: Phipps Reporting, Inc.
 100 S.E. Third Avenue
 Suite 2200
 Fort Lauderdale, FL 33394

Job No. : 11980
 BU ID : 2-Central
 Case No. : 2014-CA-3592-0
 Case Name : Orlando-Orange County Expressway vs. Kenneth Grimm

INVOICE

Phipps Reporting

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J. Christy Wilson
 Wilson & Garber, P.A.
 437 North Magnolia Avenue
 Orlando, FL 32801

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 ORLANDO, FL
 JAN 23 2015

WILSON & GARBNER, P.A.

Invoice No.	Invoice Date	Job No.
24129	1/15/2015	16265
Job Date	Case No.	
1/6/2015	2014-CA-3641-O	
Case Name		
Orlando-Orange County Expressway Authority vs. Robert Strier		
Payment Terms		
Due upon receipt		

HEARING TRANSCRIPT BEFORE:

Judge John Marshall Kest
 Hearing: Appearance First Hour
 E-Litigation Package
 Shipping and Handling

4784, 4785, 4844, 4782

	126.75
	95.00
	35.00
	15.00

CASE:	
APPROVED BY:	[Signature]
DATE:	2/5/15
CHECK #:	18607
AMOUNT:	271.75

Thanks for choosing Phipps Reporting!

Payment is not contingent upon client reimbursement. Accounts not paid in full within 30 days accrue interest at the rate of 1.5% per month. If an attorney is engaged to collect any unpaid amount you are responsible for the attorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$271.75

Tax ID: 90-0628164

Phone: 407-843-4321 Fax: 407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson
 Wilson & Garber, P.A.
 437 North Magnolia Avenue
 Orlando, FL 32801

Invoice No. : 24129
 Invoice Date : 1/15/2015
 Total Due : \$ 271.75

Remit To: Phipps Reporting, Inc.
 100 S.E. Third Avenue
 Suite 2200
 Fort Lauderdale, FL 33394

Job No. : 16265
 BU ID : 2-Central
 Case No. : 2014-CA-3641-O
 Case Name : Orlando-Orange County Expressway Authority vs. Robert Strier

INVOICE

Phipps Reporting

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ORLANDO, FL

FEB 04 2015

WILSON & GARBER, P.A.

J. Christy Wilson
 Wilson & Garber, P.A.
 437 North Magnolia Avenue
 Orlando, FL 32801

Invoice No.	Invoice Date	Job No.
24324	1/30/2015	16662
Job Date	Case No.	
1/21/2015	2014-CA-3658-0	
Case Name		
Central Florida Expressway Authority vs. John Humason		
Payment Terms		
Due upon receipt		

HEARING TRANSCRIPT BEFORE:
 Judge John Marshall Kest
 Hearing: Appearance First Hour

	8.00
	95.00
	95.00
TOTAL DUE >>>	\$103.00
AFTER 3/16/2015 PAY	\$113.30

Thanks for choosing Phipps Reporting!

Payment is not contingent upon client reimbursement. Accounts not paid in full within 30 days accrue interest at the rate of 1.5% per month. If an attorney is engaged to collect any unpaid amount you are responsible for the attorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

CASE	4784, 4785, 4890, 4780
IC/SU #	
APPROVED BY:	<i>[Signature]</i>
DATE:	
PAID DATE:	2/12/15
CHECK #:	18612
AMOUNT:	103.00

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	\$103.00

25.75 each

Tax ID: 90-0628164

Phone: 407-843-4321 Fax: 407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson
 Wilson & Garber, P.A.
 437 North Magnolia Avenue
 Orlando, FL 32801

Invoice No. : 24324
 Invoice Date : 1/30/2015
 Total Due : \$ 103.00

Remit To: **Phipps Reporting, Inc.**
 100 S.E. Third Avenue
 Suite 2200
 Fort Lauderdale, FL 33394

Job No. : 16662
 BU ID : 2-Central
 Case No. : 2014-CA-3658-0
 Case Name : Central Florida Expressway Authority vs. John Humason

STATEMENT

Phipps Reporting

100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394

TEL: 888-811-3408 FAX: 561-290-1595
 billing@phipp reporting.com + www.phipp reporting.com

APR 06 2015

Account No.	Date
F2619	4/2/2015

Current	30 Days	60 Days
\$0.00	\$515.35	\$0.00
90 Days	120 Days & Over	Total Due
\$0.00	\$0.00	\$515.35

Accounts Payable
 Wilson & Garber, P.A.
 437 North Magnolia Avenue
 Orlando, FL 32801

WILSON & GARBER

PAST DUE

Page 1 of 1

Invoice Date	Invoice No.	Balance	Job Date	Witness	Case Name
2/28/2015	24996	515.35	2/19/2015	Jeffrey J. Newton <i>Villagomez 4782</i> <i>Crony 4784</i> <i>Crony 4785</i> <i>Crony 4844</i> <i>King 4540</i>	Orlando-Orange County Expressway Authority vs. John Humason

CASE: _____
 IC/SU #: _____
 APPROVED BY: _____
 DATE: _____
 PAID DATE: 4/9/15
 CHECK #: _____
 AMOUNT: 515.35

103.07 each

Tax ID: 90-0628164

Phone: 407-843-4321 Fax: 407-423-1505

Please detach bottom portion and return with payment.

Accounts Payable
 Wilson & Garber, P.A.
 437 North Magnolia Avenue
 Orlando, FL 32801

Account No. : F2619
 Date : 4/2/2015
Total Due : \$ 515.35

Remit To: **Phipps Reporting, Inc.**
 100 S.E. Third Avenue
 Suite 2200
 Fort Lauderdale, FL 33394



Aerial Cartographics of America, Inc.

Digital Mapping - Lamp - Helicopter LiDAR - Mobile LiDAR - Digital Orthophotography - HD Video

CASE:		INVOICE
IC/SU #:		
APPROVED BY:	<i>[Signature]</i>	
DATE:		
PAID DATE:	<i>all wkwa 10/23/14</i>	
CHECK #:	<i>13489</i>	
AMOUNT:	<i>782.78</i>	

Ship Date	10/20/2014
Ref Job #	2012606.68
Ship By	Client Pickup

Sold To: Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801 Christy Wilson P: 407-843-4321	Ship To: Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801 Christy Wilson P: 407-843-4321
---	---

Order Date	Customer Order	Name	SP	Inv Date	Inv #
10/20/201		2013 Aerials	KG	10/21/201	190345

Qty Ordered	Description	Unit Price	Amount
1	Color	\$475.00	\$475.00 1st
	Special	\$0.00	\$0.00 Add
	30" x 54" Mounted Print	\$0.00	\$0.00 Oth
	Color Balance	\$0.00	\$0.00
Sub Total:			\$475.00

Qty Ordered	Description	Unit Price	Amount
1	Color	\$175.00	\$175.00 1st
	Special	\$0.00	\$0.00 Add
	15" x 35" Mounted Print	\$0.00	\$0.00 Oth
	Color Balance	\$0.00	\$0.00
Sub Total:			\$175.00

Qty Ordered	Description	Unit Price	Amount
1	Color	\$85.00	\$85.00 1st
	Special	\$0.00	\$0.00 Add
	8" x 13" Mounted Print	\$0.00	\$0.00 Oth
	Color Balance	\$0.00	\$0.00
Sub Total:			\$85.00

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Check Invoice: 190345 1 of 2

423 South Keller Road, Suite 300, Orlando, Florida



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Fax: 407-855-8250

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Digital Mapping - Lamp - Helicopter LiDAR - Mobile LiDAR - Digital Orthophotography - HD Video

INVOICE

Ship Date	10/20/2014
Ref Job #	2012605.68
Ship By	Client Pickup

Sold To: Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801 Christy Willson P: 407-843-4321	Ship To: Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801 Christy Willson P: 407-843-4321
--	--

Order Date	Customer Order	Name	SP	Inv Date	Inv #
10/20/201		2013 Aerials	KG	10/21/201	190346

Item Total: \$735.00
Discount: \$0.00
Sales Tax: \$47.78
Shipping: \$0.00
Grand Total: \$782.78

IC 4782	97.85	IC4791	97.85
IC 4783	97.85	IC 4852	97.85
IC 4784	97.84	IC4540	97.85
IC4785	97.84	IC4844	97.85

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Check Invoice: 190346 2 of 2



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 4974 ORL Tower Rd
 ORLANDO, FL 32807
 (407)690-5000

INVOICE 0819

Page 1 of 1

DATE	8/19/2014
ACCOUNT	0819
AMT DUE	500.00

WILSON & GARBER, P.A.
 437 N. MAGNOLIA AVE.
 ORLANDO, FL 32801

Amount Paid _____

Attn: Chrisy Wilson

MAKE CHECKS PAYABLE TO THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

DESCRIPTION	AMOUNT
Public Record Request - Appraisals	
<p>Breakdown of cost: 20 hrs @ \$25.00</p> <p><i>paid 8/21/14 ✓ #18418 \$500.00</i></p> <p>RECEIVED ORLANDO, FL AUG 20 2014</p> <p>WILSON & GARBER, P.A.</p>	500.00
Total Amount Due:	500.00
PAYABLE UPON RECEIPT	600.00

CASE:	<i>Wakiva cases</i>
IC/EN #:	_____
APPROVED BY:	_____
DATE:	_____
PAID DATE:	_____
CHECK #:	_____
AMOUNT:	_____

-divide equally

62.50 each

Please Remit to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
 4974 ORL Tower Rd
 ORLANDO, FL 32807
 (407)690-5000



**CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY**

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

4974 ORL Tower Rd
ORLANDO, FL 32807
(407)690-5000

INVOICE 0114

Page 1 of 1

RECEIVED
ORLANDO, FL
JAN 20 2015

DATE	1/14/2015
ACCOUNT	114
AMT DUE	81.00

WILSON & GARBER
437 NORTH MAGNOLIA AVENUE
ORLANDO, FL 32801-1524

WILSON & GARBER, P.A.

Attn: B. Diane Smith, FRP

Amount Paid _____

MAKE CHECKS PAYABLE TO THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESCRIPTION	AMOUNT
For Public Record Request dated December 17, 2014 Project 429-2030 4.5 hrs @ \$18.00	81.00
Total Amount Due:	81.00
PAYABLE UPON RECEIPT	81.00

CASE:	_____
IC/SU #:	_____
APPROVED BY:	<i>[Signature]</i>
DATE:	_____
PAID DATE:	1/20/15
CHECK #:	18583
AMOUNT:	81.00

Please Remit to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd
ORLANDO, FL 32807
(407)690-5000

THE PRESENTATION GROUP

LITIGATION SUPPORT

Federal Tax ID 59-3249956

2702 E. Robinson Street
Orlando, FL 32803
(407) 894-4760 phone
(407) 895-4810 fax

www.presentationgroup.com

DATE
6/21/2006

INVOICE NO.
144335

Invoice

BILL TO
Wilson, Garber & Small, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801-1524
Attn: Diane Smith

RECEIVED
ORLANDO, FL
JUN 23 2006
WILSON, GARBER & SMALL, P.A.

Same

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Diane Smith	Due On Receipt	FL3	6/19/2006	Our Driver	6-374

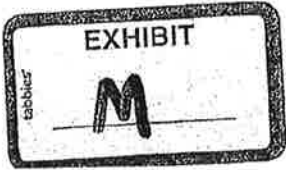
ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name/#: Crovey/4785		0.00	0.00
COPCL1	Color Copies 11 x 17-Quantity 1-50 Orange County, FL Sales Tax	9	2.00 6.50%	18.00 1.17
	Villagomez- Arriaga IC4782			
	Jack & Joyce Cravey IC4784			
	James Cravey IC4785			
	Dr. Diaz IC 4540			
	Ellis Hall IC4791			
	Thomas Harper IC4783			
	Adam Dionna IC4778 2.13			
	<i>\$ 2.74 each</i>			
	<i>Maitland SA Crovey</i>			
	CLAIM REASON FOR CHARGES			
	APPROVED BY <i>[Signature]</i>			
	POSTED BY <i>[Signature]</i>			
	<i>6/30/06</i>		<i>13850</i>	<i>19.17/171.98</i>



Graphs, bubbles, charts and more - We can supply the tools to effectively present your case.

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Total	\$19.17
Payments/Credits	\$0.00
Balance Due	\$19.17



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LITIGATION SUPPORT

Federal Tax ID 59-3249956

2702 E. Robinson Street
Orlando, FL 32803
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(407) 895-4810 fax
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DATE
6/21/2006
INVOICE NO.
144347

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ORLANDO, FL
JUN 23 2006
WILSON, GARBER
& SMALL, P.A.

Invoice

BILL TO	SHIP TO
Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Alexa Colombo	Same

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Alexa Colombo	Due On Receipt	FL3	6/20/2006	Our Driver	6-392

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name / #: Jack Cravey		0.00	0.00
COPC1	Color Copies 8.5 x 11-Quantity 1-50	18	1.00	18.00
COPCC1	Color Copies 8.5 x 14-Quantity 1-50	9	1.00	9.00
	Subtotal		6.50%	27.00
	Orange County, FL Sales Tax			1.76
	Villagomez- Arriaga IC4782			
	Jack & Joyce Cravey IC4784			
	James Cravey IC4785			
	Dr. Diaz IC 4540			
	Ellis Hall IC4791			
	Thomas Harper IC4783			
	Adam Dionna IC4778 410			
	<i>\$4.11 each</i>			

mail hand Est. Project

CLIENT REASON FOR CHARGES

APPROVED BY *[Signature]*

POSTED TO ACC #
6/30/06 13850 28.76/176.98



Total	\$28.76
Payments/Credits	\$0.00
Balance Due	\$28.76

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

\$4.11

THE PRESENTATION GROUP

LITIGATION SUPPORT

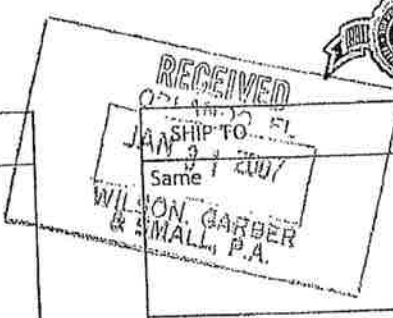
Federal Tax ID 59-3249956

2707 E. Jefferson Street
 Orlando, FL 32803
 (407) 859-3099 phone
 (407) 895-4810 fax
 www.presentationgroup.com

DATE
 1/29/2007

INVOICE NO.
 153893

Invoice



BILL TO
 Wilson, Garber & Small, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801-1524
 Attn: Alexa Colombo

P.O. NO	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Alexa Colombo	Due On Receipt	FL3	1/23/2007	Our Driver	1-459

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name/#: Maitland Ext./Multiple		0.00	0.00
COPCL1	Color Copies 11 x 17-Quantity 1-50 Orange County, FL Sales Tax	12	2.00 6.50%	24.00 1.56
20	Cravey IC4784 ← Maitland Ext.			
19	Cravey IC4785			
20	Diaz IC4540			
19	Hall IC 4791			
20	Harper IC4783			
19	Parsons IC4847			
2	Thompson Hills IC4778 2/15/07 14257			
19	Villegomez IC4782			

Ask about all of our complete line of trial exhibits and illustrations!

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Total	\$25.56
Payments/Credits	\$0.00
Balance Due	\$25.56

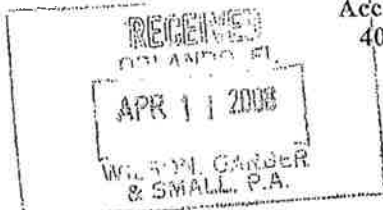
(Handwritten signature)

The Presentation Group, Inc.
 P.O. Box 536934
 Orlando, FL 32853-6934

Ph# 407-859-3099
 Accounting Fax#
 407-895-4810

DATE
4/7/2008

INVOICE NO.
172242



Federal Tax ID#
 59-3249956

Invoice

BILL TO

Wilson, Garber & Small, P.A.
 437 N. Magnolia Avenue
 Orlando, FL 32801-1524
 Attn: Alexa Colombo

SHIP TO

Same

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Alexa Colombo	Due On Receipt	FL3	4/1/2008	Our Driver	4-013

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name/#: Maitland Ext.		0.00	0.00
COPCL1	Color Copies 11 x 17-Quantity 1-50 Orange County, FL Sales Tax	10	2.00 6.50%	20.00 1.30
① 4782	2.66 Villagomez-Arriaga			
② 4784	2.66 Cravey			
③ 4785	2.66 Cravey			
④ 4540	2.66 Diez			
⑤ 4791	2.67 Haley 149.66 → 21.30/46.86			
⑥ 4783	2.67 Harper			
⑦ 4847	2.67 Posos			

Cravey, Cravey, Hall, Harper, Posos, Arriaga, Shulman

Ask about our Color highlighted Document Enlargements!

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

Total	\$21.30
Payments/Credits	\$0.00
Balance Due	\$21.30

⑧ 4852 2.66 Shulman



INVOICE

Invoice #	L2414050225
Invoice Date:	05/22/2014
Due Date:	06/21/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

Ricoh USA, Inc. - Orlando, FL
 Phone: (407) 843-3600 Fax:
 Federal ID: 230334400

RECEIVED
 ORLANDO, FL

MAY 28 2014

SHIP TO:
 WILSON, GARBER & SMALL
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801

WILSON & GARBER, ORLANDO, FL 32801

Attn: Barbara Karlsson

BILL TO:
 WILSON, GARBER & SMALL
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager ERNEST MOYER			
4782						
Sales Order	Order Date	Ordered By	Quantity	Unit Price	Discount	Extension
SO-1405-0173	05/21/2014	Barbara Karlsson - WILSON & GARBER				8.28
568	B&W Copies D - Heavy Litigation		69.00	0.1200		14.40
589	Color 8.5x11 (Letter) Copies		18.00	0.8000		0.00
011	Minimum Order Handling Fee		1.00	127.3200	-127.32	0.00

CASE: ARRIBA - VILLAGOMEZ
IC/SU #: 4782
APPROVED BY: [Signature]
DATE: 5/28/14
PAID DATE: 5/29/14
CHECK #: 18319
AMOUNT: 24.16 / 7916.80

Valued Customer
 Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of \$150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh. We thank you for your business and appreciate your understanding the necessity of this policy.

Please Pay From This Invoice Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.	Taxable Sales: 22.68 Sales Tax: 1.48 Non-Taxable: 0.00 Postage: 0.00 Delivery: 0.00
	PAY THIS AMOUNT \$ 24.16

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT RESHE HAS THE AUTHORITY TO DO SO
 Received/Accepted by: (Print) S. Ward (Signature) [Signature] Date: 5/28/14

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
 WILSON, GARBER & SMALL
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801

Amount Enclosed
\$

Invoice: L2414050225
 Invoice Date: 05/22/2014
 Due Date: 06/21/2014
 Customer Code: L24-WGSM
 natl id: 4069

Please Remit To:
 Ricoh USA, Inc.
 Legal Document Services Southeast District - L24
 P O Box 532545
 Atlanta, GA 30353-2545



PAY THIS AMOUNT \$ 24.16



INVOICE

RECEIVED
ORLANDO, FL

JUN 19 2014

Ricoh USA, Inc. - Orlando, FL
Phone: (407) 843-3600 Fax:
Federal ID: 230334400

Invoice #	L2414060178
Invoice Date:	06/19/2014
Due Date:	07/19/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

BILL TO:

WILSON, GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

WILSON & GARBER, P.A.
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

SHIP TO:

WILSON, GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Attn: Diane Smith

Villagomez-Arriaga

Price using: STANDARD Price

Reference / Case # 4782	Reference 2	Reference 3	Account Manager House Account		
Sales Order	Order Date	Ordered By	Quantity	Unit Price	Extension

SO-1406-0160	06/18/2014	Diane Smith - WILSON & GARBER			77.60	77.60
729	Prints w/o Assembly				0.1000	
736	DVD - Duplication(s)		4.00	20.0000		80.00

CASE: _____
 IC/SU #: _____
 APPROVED BY: *[Signature]*
 DATE: _____
 PAID DATE: _____
 CHECK #: _____
 AMOUNT: _____

4782
4784
4785
4844
4540
4791
4783
4852
divide costs

Valued Customer:
 Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of \$150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh. We thank you for your business and appreciate your understanding of the necessity of this policy.

Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.

Taxable Sales:	157.60
Sales Tax:	10.24
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00

PAY THIS AMOUNT \$ 167.84

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: (Print) *S. Ward* (Signature) *[Signature]* Date: *20.9.8 each*

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
 WILSON, GARBER & SMALL
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801

Amount Enclosed
\$

Invoice: L2414060178
 Invoice Date: 06/19/2014
 Due Date: 07/19/2014
 Customer Code: L24-WGSM
 natl id: 4069

Please Remit To:
 Ricoh USA, Inc.
 Legal Document Services Southeast District - L24
 P O Box 532545
 Atlanta, GA 30353-2545

PAY THIS AMOUNT \$ 167.84



INVOICE

Invoice #	L2414080058
Invoice Date:	08/08/2014
Due Date:	09/07/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

Ricoh USA, Inc. - Orlando, FL
 Phone: (407) 843-3600 Fax:
 Federal ID: 230334400

RECEIVED
ORLANDO, FL

AUG 11 2014

SHIP TO:
WILSON, GARBER & SMALL
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801

BILL TO:
WILSON, GARBER & SMALL
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801 **WILSON & GARBER, P.A.**

Attn: Diane Smith

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager			
4782			House Account			
Sales Order	Order Date	Ordered By	Quantity	Unit Price	Discount	Extension
SO-1408-0051 08/07/2014 Diane Smith - WILSON & GARBER						
642	Oversize B&W (sq/ft)		24.00	0.9000		21.60
011	Minimum Order Handling Fee		1.00	128.4000	-128.40	0.00

Valia Gomez
 CASE: 97820
 IC/SU #: _____
 APPROVED BY: [Signature]
 DATE: _____
 PAID DATE: 8/11/14
 CHECK #: 18405
 AMOUNT: 23.00/34.50

Valued Customer
 Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of \$150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh. We thank you for your business and appreciate your understanding of the necessary of this policy.

Please Pay From This Invoice Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.	Taxable Sales: 21.60 Sales Tax: 1.40 Non-Taxable: 0.00 Postage: 0.00 Delivery: 0.00
	PAY THIS AMOUNT \$ 23.00

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: (Print) S. Ward (Signature) [Signature] Date: 8/11/14

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
WILSON, GARBER & SMALL
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801

Amount Enclosed
 \$

Invoice: L2414080058
 Invoice Date: 08/08/2014
 Due Date: 09/07/2014
 Customer Code: L24-WGSM
 natl id: 4069

Please Remit To:
 Ricoh USA, Inc.
 Legal Document Services Southeast District - L24
 P O Box 532545
 Atlanta, GA 30353-2545

PAY THIS AMOUNT \$ 23.00



INVOICE

RECEIVED
ORLANDO, FL

NOV 25 2014

Ricoh USA, Inc. - Orlando, FL
Phone: (407) 843-3600 Fax:
Federal ID: 230334400

Invoice #	L2414110265
Invoice Date:	11/25/2014
Due Date:	12/25/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

BILL TO:

WILSON, GARBER & SMALLSON & GARBER, P.A.
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

SHIP TO:

WILSON, GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Attn: Diane Smith

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager
4782			LEAH OBLINGER

Sales Order	Order Date	Ordered By	Quantity	Unit Price	Discount	Extension
-------------	------------	------------	----------	------------	----------	-----------

SO-1411-0166	11/24/2014	Diane Smith - WILSON & GARBER				
641	B&W Copies 11x17		16.00	0.2600		4.16
602	Binds - GBC		4.00	2.5000		10.00
568	B&W Copies D - Heavy Litigation		424.00	0.1300		55.12
011	Minimum Order Handling Fee		1.00	80.7200	-80.72	0.00

divide equally

48524794

CASE:	
IC/SU #:	
APPROVED BY:	<i>[Signature]</i>
DATE:	
PAID DATE:	12/3/14
CHECK #:	18518
AMOUNT:	73.78/160.05

4784, 4785, 4844, 4782

Valid Customer
 Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of \$150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh. We thank you for your business and appreciate your understanding the necessity of this policy.

Please Pay From This Invoice		Taxable Sales:	69.28
Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.		Sales Tax:	4.50
		Non-Taxable:	0.00
		Postage:	0.00
		Delivery:	0.00
		PAY THIS AMOUNT \$	73.78

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: {Print} S. Ward (Signature) [Signature] Date: 11/25/14

Please pay from this copy. The party named on this bill is held responsible for payment.

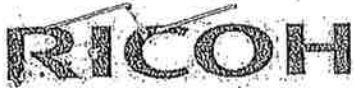
Payment From:
WILSON, GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Amount Enclosed
\$

Invoice: L2414110265
Invoice Date: 11/25/2014
Due Date: 12/25/2014
Customer Code: L24-WGSM
natl id: 4069

Please Remit To:
RicoH USA, Inc.
Legal Document Services Southeast District - L24
P O Box 532545
Atlanta, GA 30353-2545

PAY THIS AMOUNT \$ 73.78



INVOICE

Ricoh USA, Inc. - Orlando, FL
 Phone: (407) 843-3600 Fax:
 Federal ID: 230334400

Invoice #	L2415020303
Invoice Date:	02/20/2015
Due Date:	03/22/2015
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

BILL TO / SHIP TO:
WILSON, GARBER & SMALL
 Attn: Accounts Payable
 437 N. MAGNOLIA AVE
 ORLANDO, FL 32801

Price using: STANDARD Price

Reference / Case #		Reference 2	Reference 3	Account Manager
4782		VILLA-GOMEZ		LEAH OBLINGER
Sales Order	Order Date	Ordered By	Quantity	Unit Price
				Extension

Sales Order	Order Date	Ordered By	Quantity	Unit Price	Extension
SO-1502-0173	02/19/2015	Diane Smith - WILSON & GARBER			
602		Binds - GBC	2.00	2.5000	5.00
636		Folders: Manila Folders - LGL	10.00	0.7500	7.50
641		B&W Copies 11x17	52.00	0.2500	13.00
1960		Color Oversize (sq ft)	12.00	5.0000	60.00
736		DVD - Duplication(s)	6.00	15.0000	90.00
642		Oversize B&W (sq/ft)	12.00	0.7500	9.00
568		B&W Copies D - Heavy Litigation	798.00	0.1300	103.74
588		Color 11x17 Copies	164.00	1.1000	180.40
589		Color 8.5x11 (Letter) Copies	438.00	0.5500	240.90

RECEIVED
 ORLANDO, FL
 FEB 26 2015

WILSON & GARBER, P.A.

Sherma file

Review equally

4784, 4785, 4844, 4782

CASE:	
IC/SU #:	
APPROVED BY:	<i>[Signature]</i>
DATE:	
PAID DATE:	3/5/16
CHECK #:	18025
AMOUNT:	755.68

18892 each

Invoice Number 2-760-30039	Invoice Date Aug 26, 2014	Account Number 1655-6050-7
--------------------------------------	-------------------------------------	--------------------------------------

FedEx Express Shipment Detail By Payor Type (Original)

Dropped off: Aug 04, 2014 **Cust. Ref.:** IC 5124 **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 8

Automation	USAB	Sender		Recipient	
Tracking ID	870909893981	KURT H GARBER		VICKY CORSBY	
Service Type	FedEx Standard Overnight	WILSON GARBER & SMALL PA		CHASE HOME LINDY	
Package Type	FedEx Envelope	437 N MAGNOLIA AVE		201 N CENTRAL AVE 31ST FLR	
Zone	08	ORLANDO FL 32801-1524 US		PHOENIX AZ 85004 US	
Packages	1				
Rated Weight	N/A	Transportation Charge			33.20
Delivered	Aug 05, 2014 09:02	Discount			-6.97
Svc Area	A1	Account Number Correction			12.00
Signed by	B.WATKINS	Fuel Surcharge			2.49
FedEx Use	021657458/0000266/_	Total Charge		USD	\$40.72

Dropped off: Aug 14, 2014 **Cust. Ref.:** Dr. Carr - IC#5124 **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 8

Automation	INET	Sender		Recipient	
Tracking ID	770833178606	Barbara Karlsson		Vicky Crosby	
Service Type	FedEx Priority Overnight	Wilson & Garber, PA		Chase Home Lending	
Package Type	FedEx Envelope	437 N. MAGNOLIA AVENUE		201 N. Central Avenue, 31st Fl	
Zone	08	ORLANDO FL 32801 US		PHOENIX AZ 85004 US	
Packages	1				
Rated Weight	N/A	Transportation Charge			34.60
Delivered	Aug 15, 2014 09:05	Discount			-7.27
Svc Area	A1	Automation Bonus Discount			-1.73
Signed by	D.SIRAK	Fuel Surcharge			2.43
FedEx Use	00000000/0000252/_	Total Charge		USD	\$28.03

Dropped off: Aug 21, 2014 **Cust. Ref.:** Galbreath, IC 5127 **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET	Sender		Recipient	
Tracking ID	770899016252	Barbara Karlsson		Ms. Michelle Wilkinson	
Service Type	FedEx Priority Overnight	Wilson & Garber, PA		County Attorneys Office, Lake	
Package Type	FedEx Envelope	437 N. MAGNOLIA AVENUE		315 W. Main Street	
Zone	02	ORLANDO FL 32801 US		TAVARES FL 32778 US	
Packages	1				
Rated Weight	N/A	Transportation Charge			20.50
Delivered	Aug 22, 2014 10:23	Fuel Surcharge			1.44
Svc Area	A5	Automation Bonus Discount			-1.03
Signed by	B.SHFAR	Discount			-4.31
FedEx Use	00000000/0000186/_	Total Charge		USD	\$16.60

Shipper Subtotal USD \$85.35

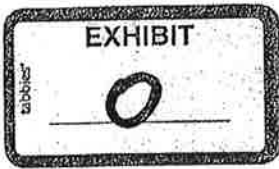
Picked up: Aug 20, 2014 **Cust. Ref.:** RESOLUTIONS **Ref.#2:**
Payor: Recipient **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 2

Automation	USAB	Sender		Recipient	
Tracking ID	803571073049	VICKI MCELROY		DIANE SMITH	
Service Type	FedEx Priority Overnight	CENTRAL FLORIDA EXPRESS WAY		WILSON GARBER	
Package Type	FedEx Envelope	4974 ORL TOWER RD		437 N MAGNOLIA AVE	
Zone	02	ORLANDO FL 32807-1684 US		ORLANDO FL 32801 US	
Packages	1				

2.76 lack

Continued on next page





Invoice Number 2-760-30039	Invoice Date Aug 26, 2014	Account Number 1655-6050-7
--------------------------------------	-------------------------------------	--------------------------------------

Tracking ID: 803571073849 continued

Rated Weight	N/A	Transportation Charge	20.50
Delivered	Aug 21, 2014 09:41	Discount	-4.31
Svc Area	A1	Courier Pickup Charge	4.00
Signed by	.SMITH	Fuel Surcharge	1.92
FedEx Use	023289303/0000186/_	Total Charge	USD \$22.11
Recipient Subtotal			USD \$22.11
Total FedEx Express			USD \$107.46



WILSON GARBER & SMALL PA
437 N MAGNOLIA AVE
ORLANDO, FL 32801

CALL SUMMARY

PAGE: 6
ACTIVITY THROUGH: 1/19/07
INVOICE ACCOUNT ID: 923539955
INVOICE NUMBER: 39012072006931

ACCOUNT / SERVICE NAME / NUMBER / ACCTNG CODE	CALLS	MINUTES	GROSS USAGE CHARGES
WILSON GARBER & SMALL PA 437 N MAGNOLIA AVE ORLANDO, FL 32801			
SPRINT BUSINESS FLEX (SM) DIAL-1	16	107.5	\$6.19
0000			
0009 <i>landa</i>	7	54.0	3.66
0010	1	33.2	2.23
2700 <i>Merij</i>	3	5.8	.35
2792 <i>Goardley</i>	1	1.2	.07
2793 <i>DeAngelo</i>	1	2.3	.14
2795 <i>McNatt</i>	1	4.6	.27
2796 <i>Quinaones</i>	1	.6	.04
2797 <i>Quinaones</i>	1	.7	.04
2798 <i>Reynolds</i>	1	.5	.03
2799 <i>Thyomas</i>	1	2.5	.15
2871 <i>Kellum</i>	1	.3	.03
4643 <i>Futcher</i>	1	6.0	.35
4728 <i>Pirson</i>	2	3.5	.21
4776	3	3.0	.18
4782 <i>Jilla Gomez</i>	1	1.5	.09
4800	1	.7	.04
4809 <i>Falgar</i>	7	19.8	1.16
4814 <i>Bagle</i>	1	1.1	.07
4857 <i>Haral Robertson</i>	9	26.2	1.54
4859 <i>Graar</i>	3	15.4	.89
4863 <i>Springs Samll</i>	3	4.4	.26
4880 <i>Williams</i>	2	15.0	.87
9971	39	179.7	11.64
9999	122	433.8	25.93
407 423-1505	45	66.4	4.28
TOTAL FOR 470351020	274	989.7	\$60.71
WILSON GARBER & SMALL PA 437 N MAGNOLIA AVE ORLANDO, FL 32801			
WILSON GARBER & SMALL PA 437 N MAGNOLIA AVE ORLANDO, FL 32801 SPRINT BUSINESS FLEX(SM) TOLL FREE 877 843-4321			
	4	1.6	\$.13
TOTAL FOR 470350540	4	1.6	\$.13
TOTAL FOR 242099222	4	1.6	\$.13
REPORT TOTAL	278 CALLS	991.3	\$60.84



Level(3)[®]

1025 Eldorado Blvd
Broomfield, CO 80021

9210 0010 LV RP 24 09252014 NNNNNY 01 004068 0014
WILSON GARBER & SMALL PA
SANDRA HESTER
437 N MAGNOLIA AVENUE
ORLANDO FL 32801-1524



Global Crossing Telecommunications Inc. is a Level 3 company

ORLANDO, FL

SEP 23 2014

WILSON & GARBER, P.A.

APPROVED BY:	_____
DATE:	_____
DATE:	10/2/14
CHECK #:	18467
AMOUNT:	53.69

Invoice

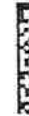
Page 1 of 4

Billing Account Number	0204896466
Invoice Number	9034794990
Payment due on or before	October 24, 2014
Invoice Date	September 24, 2014

How to reach Customer Care: Call 1-877-253-8353
Billing@Level3.com

Bill-At-A-Glance

Previous Balance	241.33	
Payments Received - Thank You!	(241.33)	CR
Prior Period Adjustments	0.00	
Balance	0.00	
<hr/>		
Total Current Charges	53.69	
Total Amount Due	USD	53.69



$$36.48 / 8 = 4.56 \text{ each}$$

News You Can Use

Please include the Invoice Number with your payment for prompt application to your account. Does your invoice contain more paper than you need? Request a one-page invoice by calling Customer Service at the number above. Customers outside of North America can reach Customer Service by dialing 1-877-253-8353 option 3.



1025 Eldorado Blvd
Broomfield, CO 80021

RECEIVED
ORLANDO, FL

MAR 02 2015

WILSON & GARBER, P.A.

6210 0010 LV RP 24 02252015 NNNNNY 01 004231 0016
WILSON GARBER & SMALL PA
SANDRA HESTER
437 N MAGNOLIA AVENUE
ORLANDO FL 32801-1524



Invoice

Page 1 of 4

Billing Account Number 0204896466
Invoice Number 9034962822
Payment due on or before March 26, 2015
Invoice Date February 24, 2015

How to reach Customer Care: Call 1-877-253-8353
Billing@Level3.com

Global Crossing Telecommunications Inc. is a Level 3 company

Bill-At-A-Glance

Previous Balance 0.00
Payments 0.00
Prior Period Adjustments 0.00
Balance 0.00

Total Current Charges 77.99
Total Amount Due USD 77.99

CASE: _____
IC/SU #: _____
APPROVED BY: _____
DATE: _____
PAID DATE: 3/5/15
CHECK #: 18624
AMOUNT: 77.99

4782 15.20
4784 15.20
4785 15.19
4844 15.19

News You Can Use

Please include the Invoice Number with your payment for prompt application to your account. Does your invoice contain more paper than you need? Request a one-page invoice by calling Customer Service at the number above. Customers outside of North America can reach Customer Service by dialing 1-877-253-8353 option 3. Level 3 Communications is enhancing its billing platform to more accurately reflect usage charges. Please see the Customer Information Section of this invoice for details.

be applied directly to the call at the time of rating where possible. This will allow for easier validation and reporting for voice usage charges. As a result of the direct contract rate application, the discount shown on the invoice will no longer be applicable and will be removed. The changes will take place on your March 2015 invoice. If you have any additional questions, please be sure to contact the Billing Inquiry Department at 1-877-2-LEVEL3.

JC 4 180
JC 4 785
JC 4 791

JC 4 836
JC 4 844

** DELIVERY **

--ONLINE--

Jimmy John's
2 South Orange
407-423-1870

07-18-2014 Chk# 106 Open 12:06 PM
Online Order # 106279394

2	#1 Pepe (Box)	22.27
2	Jimmy Chips	
2	Oatmeal Cookie	
2	#3 Totally Tuna(Box)	22.27
2	Jimmy Chips	
2	Oatmeal Cookie	
3	#4 Turkey Tom (Box)	33.41
3	Jimmy Chips	
3	Choc Chunk Cookie	
	#4 Turkey Tom (Box)	11.14
	..UNWICH	
	Jimmy Chips	
	Oatmeal Cookie	
2	#10 Hunter's (Box)	24.38
2	Jimmy Chips	
2	Choc Chunk Cookie	

Total \$ 113.51

Credit Tendered 112.78

Balance Due: \$0.73

Suzanne Ward

Wilson & Garber
437 North Magnolia Avenue
Orlando 407-843-4321

Total
122.20

** DELIVERY **

Chk# 106

Check No: 106 Reg# 33 Web Delivery
Trans Time: 7/18/2014 12:08 PM
Auth. Code: Online Order # 106279394
Acct No: Visa(XX.5582)

Pre Auth: \$ 112.78

Gratuity: 10.00

Total Charge: _____

Signature: _____

I agree to pay the above total
according to the cardholder agreement

JC 4 782

CHECK REQUEST

From: Diane Smith

Date: 11/8/10

Case: O/OCEA cases for Maitland extension

Client: Villagomez - Arricaga
Split equally

4782, 4784, 4785, 4844, 4540, 4791, 4847

File No.: 2.80 2.80 2.80 2.80 2.80 2.85 2.85

Need by: 11/10

Payable to: Diane Smith

\$20⁰⁰

Amount:

For: Travel to Apopka for public meeting - 40 miles

10/26/10

Check No. 16501

Date: 11/10/10

ATTORNEYS LEGAL SERVICES, INC.
 112 East Concord Street
 Orlando, FL 32801
 Phone: (800) 275-8908
 Fax: (407) 839-3639
 Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2014006378
 7/11/2014

RECEIVED
 ORLANDO, FL
 JUL 15 2014

WILSON & GARBER, P.A.

J. Christy Wilson, III
 Wilson & Garber, P.A.
 437 N. Magnolia Ave.
 Orlando, FL 32801

Your Contact: Diane Smith
 Case Number: Orange 14-CA-3658

Plaintiff:
 Central Florida Expressway Authority,

Defendant:
 John E. Humason, et al.,

Received: 7/8/2014 Served: 7/10/2014 10:38 am .SUBSTITUTE - BUSINESS
 To be served on: GLEN PRESSIMONE

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

CASE:	
IC/SU #	
APPROVED BY:	<i>[Signature]</i>
DATE:	
PAID DATE:	7/28/14
CHECK #:	18382
AMOUNT:	35.00/70.00

divide
 4784
 4785
 4844
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 4852
 4778

Please let ALS handle your investigative needs. License #A9300074
 Effective May 28, 2013, all Affidavits of Service for every Florida county, including Seminole County, must be e-filed by attorney's office.

ATTORNEYS LEGAL SERVICES, INC.
 112 East Concord Street
 Orlando, FL 32801
 Phone: (800) 275-8908
 Fax: (407) 839-3639
 Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2014006379
 7/11/2014

RECEIVED
 ORLANDO, FL
 JUL 15 2014

WILSON & GARBER, P.A.

J. Christy Wilson, III
 Wilson & Garber, P.A.
 437 N. Magnolia Ave.
 Orlando, FL 32801

Your Contact: Diane Smith
 Case Number: Orange 14-CA-3658

Plaintiff:
 Central Florida Expressway Authority,

Defendant:
 John E. Humason, et al.,

Received: 7/8/2014 Served: 7/9/2014 4:00 pm .SUBSTITUTE - BUSINESS
 To be served on: DEBRA K. REDDICK

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			\$35.00
BALANCE DUE:			\$35.00

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CASE:	
ICM#:	
AMOUNT BY:	
DATE:	
PAID DATE:	7/28/14
CHECK #:	18382
AMOUNT:	35.00/10.00

Please let ALS handle your investigative needs. License #A9300074
 Effective May 28, 2013, all Affidavits of Service for every Florida county, including Seminole County, must be e-filed by attorney's office.

**Comparison of Parcel 177
Experts' Fees and Costs and Attorney's Costs**

<u>Experts</u>	<u>Invoices</u>	<u>Recommended Settlement</u>	<u>CFX Experts Fees</u>
Calhoun Dreggors & Associates, Inc.	\$16,856.00	\$15,300.00	\$8,693.75 (Hall) \$6,667.00 (Consortium) \$15,360.75
Madden, Moorehead & Glunt, Inc.	\$1,080.62	\$994.00	
McCree General Contractors	\$5,091.25	\$4,496.25	
Professional Engineering Resources, Inc.	\$4,023.47	\$3,773.47	\$9,988.12 (McIntosh)
PGA Title, Inc.	\$56.25	\$56.25	\$250.00 (Fidelity)
Rahenkamp Design Group, Inc.	\$15,616.40	\$14,480.40	
Michael T. Rudd	\$4,928.53	\$4,416.67	
<u>Attorneys Costs</u>			
Orange Legal, Inc.	\$164.66	\$164.66	\$1,051.23 (Shutts & Bowen Costs)
Phipps Reporting, Inc.	\$571.47	\$571.47	
Aerial Cartographics of America, Inc.	\$97.85	\$97.85	
Central Florida Expressway Authority	\$76.00	0.00	
The Presentation Group	\$12.70	\$12.70	
Ricoh USA, Inc.	\$275.50	\$275.50	
Wilson & Garber, P.A. miscellaneous expenses	\$1,224.69	0.00	
TOTAL	\$50,075.39	\$44,639.22	

ORL.DOC5 14304033 1

Exhibit "B"

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Approval of Increase in Contract Amount
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Acquisition of Wekiva Parkway Parcels 197, 230, 257 and 267
Project No. 429-203; Contract No. 000929

Board approval is requested to increase the amount of the referenced contract with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("LDDKR") by \$333,000.00 and to extend the term to December 31, 2016. The new contract amount will be \$792,000.00. The Right of Way Committee has recommended approval of the increase and time extension.


Under this contract, LDDKR is providing legal services to CFX regarding the condemnation acquisition of the referenced parcels owned by Project Orlando, LLC. These four parcels have been acquired through orders of taking; however, the case is now set for a one week trial during the March 28, 2016 docket. CFX's appraiser, Walter Carpenter, has appraised the total value of these parcels at \$12,234,500 and Project Orlando's appraiser, Cantrell Real Estate, Inc., submitted an appraisal on October 15, 2015, for \$32,493,219.

General Counsel and the Director of Engineering have been very satisfied with the legal services provided by the firm to date and they also recommend the contract increase and time extension.

CONSENT AGENDA ITEM

#17

MEMORANDUM

TO: Central Florida Expressway Authority Board
FROM:  Joseph L. Passiatore, General Counsel
DATE: October 28, 2015
SUBJECT: Winderweedle, Haines, Ward & Woodman, P.A. Contract Renewal
Contract No. 000427

The contract for legal services with Winderweedle, Haines will expire November 11, 2015. The firm was originally retained in August of 2007 and has served one five year term and three one year renewals. The firm is currently handling 26 Wekiva parcels in litigation, a fees and costs hearing on the business damage portion of the Korus Orchids case and the closing for the sale of the Mattamy easement with All Aboard Florida.

At last month's meeting the CFX Board deferred a decision on whether to expand in-house legal services in order to take on more Wekiva parcels in litigation.

Based upon the fact that the Board is still considering whether to transition this function, our recommendation would be to extend the current contract until February 27, 2016. That date is also when the Shutts & Bowen contract is currently set to expire. Based upon the outcome of the Board's decision a decision would then be made in February on whether to extend one or both of these contracts.

There is currently funding left from the 2014 renewal which should be sufficient to cover the firm's billings through February 2016. The Right of Way Committee approved the contract extension at its October 28th meeting. Accordingly, we are recommending a contract extension until February 27, 2016 with no additional funding at this time.

JLP/ml

cc: Claude Miller, Procurement


CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM:  Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: October 28, 2015

RE: *Central Florida Expressway Authority v. William and Dessie Calhoun*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 217
Owners: William and Dessie Calhoun
Location: 3509 West Kelly Park Road, Apopka, Florida 32712
Size of Land: Before: 7.379± gross/net acres
Taken: 7.379± gross/net acres

INTRODUCTION

William and Dessie Calhoun were the owners of Parcel 217, a parcel that was taken in its entirety. The parties agreed to resolve full compensation in the amount of \$612,000, or \$102,000 above the appraised value of the property and a Stipulated Final Judgment was entered in August 2015.

Recently, Respondents filed a Motion to Tax Attorney's Fees, Expert Fees and Costs and Attorney's Fees and Costs for Supplemental Proceedings seeking attorney's fees in the amount of \$33,660 and expert fees for the appraisal services of Calhoun, Dreggors and Associates, Inc., in the amount of \$13,162. A copy of the Motion is attached.

ANALYSIS

Respondents' request for attorney's fees is based upon the formula set forth in Section 73.091 of the Florida Statutes, which provides for an attorney's fee based upon 33% of the monetary benefit for monetary benefits less than \$250,000. Thus, the statutory attorney fee is 33% of the benefit of \$102,000, or \$33,660.

Regarding Respondents' request for \$13,162 for the appraisal services of Calhoun, Dreggors and Associates, Mr. Dreggors provided an invoice with a description of the services rendered by person, date, and time. Although CFX did not receive an appraisal report from Mr. Dreggors, it is apparent from the invoice and backup material that appraisal services were rendered.

To resolve this matter, Mr. Dreggors agreed to reduce his invoice by over \$3100 and accept an amount that is equivalent to the amount that CFX paid to its own experts. Based upon information from Finance, CFX paid \$10,046.11 to its own experts on this parcel. The reduction

Project: 429-203, Parcel 217
Owners: William and Dessie Calhoun

would address CFX's concerns pertaining to the duplication of services rendered by multiple researchers and other issues.

REQUEST

The proposed settlement was recommended for Board approval by the Right of Way Committee at the October 28, 2015 meeting. We request the Board's approval of a settlement consisting of the payment of the statutory attorney's fee of **\$33,660** and expert fees and costs in the amount of **\$10,046.11**.

ATTACHMENTS

- 1- Motion to Tax Attorney's Fees, Experts' Fees and Costs and Attorney's Fees and Costs for Supplemental Proceedings

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR ORANGE
COUNTY, FLORIDA

CIVIL ACTION NO: 2014-CA-003591-O
Subdivision: 39
Parcel No.: 217

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY, a body politic and corporate,
and an agency of the state under the laws
of the State of Florida

Petitioner,

v.

WILLIAM L. CALHOUN and DESSIE E.
CALHOUN; et al.,

Respondents.

**MOTION TO TAX ATTORNEY'S FEES, EXPERTS' FEES AND COSTS AND
ATTORNEY'S FEES AND COSTS FOR SUPPLEMENTAL PROCEEDINGS**

Respondents, WILLIAM L. CALHOUN and DESSIE E. CALHOUN, husband and wife ("Respondents"), hereby move for entry of an Order of this Court taxing attorney's fees, experts' fees and costs against the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), in the above-styled eminent domain action. Pursuant to Article X, Section Six of the Florida Constitution, Sections 73.091 and 73.092 (1) and (2), Florida Statutes, and other applicable law, Respondents are entitled to awards of attorney's fees, expert fees and costs and an award of attorney's fees for supplemental proceedings. In support thereof, Respondents state:

1. Pursuant to Section 73.091, Florida Statutes, CFX, as condemning authority, is required to pay "all reasonable costs incurred in the defense of the

proceedings in the circuit court, including, but not limited to, reasonable appraisal fees . . . to be assessed by that court." *Id.*

2. Florida's Supreme Court has also made clear that reasonable experts' fees are part of the compensation owed to property owners under the Florida Constitution. *Dade County v. Brigham*, 47 So. 2d 602, 604 (Fla. 1950). This is particularly true "[s]ince the owner of private property sought to be condemned is forced into court by one to whom he owes no obligation, it cannot be said that he has received 'just compensation' for his property if he is compelled to pay out of his own pocket the expenses of establishing the fair value of the property, which expenses in some cases could conceivably exceed such value." *Id.* at 604-605.

3. The Parties have reached an Agreed Settlement. In order to reach the agreement it was reasonable and necessary to hire Appraiser Richard Dreggors, of the appraisal firm of Calhoun, Dreggors and Associates, Inc. to assist with the valuation of the parcel. A copy of the detailed invoice of Calhoun, Dreggors and Associates, Inc. is attached hereto as Composite Exhibit "A". The total amount of the invoice is \$13,162.

4. All of the costs incurred by the Owners were reasonably necessary to meet CFX on an equal footing to establish the value of the Respondents' property.

5. The settlement reached was in the amount of \$612,000.00. The first written offer dated January 29, 2014 was in the amount of \$510,000.00. The difference equals the monetary betterment of \$102,000 multiplied by the Statutory percentage of 33% results in a total attorney's fee based on monetary benefit of \$33,660 pursuant to Section 73.092(1), Florida Statutes..

6. Section 73.092(2), Florida Statutes, provides the Court with the ability to make awards of attorney's fees to counsel for property owners in Florida eminent domain cases for supplemental proceedings. The pursuit of the property owners' experts' fees, including hearings before the Court, are supplemental proceedings. See *State, Dept. of Transp. v. Lockhart*, 909 So. 2d 590, 592 (Fla. 5th DCA 2005).

WHEREFORE, the Respondents, WILLIAM L. CALHOUN and DESSIE E. CALHOUN, respectfully move for an Order of this Court taxing attorney's fees, experts' fees and costs, and attorney's fees for supplemental proceedings, against the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, in the above-styled eminent domain case.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of the Court by using the eFiling Portal, and further certify that the forgoing has been furnished by U.S. Mail and/or e-service this 8th day of September, 2015 to all parties on the attached Service List.

Respectfully submitted,



KENT L. HIPPI, ESQUIRE
Florida Bar No. 0879630
Kent.Hipp@gray-robinson.com
ASHLEY E. HOFFMAN, ESQUIRE
Florida Bar No. 0106391
Ashley.hoffman@gray-robinson.com
GRAYROBINSON, P.A.
Post Office Box 3068
Orlando, Florida 32802
(407) 843-8880
(407) 244-5690 fax
Attorneys for William L. and Dessie E. Calhoun

**O/OCEA v. William L. and Dessie E. Calhoun, et al.
(Case No.: 2014-CA-003591-O)**

SERVICE LIST

Linda S. Brehmer Lanosa
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Linda.lanosa@CFXWay.com
*Attorney for Petitioner,
Central Florida Expressway
Authority*

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

July 22, 2015

Kent L. Hipp, Esq.
c/o GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

RE: **Owner:** Calhoun
Parcel No.: N/A
Project: Wekiva Parkway
County: Orange

INVOICE

Prepare for and meet with owner at site; meetings with engineer and owner's representative; review taking and impacts to remainder; conferences with owner's representative; review O/OCEA report; sales research/analysis; inspect sales; review valuation issues; conference with surveyor; conference with land planner; conference with owner.

Researcher:	9.25 Hrs. x \$ 75/Hr. =	\$ 694
Eaton:	26.25 Hrs. x \$125/Hr. =	3,281
Abrams:	20.75 Hrs. x \$150/Hr. =	3,112
Dreggors:	27.00 Hrs. x \$225/Hr. =	<u>6,075</u>
Total		\$13,162

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa

Composite Exhibit A

OWNER	CALHOUN	RESEARCHER
PROJECT	WEKIVA PARKWAY	
PARCEL(S)		
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
09/20/13	ASSIST WITH RESEARCH COMPARABLE SALES.	3.75
09/23/13	CONTINUE TO ASSIST WITH RESEARCH OF COMPARABLE SALES.	3.00
09/24/13	CONTINUE TO ASSIST WITH RESEARCH OF COMPARABLE SALES.	<u>2.50</u>
	TOTAL HOURS	9.25

OWNER	CALHOUN	KEVIN EATON
PROJECT	WEKIVA PARKWAY	
PARCEL(S)		
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
04/10/13	CONDUCT SALES RESEARCH.	2.75
04/17/13	PREPARED FOR AND ATTENDED MEETING WITH OWNER AND OWNER'S REPRESENTATIVE.	3.25
01/30/14	LAND SALES RESEARCH AND ANALYSIS.	7.25
02/04/14	RESEARCHED PRE-ENGINEERED/MANUFACTURED HOME SALES AND ANALYZED THOSE SALES WITH THE ALLOCATION METHOD; REVIEWED WITH RICK LAND SALES; CONTINUED WORK ON CHARTS OF SALES FOR OWNER'S REPRESENTATIVE.	4.75
03/04/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF VALUES AND SPREADSHEET; ANALYZED ISSUES OF HIGHEST AND BEST USE.	1.50
03/06/14	REVIEWED O/OCEA UPDATED APPRAISAL.	0.75
05/05/14	SALES RESEARCH.	3.25
05/30/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE.	<u>2.75</u>
	TOTAL HOURS	26.25

OWNER	CALHOUN	COURTNEY ABRAMS
PROJECT	WEKIVA PARKWAY	
PARCEL(S)		
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
07/30/14	REVIEW OF FILE AND CONDEMNOR'S UPDATED APPRAISAL; ANALYSIS OF CARPENTER'S SALES.	5.75
08/01/14	UPDATE SALES RESEARCH; ANALYSIS OF SALES.	6.50
08/14/15	RESEARCH/ANALYSIS OF SALES.	5.25
10/22/14	ANALYSIS OF COMPENSATION.	2.50
07/20/15	PREPARE FOR AND CONFERENCE CALL WITH OWNER AND OWNER'S REPRESENTATIVE.	<u>0.75</u>
	TOTAL HOURS	20.75

OWNER	CALHOUN	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)		
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
11/29/10	REVIEW MATERIAL AND PREPARE FOR MEETING WITH OWNER.	0.50
11/30/10	MEETING WITH OWNER AT THE PROPERTY; REVIEW ISSUES.	1.50
01/17/11	PREPARE FOR AND MEET WITH ENGINEER AND OWNER'S REPRESENTATIVE REGARDING ACCESS TO REMAINDER.	1.25
02/10/12	PREPARE FOR AND MEET WITH OWNER; REVIEW TAKING AND POTENTIAL IMPACTS TO REMAINDER.	0.50
02/22/13	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW GEOTECHNICAL ISSUE FOR LAND IN THE AREA.	0.50
04/12/13	REVIEW O/OCEA REPORT; MEETING WITH OWNER'S REPRESENTATIVE TO DISCUSS SCOPE OF ASSIGNMENT.	2.25
04/15/13	ASSIST WITH SALES RESEARCH.	2.00
09/18/13	INSPECT SALES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.75
10/03/13	ASSIST WITH SALES RESEARCH OF VACANT PARCELS IN WEST ORANGE COUNTY.	1.25
02/04/14	REVIEW O/OCEA REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE, REVIEW SALES WITH ASSOCIATE.	2.50
03/03/14	REVIEW O/OCEA REPORTS.	1.25
03/04/14	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES.	1.25
04/22/14	REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.50
04/23/14	ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING.	0.75

OWNER	CALHOUN	RICHARD C. DREGGORS, GAA
PROJECT	WEKIVA PARKWAY	
PARCEL(S)		
COUNTY	ORANGE	

DATE	TYPE OF SERVICE	HOURS
05/05/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW PRELIMINARY ANALYSIS.	0.50
05/13/14	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING RELOCATION INCENTIVE.	0.50
05/29/14	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW SCOPE OF WORK; CONFERENCE WITH SURVEYOR; CONFERENCE WITH PLANNER.	0.50
05/30/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW OUR ANALYSIS; CONFERENCE WITH THE OWNER.	0.50
08/04/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW CFX OFFER.	0.25
08/08/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUES OF NEARBY PARCELS.	0.25
08/15/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; UPDATE LAND SALES RESEARCH.	0.50
10/22/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	0.75
06/27/15	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATIONS OF SUBJECT AND OTHER PARCELS; DISCUSS OFFER OF JUDGMENT.	1.75
07/20/15	PREPARE FOR AND CONFERENCE WITH OWNER REGARDING OFFER OF JUDGMENT AND VALUES OF LAND IN THE AREA.	<u>0.75</u>
	TOTAL HOURS	27.00

CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract for
Federal Advocacy Services
Contract No. 001121

In accordance with the Procurement Policy and Procedures for competitive sealed proposals, a Request for Proposals (RFP) from qualified firms to provide Federal Advocacy Services was advertised on August 16, 2015. Responses were received from two firms, Becker & Poliakoff, P.A. (Becker), and Alcalde & Fay (Alcalde), by the September 14, 2015, deadline. At its meeting on October 8, 2015, the Board directed that the evaluation process continue for the two firms.

The Evaluation Committee met on October 15, 2015, and conducted interviews with both firms. After the interviews were completed, the scoring of the Technical Proposals, including interviews, was finalized and resulted in the following ranking:

<u>Ranking</u>	<u>Firm</u>
1	Alcalde & Fay
2	Becker & Poliakoff, P.A.

Board award of the contract to Alcalde & Fay in the amount of \$210,000.00 for a three-year contract term is requested. Services provided under this contract will be task order driven based on negotiated amounts for each task.

CONTRACT

This Contract No. 001121 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and ALCALDE & FAY, hereinafter the "CONSULTANT":

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide legislative advocacy and other services as may be assigned to the consultant by CFX; and,

WHEREAS, on or about August 16, 2015, CFX issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of two (2) qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing legislative advocacy and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Price Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) year from the date indicated in the Notice to Proceed from the CFX. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$210,000.00.

3.2 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultants. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the CFX program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONSULTANT INSURANCE

CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

CONSULTANT, at its own expense, shall keep and maintain at all times during the term of this Agreement: (a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars (\$1,000,000) per occurrence; and (b) Workers' Compensation Coverage as required by Florida law. CONSULTANT shall provide CFX with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

8.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the CFX. Thereafter, CONSULTANT shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the CFX shall direct CONSULTANT to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

10. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of the CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is CFX's registered trademark name for the CFX's electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

CONSULTANT, its employees, agents, officers, and subconsultants may not use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONSULTANT, its employees, agents, officers, and subconsultants' access to and/or use of the CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

11.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**

11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

11.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONSULTANT Property or any license granted to CFX for use of the CONSULTANT Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the CFX Property and CFX Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONSULTANT, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX in accordance with the CFX's Ethics Policy. CONSULTANT acknowledges that it has read the Ethics Policy and, to the extent applicable, CONSULTANT will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subconsultants shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. SUBLETTING AND ASSIGNMENT

CFX has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars (\$25,000.00), the CONSULTANT shall first submit a request to the CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the CFX Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

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

18. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subconsultant, or matter.

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to CFX, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

23.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the CFX Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

ALCALDE & FAY

By: _____
Signature

Print Name

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for the CFX


CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Waiver of Procurement Policy Requirement for Prior Approval of
Purchase Orders for Toll System Replacement Project

Article IV, Governing Rules, paragraph C, of the Procurement Policy, reads in part as follows:

“...all...purchase orders...obligating the Authority to an amount of fifty thousand dollars (\$50,000.00) or more shall have the prior approval of the Authority’s Board of Directors.”

Staff is requesting that the Board waive this policy requirement for purchase orders related to the procurement of equipment for the Toll System Replacement (TSR) project. The waiver, which includes the requirement for authorization to advertise, will enable us to expedite the procurement process and order equipment immediately. In lieu of Board approval, purchase orders that exceed \$50,000.00 will be reviewed and approved by the Executive Director and a copy will be included in her monthly report.

The equipment will be procured primarily through the cooperative purchase (piggyback) process using GSA and State of Florida pricing schedules. If certain items are not available on a schedule, or have not been designated as “single source”, quotes will be requested from the appropriate vendors.

Under the agreement reached with the project contractor (TransCore LP), the equipment will be “owner-furnished” by CFX making the timely ordering and delivery of the equipment our responsibility. When the equipment is delivered, the responsibility then shifts to the contractor who must configure and thoroughly test the equipment through the system from end-to-end before it can go “live” in the plazas. It is to our benefit, the benefit of the contractor, and, ultimately, the benefit of our customers, to ensure that the delivery, installation and activation of the replacement equipment is not delayed and that the completion schedule is met.

CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: David Wynne, Director of Toll Operations *D.W.*

DATE: November 12, 2015

SUBJECT: MOU Driver License and/or Motor Vehicle Data Exchange

CFX Board approval is requested to execute an MOU with the Florida Department of Highway Safety and Motor Vehicles to allow CFX to continue to receive registered vehicle owner information for the purposes of toll enforcement. The prior agreement was for a period of three years currently expiring on December 20, 2015.

cc: Laura Kelley, Executive Director
Corey Quinn
Consent Agenda



**MEMORANDUM OF UNDERSTANDING
DRIVERS LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number _____**

This Memorandum of Understanding (MOU) is made and entered into by and between Central Florida Expressway Authority hereinafter referred to as the Requesting Party and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

I. Purpose of the Data Exchange

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to driver license and motor vehicle data to the Requesting Party as follows:

Type of Data Requested	Statutory Fees (subject to change by the Legislature)
<input type="checkbox"/> DL/DMV transaction data	<input checked="" type="checkbox"/> No Charge
<input type="checkbox"/> Driver license status	<input type="checkbox"/> \$0.50/record, per s. 320.05
<input type="checkbox"/> Motor vehicle status	<input type="checkbox"/> \$0.50/record, per s. 320.05, F.S.
<input type="checkbox"/> Driver license transcript (3-year)	<input type="checkbox"/> \$8.00/record, per s. 322.20, F.S.
<input type="checkbox"/> Driver license transcript (7-year or complete)	<input type="checkbox"/> \$10.00/record, per s. 322.20, F.S.
<input type="checkbox"/> Cost recovery fee for TML, Inc.*	<input type="checkbox"/> \$0.02/record (rounded to nearest \$0.01 daily prior to electronic funds transfer. TML will determine fee on an annual basis)
<input checked="" type="checkbox"/> Motor vehicle list	<input type="checkbox"/> \$0.01/record, per s. 320.05, F.S.
<input type="checkbox"/> Driver license list	<input type="checkbox"/> \$0.01/record, per s. 322.20, F.S.
<input type="checkbox"/> Driver record search	<input type="checkbox"/> \$0.01/record or \$2.00/record if no record is found, per s. 322.20, F.S.
<input type="checkbox"/> Motor vehicle record	<input type="checkbox"/> \$0.50/record, per s. 320.05, F.S.
<input type="checkbox"/> Residency verification	<input type="checkbox"/> \$0.01/record, per s. 322.20, F.S.
<input checked="" type="checkbox"/> DAVID	N/A
<input type="checkbox"/> DAVE (government agencies only) <input type="checkbox"/> with Photos/Signatures	N/A
<input type="checkbox"/> Motor Vehicle Insurance Data Exchange/Verification	N/A

* TML Information Services, Inc. owns and operates the computer hardware and software that allows remote interactive access to the databases of the Providing Agency for the Requesting Party. For each single transaction received by the system, one type driver license history will be returned.

The Requesting Party is not requesting personal information and/or is not qualified to obtain personal information pursuant to the Driver's Privacy Protection Act.

The Requesting Party is requesting personal information and declares that it is qualified to obtain personal information under the following exception numbers, as listed in Attachment 1, authorized by the Driver Privacy Protection Act: 2. Personal information will be used as follows:

To issue Uniformed Traffic Citations and Registration Stops on toll violators as provided by State Statute 316.1001

The Requesting Party is authorized to receive a _____9-digit social security number _____a 4-digit social security number, pursuant to Chapter 119, F.S., or other applicable laws.

The Requesting Party is authorized to receive insurance data on a per record basis for the purposes, pursuant to section 713.78(4)(b), F.S., or other applicable laws. The Requesting Party may only re-release this information to parties authorized to receive it under section 713.78(4)(b), F.S.

Received by (Initial/Date) _____

II. Definitions

- A. "Driver's Privacy Protection Act" (DPPA) – 18 United States Code section 2721 et seq.
- B. "Providing Agency" – The Department of Highway Safety and Motor Vehicles. The agency responsible for granting access to driver license and/or motor vehicle data to the Requesting Party.
- C. "Requesting Party" – Any entity type that is expressly authorized by section 119.0712(2), Florida Statutes and DPPA to receive personal information and highly restricted personal information that requests information contained in a driver license, motor vehicle, or traffic crash record.
- D. "Parties" – The Providing Agency and the Requesting Party.
- E. "Third Party" – Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data maintained and released by the Providing Agency or Requesting Party.
- F. "Government Entity" – Any federal, state, county, county officer, or city government, including any court or law enforcement agency.
- G. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.
- H. "Personal Information" – Information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.
- I. "Vendor Number" – A unique number assigned to the Requesting Party by the Providing Agency that identifies the type of record authorized for release and its associated fees. Misuse of a vendor number to obtain information is strictly prohibited and shall be grounds for termination in accordance with Section IX.
- J. "Driver license information" – driver license and identification card data collected and maintained by the Providing Agency.
- K. "Motor vehicle information" – title and registration data collected and maintained by the Providing Agency for vehicles, and mobile homes.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver licenses and motor vehicles pursuant to Chapters 319, 320, and 322, Florida Statutes; and

The driver license and motor vehicle data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119, Florida Statutes; and

The Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to sections 119.0712(2), 320.05, 321.23, and 322.20, Florida Statutes, and other applicable rules and policies; and

The Requesting Party might obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to section 119.0712(2), Florida Statutes, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing records obtained per this agreement must ensure that the end users of the records are complying with section 119.0712(2), Florida Statutes and DPPA.

The Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications required to access driver license and/or motor vehicle information in accordance with the access method being requested.
2. Allow the Requesting Party/Network Provider to electronically access driver license and/or motor vehicle data.
3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.
4. Collect all fees, pursuant to applicable Florida Statutes, rules and policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access, according to section 119.07(2)(c), Florida Statutes.
5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.
6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.
7. Not indemnify or be liable to the Requesting Party/Network Provider for any driver license or motor vehicle information, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in section 768.28, Florida Statutes.
8. Notify the Requesting Party/Network Provider thirty (30) days prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. All fees are established by Florida law. Any changes in fees shall be effective on the effective date of the corresponding law change. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section IX., subject to the payment of all fees incurred prior to termination.
9. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.
10. Provide electronic access for Network Providers to driver license and/or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM and 10:00AM.
11. Provide an agency contact person for assistance with the implementation of this MOU.

B. The Requesting Party agrees to:

1. For the Requesting Party, driver license and/or motor vehicle, information may only be used for the express purposes described herein. Information obtained from the Providing Agency by the Requesting Party shall not be retained by the Requesting Party, unless obtained for a law enforcement purpose or resold to any Third Party.
2. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall not give Third Party end users the name, E-mail address, and/or telephone number of any Providing Agency employee without the express written consent of the Providing Agency. *[This does not apply to Government Entities.]*

3. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user. *[This does not apply to Government Entities.]*
4. Ensure that its employees and agents comply with Section V. Safeguarding Information procedures of this MOU.
5. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.
6. Use the information received from the Providing Agency only for the purposes authorized by this agreement.
7. Protect and maintain the confidentiality and security of driver license and/or motor vehicle information received from the Providing Agency in accordance with this MOU and applicable state and federal law.
8. To the extent allowed by law, the Requesting Party shall defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency.
9. Update user access permissions upon termination or reassignment of users within 5 working days and immediately update user access permissions upon discovery of negligent, improper, or unauthorized use or dissemination of information. Conduct quarterly quality control reviews to ensure all current users are appropriately authorized.
10. For all records containing personal information released to a Third Party, maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency. *[This does not apply to Government Entities.]*
11. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or using electronic means as follows:
 - Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.
 - Maintain an account with a banking institution as required by the Providing Agency.
 - Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.
12. Minimum Transaction Level – In order to qualify for direct connection to a port, the Network Provider must agree to submit a minimum of 5,000 transactions per month for driver transcripts or 2,500 transactions for public records access program for motor vehicle/driver license status checks. A six-month startup period will be allowed, during which time less than the minimum will be acceptable. In the event the Network Provider does not maintain the minimum transaction per month beginning with the first day of the seventh month and every month thereafter, the Network Provider's direct connection to a port will be terminated.

V. Safeguarding Information

The Parties shall access, use and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

- A. Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.
- C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.
- D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party.
- E. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party.
- F. All access to the information must be monitored on an on-going basis by the Requesting Party. In addition, the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.
- G. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

VI. Compliance and Control Measures

- A. **Internal Control Attestation** - This MOU is contingent upon the Requesting Party having appropriate internal controls over personal data sold or used by the Requesting Party to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. Upon request from the Providing Agency, the Requesting Party must submit an attestation from a currently licensed Certified Public Accountant performed in accordance with American Institute of Certified Public Accountants (AICPA) "Statements on Standards for Attestation Engagement." In lieu of submitting the attestation from a currently licensed Certified Public Accountant, Requesting Party may submit an alternate certification with pre-approval from the Department. In the event the Requesting Party is a governmental entity, the attestation may be provided by the entity's internal auditor or inspector general. The attestation must indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The attestation must be received by the Providing Agency within 180 days of the written request. The Providing Agency may extend the time to submit the attestation upon written request and for good cause shown by the Requesting Agency.

- B. Misuse of Personal Information** – The Requesting Party must immediately notify the Providing Agency and the affected individual following the determination that personal information has been compromised by any unauthorized access, distribution, use, modification, or disclosure. The statement to the Providing Agency must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, the requesting party agrees to comply with the provisions of section 501.171, Florida Statutes. The Parties agree that any subsequent changes to this law will be binding upon both parties.
- C.** The Providing Agency shall receive an annual affirmation from the Requesting Party indicating compliance with the requirements of this agreement no later than 45 days after the anniversary date of this agreement.

VII. Period of Performance

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect for three years from the date of execution, as provided on the next page. Once executed, this MOU supersedes all previous agreements for these conditions of services defined in Section I.

VIII. Amendments

- A.** This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.
- B.** This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.
- C.** All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

- A.** This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.
- B.** This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the Requesting Party to comply with any of the requirements of the MOU and applicable Florida Statutes, including section 119.0712(2), Florida Statutes.
- C.** The Contract may be terminated upon thirty (30) days' notice in writing to the Contract Manager without penalty to either party. All obligations of either party under the contract will remain in force during the thirty (30) day notice period.

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party:

Central Florida Expressway Authority

Company / Agency Name

4974 ORL Tower Road

Street Address

Suite

Orlando, FL 32807

City, State Zip Code

By: _____

Laura Kelley

Printed/Typed Name

Executive Director

Title

Date

Laura.Kelley@CFXWay.com

E-Mail Address

407-690-5000

Phone Number

407-690-5034

Fax Number

Providing Agency:

Florida Department of Highway Safety
and Motor Vehicles

2900 Apalachee Parkway
Tallahassee, Florida 32399

By: _____

Lisa M. Bassett

Printed/Typed Name

Chief of Purchasing & Contracts

Title

Date

Technical Contact for FTP, Program Access

Paul Crawford

Printed/Typed Name

Paul.Crawford@CFXWay.com

E-Mail Address

407-690-5112

Phone Number

Point of contact for Web Application Access

Paul Crawford

Printed/typed Name

Paul.Crawford@CFXWay.com

E-Mail Address

407-690-5112

Phone Number

DRIVER PRIVACY PROTECTION ACT EXEMPTIONS

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

1. Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection.
2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.
4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
 - (a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
 - (b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
6. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.
7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.
8. For use in providing notice to the owners of towed or impounded vehicles.
9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.
10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.
11. For use in connection with the operation of private toll transportation facilities.
12. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.
13. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.
14. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.
15. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

CONSENT AGENDA ITEM

#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract for
Wrong-Way Driving Vehicle Detection and
Countermeasures Equipment Installation
Contract No. 001126; Project No. 599-526A

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on October 26, 2015, for the referenced project. Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. The New Florida Industrial Electric	\$1,405,933.40
2. SICE, Inc.	\$1,961,471.48
3. United Signs & Signals, Inc.	\$2,323,298.60

The Engineer's Estimate for this project is \$2,204,113.06.

On October 27, 2015, we were contacted by The New Florida Industrial Electric (FIE) who requested permission to withdraw its bid due to errors in the unit prices for some of the items. We compared the FIE unit prices to the Engineer's Estimate and to those of the other bidders and identified certain items where the FIE unit prices were significantly lower which would indicate errors had been made. On that basis, we accepted FIE's explanation for the errors and allowed them to withdraw their bid without penalty.

The Procurement Department evaluated the two other bids and determined the bid from SICE, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to SICE in the amount of \$1,961,471.48 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001126 (the "Contract"), made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and SICE, INC., 14350 N.W. 56 Court, Suite 105, Opa Locka, Florida 33054, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes installation of all items associated with Contract No. 001126, Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation, (Project No. 599-526A) as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is \$1,405,933.40. This Contract was awarded by the CFX Board of Directors at its meeting on November 12, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

SICE, Inc.

By: _____

Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX


CONSENT AGENDA ITEM

#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with
Traffic Control Devices, Inc., for Installation of SunPass® Signs
Contract No. 001162

Board approval is requested to execute an agreement with Traffic Control Devices, Inc., (TCD) in the amount of \$192,025.00 to install SunPass® signs at ramp and mainline toll plazas.

This will be a cooperative purchase (piggyback) agreement based on a contract between TCD and the City of Winter Park for the same services which will allow us to take advantage of the favorable rates already negotiated by Winter Park.

**CENTRAL FLORIDA EXPRESSWAY CFX
COOPERATIVE PURCHASE AGREEMENT
INSTALLATION OF SUNPASS® SIGNS
CONTRACT NO. 001162**

This Contract is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and TRAFFIC CONTROL DEVICES, INC., 242 N. Westmonte Drive, Altamonte Springs, FL 32714, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Central Florida Expressway Authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform installation of SunPass® signs; and,

WHEREAS, on or about October 29, 2014, the CONTRACTOR entered into Contract No. IFB-12-2014 with the City of Winter Park (City) to provide substantially the same services as required by CFX; and,

WHEREAS, an Invitation to Bid seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the City for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the City; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with the City, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

2. CONTRACT TERM AND AMOUNT

The term of the Contract will be thirty (30) calendar days from the date specified in the Notice to Proceed from CFX. The Contract amount shall not exceed \$192,025.00 during the term.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with the City.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with the City with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements. Additional coverage shall be as follows:

4.1 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

4.2 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.3 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of

subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

5. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

5.1 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and

5.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

5.3 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere

herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

7. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

8. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying CFX and securing its consent in writing.

9. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

11. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

12. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

13. DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

14. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

15. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

16. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

17. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

18. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

18.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

18.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

TRAFFIC CONTROL DEVICES, INC.

By: _____

Title

Attest: _____ (Seal)

Date: _____



Corporate Office
 242 North Westmonte Drive
 Altamonte Springs, FL 32714

Phone - 407.869.5300
 Fax - 407.682.0076
 www.TCD-USA.com

Local Offices

Altamonte Springs, FL	Sarasota, FL
Clermont, FL	Tampa, FL
Deland, FL	Dallas, TX
Jacksonville, FL	Houston, TX
Pompano, FL	San Antonio, TX
Punta Gorda, FL	Salisbury, NC
Rockledge, FL	

To:	Central Florida Expressway Authority	Contact:	Corey Quinn
Address:	4974 ORL Tower Road Orlando, FL 32807	Phone:	(407) 690-5000
		Fax:	(407) 690-5032
Project Name:	096-15 CFX - Install Sun-Pass Sign Panels	Bid Number:	
Project Location:	Along SR417, SR429, SR408, SR528, SR414, Orlando, FL	Bid Date:	11/2/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
3	Regular Time Traffic Signal Level I Tech	1,400.000	MH	\$45.00	\$63,000.00
4	Overtime Traffic Signal Level I Tech (Project Supervisors)	150.000	MH	\$67.50	\$10,125.00
5a	Bucket Truck	900.000	HR	\$74.25	\$66,825.00
5d	Service Vehicle (Project Supervisor Vehicles)	150.000	HR	\$35.50	\$5,325.00
6	Police Officer	850.000	MH	\$55.00	\$46,750.00


Total Bid Price: \$192,025.00

Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.
- Our price includes Insurance.
- ~~All Maintenance of Traffic, if required, shall be provided by others.~~
- No items quoted herein may be "broken out" without prior approval in writing.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month, less five (5%) percent retainage (unless the Prime Contract calls for a different retainage percentage). Final Payment, including retainage, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Traffic Control Devices, Inc.</p> <p style="text-align: right;">  Authorized Signature: </p> <p>Estimator: Rob Rebert 407-869-5300 r.rebert@tcd-usa.com</p>
--	---

CITY OF WINTER PARK

PROFESSIONAL SERVICES AGREEMENT

The City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789, (hereinafter "City"), enters this Agreement for professional services with Traffic Control Devices, Inc., (hereinafter "Contractor"), and for the consideration hereinafter specified, the adequacy of which is acknowledged, the parties agree as follows:

1. Scope of Services. The Contractor is contractually bound to provide the following described professional services: Traffic Signal Maintenance. If Contractor was selected pursuant to a form of competitive procurement issued in writing, then the terms, conditions and contractual requirements with respect to IFB-12-2014 (hereinafter referred to as the "IFB") shall be incorporated herein by reference and the requirements of the RFP are fully incorporated and are binding.

With respect to the Scope of Services and services provided, Contractor is bound and agrees as follows:

- a. All services rendered will be in compliance with the Contract, including any City issued RFP/competitive procurement specifications.
- b. The services will be rendered in a good, workmanlike and professional manner of a quality required of like contractors or professionals in Florida when providing such service.
- c. The services will be in compliance with all requirements of applicable local, state and federal laws.
- d. If a professional license is required for any part of the service provided hereunder, then only licensed professionals whose licenses are in good standing under

Florida law shall provide such service, and all of such service shall be provided in a manner required by Florida law with respect to such licensure.

2. Consideration/Payment. For rendition of these services, the City agrees to pay the Contractor as follows: Net 30. Contractor's invoices shall be sufficiently detailed so that the City can identify reasonably the service provider or providers, dates of service, details regarding the service provided on specific dates, and if there is payment by hour, then each service shall be sub-billed in increments of six (6) minutes (.1 hour). Costs may be billed only if authorized, and shall be actual, incurred, and billed in detail by Contractor with the invoice. Backup documentation for all costs must be attached to the invoice or the cost item will not be payable. If travel and meals/lodging are reimbursable, then the state maximum for such travel expenses, including meals and lodging, shall be subject to the maximum limitations set out in Chapter 112, Florida Statutes, and there will be a requirement that any air travel will be payable only at the available coach rate.

3. Term of the Contract. This Contract is valid for 1 year subject to renewal options of 4 additional 1 year renewals at the sole discretion of the City. The Contract may be terminated sooner as follows:

- a. The Contract may be terminated for material breach that is not of an emergency nature by the party not in breach issuing a written notice to the other identifying the alleged material breach or breaches of contract. The party receiving notice shall thereafter have thirty (30) days within which to cure the default or the Contract shall be deemed terminated. If the nature of the default is such that it may not be cured within thirty (30) days, then it is sufficient if the party receiving notice commences cure within said thirty (30) day cure period and works continuously thereafter with reasonable dispatch to complete the cure of the default.

- b. City may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of thirty (30) days on the Contractor. At the City's option, Contractor may continue to provide services during the thirty (30) day notice period or, will immediately remove its tools and personnel upon demand by the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the thirty (30) day notice period, at the option of the City.
- c. Contractor may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of sixty (60) days on the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the sixty (60) day notice period, at the option of the City, whichever date applies.
- d. The Contract may be terminated immediately by notice by a party not in breach if the other party has committed a material breach that creates an emergency situation endangering the health, safety or welfare of persons or property.
- e. Invoices are due and payable within forty-five (45) days after receipt of the invoice by the City. If the City fails to identify problems with an invoice as required by Florida's Prompt Payment Act and upon expiration of forty-five (45) days from City's receipt of an invoice the Contractor may thereafter serve a written demand for payment of the invoice. The City shall thereafter have fifteen (15) days to cure by making any required payment. If City fails to cure or identify deficiencies in

the billing which excuse payment, the Contractor may thereafter terminate the Contract by further notice.

4. Contractor's Indemnification and Hold Harmless. Contractor, its successors and assigns shall hold harmless and indemnify the City and its agents and employees from and against any and all claims, losses, damages, lawsuits or demands of any type whatsoever made by any third party arising out of or related to Contractor's performance of this Contract or any matter relating to the performance of work under this Contract or the work itself. Without limitation, this duty to indemnify and hold harmless will include all third party claims related in any manner to an allegation of deficient work or failure to perform work called for under this Contract resulting in injury or damage to person or property. Notwithstanding this provision, the duty to indemnify and hold harmless will not apply if the cause of the loss or damage is shown to be substantially the fault or responsibility of the City as a result of its negligence or the intentional wrongdoing or reckless and gross negligence of any agent or employee of the City acting within the course and scope of his or her employment/agency.

5. Required Insurance. Contractor shall have and shall maintain continuously throughout the term of this Contract the following required insurance coverages:

- a. Commercial general liability: as stated in solicitation document.
- b. Workers compensation insurance as required by law for all personnel.
- c. Automobile/motor vehicle coverage: as stated in solicitation document.
- d. Errors and omissions or professional liability insurance: as stated in solicitation document.

All insurance required shall be in a form and coverage acceptable to the City's Director of Risk Management. Contractor agrees to revise or replace such insurance as may be requested by the Director of Risk Management from time to time during the term of the Contract. Contractor shall allow all of its insurance documents to be reviewable upon request by the City. Contractor shall assign to the City all of its rights under its policies of insurance upon demand by the City.

Contractor shall provide certificates of insurance for its professional liability/errors and omissions, automobile/motor vehicle and commercial general liability coverages showing that the insurance is in effect and will not be canceled without notice to the City, and such policies/certificates shall name the City of Winter Park as an additional insured.

6. Miscellaneous.

- a. City reserves all of its authority, rights and privileges of sovereign immunity, including without limitation those rights, privileges and limitations of liability in Section 768.28, Florida Statutes. This Contract shall not be interpreted in any manner to waive or limit the City's rights of sovereign immunity.
- b. There are no third party beneficiaries to this Contract and only the City and Contractor shall have any rights that are enforceable under this Contract.
- c. This Contract shall be binding upon all successors to the Contractor. Notwithstanding, this Contract may not be assigned without the prior express written permission of the City.
- d. This Contract may not be amended except in writing approved in the manner required by the City's Code of Ordinances respecting contracts.

e. The exclusive venue and forum for resolution of any disputes arising out of or related to this Contract or the services provided hereunder shall mandatorily be in the court of appropriate jurisdiction in Orange County, Florida. The law of Florida shall apply with respect to the interpretation of the Contract and all rights and remedies of the parties to the Contract.

f. Any notice required or allowed by this Agreement shall be served by fax, email and express delivery or hand delivery showing the signature of the person to whom delivered as follows:

i. **Notice to the City:** Randy Knight, City Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789
Fax: 407- 691.6651
Email: rknight@cityofwinterpark.org

With a copy to: Usher L. Brown, Esquire, City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801
Fax: 407-425-9596
Email: ulbrown@orlandolaw.net

ii. **Notice to Contractor:** _____

Fax: _____
Email: _____

With a copy to: _____

Fax: _____
Email: _____

g. Waiver of any default by a party shall not constitute a waiver of any future default.

- h. Contractor had an opportunity to negotiate this Contract and seek advice of its counsel. Accordingly, in interpreting this Contract the court shall not apply the rule that the Contract should be construed against the drafter and instead will treat the Contract as if it was drafted by the parties equally.
- i. No employee or agent of the City has any authority to modify or alter the terms of this Contract and Contractor is bound to know the limitations of the authority with each agent and employee of the City with whom it may deal. The Contractor is permitted to take direction consistent with the express terms of this Contract from the City Manager or designee, but such direction may not alter or vary the express written terms hereof without a subsequent formal written amendment to the Contract.

7. Time for Completion. Time is of the essence with respect to this Contract and Contractor shall promptly perform all work assigned in a good and workmanlike manner and shall complete the work on a timely basis. The City Manager or designee shall have the authority to issue a notice to proceed with respect to the services required hereunder. With respect to completion of work:

- a. Contractor shall complete its work under this Contract on or before N/A.
- b. If the work is assigned periodically, then the notice to proceed shall specify the completion date for the work assigned, and Contractor will agree to such completion date as may be stated in notices to proceed issued pursuant to the authority hereof.
- c. If Contractor fails to achieve timely completion, City shall be damaged, but the parties agree that the actual amount of damages that would be suffered by a failure to achieve timely completion is unable to be determined at this time reasonably.

Therefore, the parties agree that for each day following the deadline for completion that Contractor is not completed with its work, City may assess liquidated damages in the amount of N/A dollars (\$N/A) per day which may be set off against any monies otherwise due Contractor. The parties agree that this amount is not a penalty, but is a reasonable approximation of the damages that would be suffered in the future by the City in the event the Contractor fails to timely complete its work.


8. Retainage and Corrective Work. At the option of the City, it may withhold ten percent (10%) from each invoice payable to the Contractor as retainage to assure that the Contractor will complete the work and perform any corrective work. Upon tender of completion, the City shall have twenty (20) business days to identify any deficiencies in the work and Contractor agrees to promptly remedy and correct such matters, including completion of work identified as incomplete or insufficient.


9. Contractor May Not Alter These Terms. No purchase order, contract addendum or document of any type issued by Contractor will be acceptable and none of such will be allowed to amend or alter the requirements of this Contract and the competitive procurement referenced above. In the event such a document is issued by Contractor, it shall be null, void and of no effect.

10. Contractor's Warranty. Contractor warrants all of its work as good, workmanlike, sufficient, and compliant with the requirements of the Contract and all applicable laws and codes.

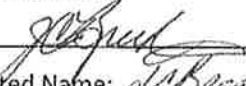
11. Effective Date. This Contract is effective on the date approved by the City Commission or signed by the Mayor/City Manager, whichever is the latest date.

CITY OF WINTER PARK
"CITY"

By: 
Printed Name: Randy Knight/Kenneth Bradley
Title: City Manager/Mayor
Date: 10/29/14

Attest:

Cindy Bonham, City Clerk
Date: 10/29/14

TRAFFIC CONTROL DEVICES, INC.

"CONTRACTOR"
By: 
Printed Name: J. Breeding
Title: VICET RESIDENT
Date: 10-16-14

Telephone 407. 869. 5300
Email: j-breeding@tcd-usa.com



**IFB-12-2014
Traffic Signal Maintenance**

Price Sheet

1. \$61.50 /Hourly rate for regular time traffic signal maintenance from a Level II Technician. Regular time traffic signal maintenance shall be for Contractor providing service between 7:00am and 6:00pm (EST). The maintenance shall include all the materials, equipment and supplies.
*See attachment "A"
2. \$92.25 /Hourly rate for overtime traffic signal maintenance from a Level II Technician. Overtime traffic signal maintenance shall be for Contractor provided service between 6:01 pm and 6:59 am (EST), and on all weekends and legal holidays
3. \$45.00 /Hourly rate for regular time traffic signal maintenance from a Level I Technician. Regular time traffic signal maintenance shall be for Contractor providing service between 7:00am and 6:00pm (EST). The maintenance shall include all the materials, equipment and supplies.
*See attachment "A"
4. \$67.50 /Hourly rate for overtime traffic signal maintenance from a Level I Technician. Overtime traffic signal maintenance shall be for Contractor providing service between 6:01 pm and 6:59 am (EST), and on all weekends and legal holidays.

1. Contractor shall list all holidays for their Company below:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving
Day after Thanksgiving, Christmas Eve & Christmas Day

2. The City's holidays are as follows:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve (Half Day), & Christmas

5. The Contractor shall charge the prevailing rental rate to the Owner on all standard construction equipment. The following specialized traffic light equipment shall be charged to the lesser of the prevailing rental rate for the Owner or the following designated cost per hour:

- | | |
|----------------------|-----------------|
| a) Bucket Truck | \$ 74.25 /hour |
| b) Lift Truck | \$ 74.25 /hour |
| c) Auger/Crane Truck | \$ 158.50 /hour |
| d) Service Vehicle | \$ 35.50 /hour |

COMPANY NAME: Traffic Control Devices, Inc.

TELEPHONE: 407-869-5300

Email: d.hutchins@tcd-usa.com

AUTHORIZED SIGNATURE: _____

J.C. Breeding/VP

DATE: September 3, 2014



242 N. Westmonte Drive
Altamonte Springs, FL 32714
(407) 869-5300
(407) 682-0076

ATTACHMENT "A"

We are taken exception to the last sentence in items 1 and 3. This attachment explains how we incorporated our cost into what items.

Do to this being a Maintenance Contract there is no way for us to include materials, equipment and supplies in one item. Below explains what is included in each pay item.

For 1, 2, 3 & 4 on the price sheet the hourly rate only includes the labor for the Level II or Level I Technician.

All material shall be priced separately to include: material cost, plus tax and mark-up of 17.5%.

Equipment used shall be charged per 5a, 5b, 5c and 5d on the price sheet.

Thank you,


James C. Breeding/VP

F.2.

Treasurer's Report

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

October 23, 2015

TO: Authority Board Members:
S. Scott Boyd
Welton G. Cadwell
Brenda Carey
Buddy Dyer
Fred Hawkins, Jr
Andria Herr
Teresa Jacobs
Jay Madara
S. Michael Scheeringa

FROM: Lisa Lumbard, CFO

SUBJECT: September 2015 Financial Reports

Attached please find the September 2015 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

Sincerely,



Lisa Lumbard, CFO

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING SEPTEMBER 30, 2015 AND YEAR-TO-DATE**

	FY 16 MONTH ACTUAL	FY 16 MONTH BUDGET	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	\$ 28,866,429	\$ 25,442,391	\$ 88,359,127	\$ 80,155,836	\$ 8,203,291	10.2%	10.9%
TOLLS COLLECTED VIA UTN'S	1,081,926	647,703	2,954,624	1,838,330	1,116,294	60.7%	26.3%
FEES COLLECTED VIA UTN'S AND UTC'S	563,248	393,347	1,438,809	1,063,264	375,545	35.3%	32.4%
TRANSPONDER SALES	4,274	5,354	12,354	14,986	(2,632)	-17.6%	-16.2%
OTHER OPERATING	153,975	171,150	316,369	428,691	(112,322)	-26.2%	23.2%
INTEREST	293,679	161,576	643,600	491,837	151,763	30.9%	105.8%
MISCELLANEOUS	161,270	80,026	332,532	251,427	81,105	32.3%	37.9%
TOTAL REVENUES	31,124,803	26,901,548	94,057,415	84,244,371	9,813,044	11.6%	12.1%
O M & A EXPENSES							
OPERATIONS	3,668,151	3,427,389	7,858,666	8,552,707	694,041	8.1%	12.2%
MAINTENANCE	329,267	1,054,090	1,084,269	2,166,115	1,081,846	49.9%	-24.1%
ADMINISTRATION	552,669	565,178	1,461,245	1,448,199	(13,046)	-0.9%	11.8%
OTHER OPERATING	66,397	222,978	66,404	222,978	156,573	70.2%	-83.6%
TOTAL O M & A EXPENSES	4,616,485	5,269,634	10,470,584	12,389,999	1,919,415	15.5%	3.2%
NET REVENUES BEFORE DEBT SERVICE	26,508,318	21,631,914	83,586,831	71,854,373	11,732,459	16.3%	13.3%
COMBINED NET DEBT SERVICE	11,884,388	11,895,880	35,584,336	35,716,435	132,099	0.4%	-0.6%
NET REVENUES AFTER DEBT SERVICE	<u>\$ 14,623,930</u>	<u>\$ 9,736,034</u>	<u>\$ 48,002,495</u>	<u>\$ 36,137,937</u>	<u>\$ 11,864,558</u>	<u>32.8%</u>	<u>26.4%</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2015
FOR THE MONTH ENDING SEPTEMBER 30, 2015 AND YEAR-TO-DATE**

	FY 2016 ACTUAL	FY 2016 BUDGET	VARIANCE	FY 16 YEAR-TO-DATE % VARIANCE
Operations	\$ 7,858,666	\$ 8,552,707	\$ 694,041	8.1%
Maintenance	1,084,269	2,166,115	1,081,846	49.9%
Administration	1,461,245	1,448,199	(13,046)	-0.9%
Other Operating	<u>66,404</u>	<u>222,978</u>	<u>156,573</u>	<u>70.2%</u>
Total O M & A	\$ 10,470,584	\$ 12,389,999	\$ 1,919,415	15.5%
 Capital Expenditures				
Operations	\$ 84,970	\$ 91,994	7,024	7.6%
Maintenance	-	22,180	22,180	100.0%
Administration	<u>-</u>	<u>33,491</u>	<u>33,491</u>	<u>100.0%</u>
Total Capital Expenditures	\$ 84,970	\$ 147,665	\$ 62,695	42.5%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

**Operations - Comparison of Actual to Budget
For the Three Months Ending September 30, 2015**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Toll Operations	145,867	106,917	(38,950)	-36.43%
Violation Enforcement	724,975	691,791	(33,183)	-4.80%
Information Technology	763,909	676,957	(86,953)	-12.84%
Information Technology - Projects	0	73,500	73,500	100.00%
E-PASS Service Center	2,276,730	3,131,716	854,986	27.30%
Public Outreach/Education	104,499	31,112	(73,387)	-235.88%
Subtotal OOCEA	<u>4,015,980</u>	<u>4,711,994</u>	<u>696,014</u>	<u>14.77%</u>
TOLL FACILITIES				
Beachline Expressway (SR 528)				
Beachline Plaza	224,959	232,876	7,918	3.40%
Airport Plaza	317,611	305,743	(11,869)	-3.88%
Dallas Plaza	229,020	220,494	(8,526)	-3.87%
East-West Expressway (SR 408)				
Dean Plaza	261,595	267,737	6,142	2.29%
Conway Main Plaza	436,943	435,190	(1,753)	-0.40%
Pine Hills Plaza	314,691	322,549	7,858	2.44%
Hiawassee Plaza	267,853	268,535	682	0.25%
Western Expressway (SR 429)				
Independence Plaza	251,653	250,279	(1,374)	-0.55%
Forest Lake Plaza	266,295	275,589	9,294	3.37%
Greeneway Expressway (SR 417)				
University Plaza	245,841	245,748	(93)	-0.04%
Curry Ford Plaza	243,984	245,819	1,835	0.75%
Boggy Creek Plaza	299,022	300,206	1,184	0.39%
John Young Plaza	282,031	274,037	(7,994)	-2.92%
John Land Apopka (SR 414)				
Coral Hills Plaza	286,158	287,906	1,748	0.61%
Subtotal Toll Facilities	<u>3,927,656</u>	<u>3,932,707</u>	<u>5,051</u>	<u>0.13%</u>
Total Operations Expenses	<u><u>7,943,636</u></u>	<u><u>8,644,701</u></u>	<u><u>701,065</u></u>	<u><u>8.11%</u></u>

**Maintenance - Comparison of Actual to Budget
For the Three Months Ending September 30, 2015**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
Maintenance Administration	365,167	430,112	64,945	15.10%
Expressway Operations	177,150	562,725	385,574	68.52%
Routine Maintenance	541,952	1,195,458	653,507	54.67%
FDOT Services	0	0	0	0.00%
Total Maintenance Expenses	<u><u>1,084,269</u></u>	<u><u>2,188,295</u></u>	<u><u>1,104,026</u></u>	<u><u>50.45%</u></u>

**Administration - Actual to Budget by Cost Center
For the Three Months Ending September 30, 2015**

	<u>YTD Actual</u>	<u>YTD Budget</u>	<u>Budget Variance</u>	<u>Variance Percentage</u>
General	110,772	110,306	(467)	-0.42%
General Projects	0	4,847	4,847	100.00%
Executive	284,218	287,106	2,888	1.01%
Communications	115,994	103,706	(12,288)	-11.85%
Human Resources	32,112	31,924	(188)	-0.59%
Supplier Diversity	26,274	83,819	57,545	68.65%
Accounting	336,157	334,983	(1,174)	-0.35%
Records Management	50,992	68,777	17,785	25.86%
Construction Administration	86,098	86,428	331	0.38%
Procurement	109,166	114,570	5,404	4.72%
Legal	184,474	143,751	(40,723)	-28.33%
Internal Audit	44,297	35,290	(9,007)	-25.52%
525 Magnolia	6,419	6,883	464	6.74%
Plans Production	74,272	69,300	(4,973)	-7.18%
Grand Total Expenses	<u><u>1,461,245</u></u>	<u><u>1,481,690</u></u>	<u><u>20,444</u></u>	<u><u>1.38%</u></u>

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2015 AND YEAR-TO-DATE**

	FY 16 YEAR-TO-DATE ACTUAL	FY 16 YEAR-TO-DATE BUDGET	FY 16 YEAR-TO-DATE VARIANCE	FY 15 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE BUDGET	FY 15 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	\$ 88,359,127	\$ 80,155,836	\$ 8,203,291	\$ 79,648,042	\$ 76,219,741	\$ 3,428,301	\$ 4,774,990
TOLLS COLLECTED VIA UTN'S	2,954,624	1,838,330	1,116,294	2,340,169	1,566,949	773,220	343,074
FEES COLLECTED VIA UTN'S AND UTC'S	1,438,809	1,063,264	375,545	1,087,086	845,803	241,283	134,262
TRANSPONDER SALES	12,354	14,986	(2,632)	14,735	8,325	6,410	(9,042)
OTHER OPERATING	316,369	428,691	(112,322)	256,754	218,704	38,050	(150,372)
INTEREST	643,600	491,837	151,763	312,760	306,902	5,858	145,905
MISCELLANEOUS	332,532	251,427	81,105	241,065	229,006	12,059	69,046
TOTAL REVENUES	94,057,415	84,244,371	9,813,044	83,900,611	79,395,430	4,505,181	5,307,863
O M & A EXPENSES							
OPERATIONS	7,858,666	8,552,707	694,041	7,003,995	7,055,402	51,407	642,634
MAINTENANCE	1,084,269	2,166,115	1,081,846	1,428,068	1,738,774	310,706	771,140
ADMINISTRATION	1,461,245	1,448,199	(13,046)	1,307,429	1,504,606	197,177	(210,223)
OTHER OPERATING	66,404	222,978	156,573	403,957	466,667	62,710	93,863
TOTAL O M & A EXPENSES	10,470,584	12,389,999	1,919,415	10,143,449	10,765,449	622,000	1,297,415
NET REVENUES BEFORE DEBT SERVICE	83,586,831	71,854,373	11,732,459	73,757,163	68,629,982	5,127,181	6,605,278
COMBINED NET DEBT SERVICE	35,584,336	35,716,435	132,099	35,792,844	35,956,315	(163,471)	295,570
NET REVENUES AFTER DEBT SERVICE	<u>\$ 48,002,495</u>	<u>\$ 36,137,937</u>	<u>\$ 11,864,558</u>	<u>\$ 37,964,319</u>	<u>\$ 32,673,667</u>	<u>\$ 5,290,652</u>	<u>\$ 6,573,906</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2015 AND YEAR-TO-DATE**

	FY 16 MONTH ACTUAL	FY 15 MONTH ACTUAL	FY 15 - 16 SAME MONTH COMPARISON	FY 16 YEAR-TO-DATE ACTUAL	FY 15 YEAR-TO-DATE ACTUAL	FY 15 - 16 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	\$ 28,866,429	\$ 25,672,279	\$ 3,194,150	\$ 88,359,127	\$ 79,648,042	\$ 8,711,085
TOLLS COLLECTED VIA UTN'S	1,081,926	824,603	257,323	2,954,624	2,340,169	614,455
FEES COLLECTED VIA UTN'S AND UTC'S	563,248	405,914	157,334	1,438,809	1,087,086	351,723
TRANSPONDER SALES	4,274	5,253	(979)	12,354	14,735	(2,381)
OTHER OPERATING	153,975	114,043	39,932	316,369	256,754	59,615
INTEREST	293,679	(10,889)	304,568	643,600	312,760	330,840
MISCELLANEOUS	161,270	76,851	84,419	332,532	241,065	91,467
TOTAL REVENUES	31,124,803	27,088,054	4,036,749	94,057,415	83,900,611	10,156,804
O M & A EXPENSES						
OPERATIONS	3,668,151	2,823,870	844,281	7,858,666	7,003,995	854,671
MAINTENANCE	329,267	827,769	(498,502)	1,084,269	1,428,068	(343,799)
ADMINISTRATION	552,669	507,372	45,297	1,461,245	1,307,429	153,816
OTHER OPERATING	66,397	204,873	(138,476)	66,404	403,957	(337,553)
TOTAL O M & A EXPENSES	4,616,485	4,363,884	252,601	10,470,584	10,143,448	327,135
NET REVENUES BEFORE DEBT SERVICE	26,508,318	22,724,169	3,784,149	83,586,831	73,757,163	9,829,668
COMBINED NET DEBT SERVICE	11,884,388	11,915,692	(31,304)	35,584,336	35,792,844	(208,508)
NET REVENUES AFTER DEBT SERVICE	<u>\$ 14,623,930</u>	<u>\$ 10,808,477</u>	<u>\$ 3,815,453</u>	<u>\$ 48,002,495</u>	<u>\$ 37,964,319</u>	<u>\$ 10,038,176</u>

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see the Authority's Comprehensive Annual Financial Reports.

G. 1.

**AWARD OF CONTRACT TO
URS ENERGY & CONSTRUCTION
FOR TOLL FACILITIES
OPERATIONS AND
MANAGEMENT SERVICES**



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Toll Operations & Management Services Contract



URS ENERGY & CONSTRUCTION, INC.

- **August 13, 2015** - Board accepted hearing officer's recommended order to dismiss Faneuil's protest of URS proposal. Board directed staff to meet with URS to discuss reducing the contract amount.
- **September 23, 2015** - CFX Director of Toll Operations and Manager of Procurement met with URS to identify and negotiate cost saving opportunities including a reduction of management fee and general and administrative costs.



URS ENERGY & CONSTRUCTION, INC.

- **October 1, 2015** - Offer submitted by URS to reduce the contract amount by a total of \$2,037,501.86 which consisted of a reduction in Management Fee and G&A of \$1,321,868.08 and other reductions of \$715,633.78.
- **October 5, 2015** - Staff completed review of offer and met with Executive Director. Request for Board award placed on agenda for November Board meeting.



URS ORIGINAL PROPOSAL

\$63,588,685.94
+ 5,722,981.73
\$69,311,667.67

Total Operations Amount
Management Fee and General & Administrative Cost*
Total Proposal Amount

*Calculated at 4% of Total Operations Amount for Management Fee and 5% of Total Operations Amount for General & Administrative cost.



URS REVISED PROPOSAL

\$62,873,052.16
+ 4,401,113.65
\$67,274,165.81

Total Operations Amount
Management Fee and General & Administrative Cost**
Total Proposal Amount

**Calculated at 3% of Total Operations Amount for Management Fee and
4% of Total Operations Amount for General & Administrative cost.



COST REDUCTION

\$5,722,981.73

- 4,401,113.65

\$1,321,868.08

715,633.78

Original Management Fee and G & A Cost

Revised Management Fee and G & A Cost

Reduction in Management Fee and G & A Cost

Other Reductions (Incentive/Merit Plan; Minimum
Wage Rates)

\$2,037,501.86

Total Cost Reduction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract to URS Energy & Construction, Inc., for
Toll Facilities Operations and Management Services and
Approval of Lease Agreement
Contract No. 001071

Board award of the referenced contract to URS Energy & Construction, Inc. (URS), is requested in the amount of \$67,274,165.81 for the contract term of five (5) years. This amount is \$2 million less than the original price proposal amount (\$69,311,667.67) submitted by URS on April 21, 2015. The majority of the difference is due to a reduction in management fees and general and administrative costs negotiated between staff and URS.

Board approval is also requested for the lease agreement with URS for space in the Operations and Administration Building. The lease is coterminous with the contract term. Both the contract and lease will be effective upon signing by both parties.

CONTRACT

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS ENERGY & CONSTRUCTION, INC.**

**TOLL FACILITIES OPERATIONS AND
MANAGEMENT SERVICES**

**CONTRACT NO. 001071
CONTRACT DATE: NOVEMBER 12, 2015
CONTRACT AMOUNT: \$67,274,165.81**

**CENTRAL FLORIDA EXPRESSWAY
AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, ADDENDA, PRICE PROPOSAL,
REFERENCE DOCUMENTS, STANDARD OPERATING
PROCEDURES, PERFORMANCE BOND, AND FORMS**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION,
ADDENDA, PRICE PROPOSAL, REFERENCE DOCUMENTS, STANDARD
OPERATING PROCEDURES, PERFORMANCE BOND, AND FORMS**

FOR

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071

NOVEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

**Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor**

Executive Director

Laura Kelley

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Attached compact disk contains the following and are incorporated herein

Reference Documents (Part of Scope of Services)
Standard Operating Procedures (Part of Scope of Services)
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Technical Proposal
Acknowledgement of Addenda
Code of Ethics Form
Conflict of Interest Form
Drug Free Workplace Form

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, the CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include toll facilities operations and management as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies and bonds,
- 1.2 The Addenda,
- 1.3 The Scope of Services,
- 1.4 The Method of Compensation,
- 1.5 The Technical Proposal submitted by CONTRACTOR, and
- 1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-days' notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is \$67,274,165.81.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of

disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance Bond** equivalent to \$1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of \$100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free

Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

8. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of

default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

9. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific

consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or

equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

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 CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use

of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

“Costs” shall include but not be limited to any filing fees, application fees, expert witnesses’ fees, court reporters’ fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR 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 section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys’ fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys’ Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties’ original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties’ intention for the whole of the Contract.

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

URS ENERGY & CONSTRUCTION, INC.

By: _____

Print Name: _____

Title: _____

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

TOLL FACILITIES OPERATIONS AND MANAGEMENT

CONTRACT NO. 001071

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1 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

The Toll Operations Contractor (TOC) shall operate and manage the Central Florida Expressway Authority's (Authority's) Toll Collection Operations and Toll Facilities. The TOC shall provide:

1. Efficient toll collection operations,
2. Effective management and operations of the Electronic Toll Collection (ETC) System,
3. Sound audit and reporting processes,
4. Responsive, courteous customer service, and
5. Proper facilities management.

A detailed Operations Plan shall be submitted by the TOC showing how it intends to carry out these responsibilities. The Operations Plan shall be updated on an annual basis.

1.1.1 Description of Services

The services required under this Contract will be to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide all the qualified and trained personnel, plus all the materials, supplies, equipment, furnishings and support services necessary to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide services 24-hours per day, 7-days a week, 52-weeks per year. The TOC shall manage all aspects of the toll operations. This includes all toll collections, on-going training, scheduling, courier service, etc. The TOC shall partner with the Authority and provide not only excellent personnel, but ensure ongoing excellence in operations by quality training, testing, monitoring, evaluation, and reporting. A set of approved Standard Operating Procedures (SOP) has been established and shall be followed until change requests have been submitted and approved. As such, the SOP is hereby incorporated into the Scope of Services and the Contract as part of operations and included as a major component of the Training Plan. The TOC shall also ensure that excellent customer service is provided.

The TOC shall operate and oversee the Authority's ETC System at the plaza, ramp, and lane levels. The ETC System includes manual lane terminals (MLT), automatic coin machines (ACM), and ETC. The TOC shall monitor the ETC System to ensure that all lanes are operating properly, promptly report ETC System maintenance issues, and perform some preliminary actions to help correct some ETC System issues. The TOC shall ensure that all lanes required to be open are properly open; reversible lanes are properly changed when required; and all lanes are in the proper collection mode. The TOC shall monitor traffic operations at the plazas and ramps to take appropriate actions.

The TOC shall provide a thorough auditing process to ensure that all revenue, transactions, and monies are properly collected, processed, verified, reconciled, and reported. The TOC shall provide an accurate and timely reporting process.

The TOC shall manage the Toll Facilities, including administrative buildings, plazas, ramps, and all lanes. The TOC shall oversee security at Toll Facilities, provide janitorial services for all Toll Facilities, and provide any other services required to ensure the proper completion of the requirements in this Scope of Services.

The TOC is responsible for 100% of the contractual requirements and shall perform a minimum of 60% of the work with its own forces. Subcontractors shall be financially capable of handling the cost of doing business, and shall have the expertise to perform the work assigned. However, if the subcontractors cannot perform the work assigned then the TOC shall ensure that the job is performed and completed properly. The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the TOC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff. The Authority also reserves the right to add personnel to the Contract, depending on circumstances and staffing requirements.

1.1.2 Personnel

It is the Authority's intent to minimize any adverse employment impacts to the current contractor's full-time employees as a result of implementing this Contract. To that end, the TOC shall give first right of refusal to the current contractor's full-time employees having a performance rating of "Satisfactory" or better. It is not the Authority's intent to require the TOC to keep personnel indefinitely if they are not performing as expected. The TOC shall be required to keep employees who are eligible and have indicated a desire to continue working, for a minimum of 60 days. There are approximately 340 toll collectors, supervisors, and plaza managers under the existing contract. Approximately 40 percent are full-time employees.

The Authority expects the TOC to provide compensation that will be at a level to promote the hiring and retention of quality personnel. The current wage levels for toll collection classifications are provided in the reference documents and are to be considered the minimum wage levels for those classifications. Reference Document No 1.

1.1.3 Authority's ETC System

The Authority's current ETC System has been in operation since 1994 and includes 14 mainline plazas and 64 ramp plazas on 109 centerline miles of highway, which includes S.R. 408 (East-West Expressway); S.R. 417 (Central Florida GreeneWay); S.R. 528 (Beach Line Expressway); S.R. 429 (Daniel Webster Western Beltway); S.R. 414 (John Land Apopka Expressway); S.R. 451 and SR 551 (the Goldenrod Road Extension).

The ETC System is fully integrated and includes three modes of collection:

- Electronic Toll Collection (ETC) or Automatic Vehicle Identification (AVI),
- Automatic Coin Machines (ACM), and
- Manual Lane Terminals (MLT).

E-PASS® is the registered trademark name for the Authority's ETC System. The ETC System has many mixed lane configurations. The ETC System currently consists of 307 toll-equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance Facility). There are currently 72 MLT lanes, 100 ACM lanes, 75 dedicated ETC lanes, and 60 ORT lanes. The Violation Enforcement System (VES) equipment is located in all lanes. See the Reference Documents for a listing of equipment, software applications, and locations.

The main communication link is the Fiber Optic Network (FON). Each lane has a lane controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms, and sends reports to the appropriate plaza computer. The plaza computer, in turn, reports to the host computer located at the Authority's headquarters. The lane controller also communicates with the host computer in real-time to update E-PASS customer accounts.

1.2 PROGRAM MANAGEMENT AND ADMINISTRATION

1.2.1 Program Management and Administration Plan

The TOC shall provide a Program Management and Administration Plan showing the organization of the project and office staff, and identifying all functional areas, the key personnel in all the functional areas, and a detailed Staffing Plan. The Staffing Plan shall identify all positions, personnel, and functions to be filled at the TOC Operations Office. These plans shall be updated annually, at a minimum, or whenever changes occur.

1.2.2 TOC Operations Office

The TOC shall furnish and maintain a TOC Operations Office. This office is currently located at the Authority's Operations and Administration Building (Headquarters). There will be no leasing charge to the TOC for the space allocated to them in the Authority's Headquarters, however the TOC will be required to execute a Zero-Dollar Lease Agreement with the Authority. All business performed in the Authority's Headquarters by the TOC shall be solely in connection with the operations of the Authority's toll facilities. The Authority will provide approximately 6,700 square feet. The Authority reserves the right at its discretion to request the TOC to relocate its Operations Office from the Authority's building. If the Authority were to make such a request the Authority would negotiate with the TOC on reimbursement and billing of any additional cost incurred by the TOC.

1.2.2.1 Location

The TOC Operations Office shall be located at the Authority's Headquarters.

1.2.2.2 Office Site Plan

A plan is not required at this time, but may be required if the TOC is asked to move its Operations Office from the Authority's Headquarters.

1.2.2.3 Furniture and Equipment

The TOC shall provide all office furnishings and equipment required for this Contract not provided by the Authority. All furnishings and equipment provided by the TOC for the Contract will be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. The exception to this would be any equipment which is under lease. The Authority will provide the application software, "TRIMS" and access rights to the ETC System network. TRIMS software, in conjunction with the appropriate TOC workstations and network access, provides "intelligent" terminal access to the Authority's ETC System network. This software, through the workstations and the available ETC System applications, provides on-line, user-defined functional access to host and plaza system-level functions (i.e., report generation, monitoring of traffic, collector and lane activity monitoring, system real-time monitors, e-mail, and system maintenance functions). The current contractor has PC workstations with TRIMS installed. These include the Audit staff, Operations Manager, Program Manager, etc.

1.2.2.4 Training Facility

The training facility is provided by the Authority at the Authority's Headquarters along with the necessary equipment to simulate toll transactions. The TOC is responsible for all other materials and equipment to facilitate training.

1.2.3 Vehicles

1.2.3.1 Vehicles

The TOC shall furnish and maintain all vehicles necessary to support the Contract. All vehicles shall be owned or leased, operated, and maintained in good working order by the TOC. All insurance and licensing shall be provided by the TOC. The vehicles provided by the TOC for "official use" shall be white with no markings. All vehicles shall be safe and present a clean appearance. Vehicles not meeting these requirements, as determined by the Authority, shall be removed from the project by the TOC.

1.2.3.2 Transportation and Parking

The TOC shall provide transportation for collectors working the ramp toll plazas, or may allow collectors to use their personal vehicles and reimburse

expenses. As a general rule, employees are not allowed to cross dedicated or express E-PASS lanes. Transportation for staff shall be provided by the TOC where ever a condition exists that would require an employee to cross a dedicated or express lane. The TOC shall transport employees from one side of the plaza to the other when going to and from work. No TOC personnel shall park personal vehicles on Authority right-of-way, except at mainline and ramp plazas in designated parking areas, unless specifically approved in writing by the Authority.

1.2.3.3 Vehicle List

The TOC shall provide a detailed listing of all vehicles assigned to the Contract. The vehicle list shall include vehicle make and model, color, description, vehicle identification number, license (tag) number, E-PASS account and transponder identification number, assignment location, and authorized drivers. The TOC shall provide an updated vehicle listing to the Authority whenever the active listing changes.

1.2.4 Security and Safety

1.2.4.1 Security

1. The TOC shall provide security for all toll collection facilities, including the safety and security of employees as well as the physical structures.
2. The TOC shall provide and maintain strict security for all operating funds and collected revenues.
3. The security procedures shall include the installed security/card access system and combination locks at each Authority facility.
4. The combinations of all locks at all plazas shall be changed annually by the TOC.
5. The SOP requires a check of each booth at least once per shift. This requirement includes not only the mainline plazas, but also each ramp plaza. These activities shall be included in the TOC's Operations Plan and pricing.
6. The TOC shall develop additional procedures, as necessary, to include quarterly security inspections. Reports summarizing the security inspection results shall be submitted to the Authority no later than 15 days after the security inspection is completed.
7. The TOC shall make recommendations to the Authority staff regarding security items needing repair and/or recommend improvements to the security of the Authority's facilities.
8. Investigations – The TOC shall conduct and document investigations into incidents of theft and fraud, and activities of a suspicious nature. All investigation reports shall be immediately forwarded to the Authority for

review. The TOC's investigators shall cooperate with Authority representatives and all law enforcement personnel while conducting investigations.

1.2.4.2 Safety

The TOC shall develop, implement, and maintain a Safety Program Plan. The Safety Program Plan shall comply with all applicable state, local, and federal regulations. The Safety Program Plan will include, at a minimum, safety training, safety awareness, and written safety procedures to be followed by TOC personnel. The TOC (and any subcontractor) shall ensure that all work environments conform to the safety and health standards set forth in *Title 29, Code of Federal Regulations*.

1.2.5 Construction Liaison (not required at this time)

When applicable, the Construction Liaison shall attend designated construction-related meetings with the Authority, the Authority's Construction Engineering and Inspection (CEI) consultant and/or contractors. The Construction Liaison shall coordinate with the CEI and the TOC to assist with maintaining operations at toll facilities during construction. The Construction Liaison shall provide input to the CEI with respect to toll operations and toll collection issues that may affect construction activities. It is the Construction Liaison's responsibility to keep plaza managers and the Authority's Director of Toll Operations informed on planning, scheduling, and progress of construction activities that impact the mainline and ramp plazas. The TOC shall provide the Construction Liaison with the tools necessary to adequately perform his/her job.

1.2.6 Emergency Operations Plan

The TOC shall develop, implement, and maintain an Emergency Operations Plan. The TOC shall submit the Emergency Operations Plan to the Authority for review and approval. The TOC shall maintain toll operations during all emergencies, including fire, accident and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Office of the Governor, Florida Department of Transportation (FDOT) Secretary, the Florida Highway Patrol, local police, the Authority's Executive Director or a designee assigned by the Authority's Executive Director.

1.2.7 Customer and Public Relations

1. The TOC shall provide excellent customer service and achieve a high level of customer satisfaction.
2. The TOC shall assist in providing customer relations services for the Authority. The TOC shall provide a personnel customer training program as part of each new employee's orientation process. These services shall address toll-related announcements which, at a minimum, shall include the distribution of information, including circulars and flyers, to toll customers.

3. The TOC shall make no statements, press releases, or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying the Authority and securing its consent in writing. The TOC shall not publish, copyright, or patent any data furnished according to the Contract. Such data or information is the property of the Authority.

1.3 TOLL OPERATIONS

1.3.1 General Requirements – Toll Collection

The TOC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation and management of the Authority's toll collection facilities. The TOC shall provide, implement, maintain, and manage approved toll collection procedure(s) addressing, at a minimum, the requirements included in the SOPs and as specified herein. The Toll Operations SOP manual contains the current requirements for operating the Authority's toll facilities. When changes are required, the TOC shall submit these change requests to the Authority for review and approval. The TOC shall request updates/changes to the Toll Operations SOP as needed and the Toll Operations SOP shall be updated no less than once a year.

1.3.2 Operations Plan

The TOC's Operations Plan shall detail how superior toll collection operations and management will be accomplished. The Operations Plan shall be updated on an annual basis.

1.3.3 Toll Collection Operations

1. **Toll Collection** - The TOC shall accurately and efficiently collect and account for all transactions and revenues associated with each vehicle using the Authority's facilities. The TOC shall perform these services courteously and, when requested, provide the Authority's customers with information and assistance.
2. **Toll Deposit** - The TOC shall be responsible for preparing all deposit documentation and assuring that all collected funds are verified and deposited daily in the proper accounts, and according to the approved SOP(s).
3. **Toll Audit** - Using existing financial, operational, exception, and unusual occurrence reports, the TOC shall provide a complete and accurate audit of the toll collection and traffic management operation.
4. **Customer Reports** - Reports from customers and other sources concerning accidents and/or incidents shall be verified and reported to the appropriate agencies by the TOC to ensure rapid and efficient dispatch of required services. The TOC shall maintain a complete record and log of all accidents and incidents and shall make them available to the Authority upon request. Content and format shall be subject to the review and approval of the Authority.

5. **Toll Staffing** - Toll collection facilities shall be staffed by the TOC to provide efficient and safe operation while minimizing delay to the customers and traffic congestion in the toll plaza area.
6. **Toll System** - The TOC shall use/operate the Authority's toll collection system according to approved SOPs and user manuals.
7. **Toll Training** - The TOC shall be responsible for training all operators on the operation of all types of collection and processing equipment used by the Authority on its facilities.

1.3.4 Plaza Staff Scheduling

Toll collection personnel shall be staffed so that a minimum of 40 percent of each plaza's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. A TOC Supervisor shall be scheduled on duty 24 hours per day, 7 days per week. The Supervisor shall be first-line management for toll collectors. Schedules shall be developed to ensure that the plazas are properly staffed at peak traffic times and all required lanes are open in the proper mode. It is the Authority's intent to reduce customer delay and congestion to the maximum extent possible, consistent with efficient staffing. Reference Document No. 2 shows the initial minimum requirements for lane operating hours and lane usage. Any desired staffing changes will be subject to approval by the Authority.

1.3.5 Deposit Preparation and Verification Procedure

The TOC shall provide, implement, and maintain a Deposit Preparation and Verification Procedure within the Toll Operations SOP for the collection and disposition of all revenues collected. The Authority reserves the right to review preparation of deposits and supervisor verification at any time.

1.3.6 Discrepancy Operations Reporting Procedure

The TOC shall provide, implement, and maintain a Discrepancy Operations Reporting Procedure as part of the Toll Operations SOP. The procedure shall be used to report unusual circumstances. This includes estimates of revenue lost due to theft, banking errors, or loss from any other reason, and/or procedures violations.

1.3.7 Toll Collection System

The Authority's Toll Collection System is the primary internal control over revenue collection. It provides complete shift data for every lane no matter what the collection mode. Therefore all transactions can be accounted for and a reliable audit can be performed, unless the system was not working in a particular lane. The Toll Collection System lanes are managed from the mainline plaza computer for those lanes assigned to each plaza. The plaza manager's and supervisor's terminals provide the monitoring devices for the Toll Collection System, and for all lanes reporting to a particular mainline plaza. The terminals provide real-time monitoring of transactions in each lane, and show system maintenance alarms which must be acknowledged by the supervisor. Lanes can be opened and closed remotely at the plaza or on site in the lane. It is of great importance that the TOC understands the Toll Collection System and its capabilities.

1.3.8 Toll Collection System – Monitoring

The TOC is required to monitor the ETC System. As stated above, the real time monitors provide the TOC with the ability to monitor activity in the lanes. The TOC shall make appropriate use of this capability. This includes monitoring and acknowledging maintenance alarms and actual lane activity or inactivity. The Authority is relying on the TOC to be the steward of the ETC System. The TOC shall be especially vigilant in regards to the dedicated and express E-PASS lanes because there is a great potential for lost revenue if the ETC System is not performing properly or is out of service. The TOC is responsible for notifying the System Maintenance Contractor and if appropriate the Authority staff. The TOC has a minimum of a two hour notification window, from the time of the lane failure to the time of reporting the incident. The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. It is expected that these activities shall be reported as soon as the TOC learns of them and, with few exceptions, well within the required time frame.

1.3.9 Plaza and Ramp Collection Mode Configuration and Required Hours of Operations

The Plaza and Ramp Collection Mode Configuration reference document shows the mode of collection for each lane and the hours each lane is required to be open. This reference document also indicates the hours that manual lanes must be operated. It is through this data that the man-hour requirements were developed. Reference Document No. 2 Lane Coverage Requirements.

1.3.10 SOP Manual

The TOC shall operate the Authority's facilities in strict adherence to the approved SOP, approved plans, and according to the terms and conditions described herein. Any deviation from the SOP manual requires Authority approval. The TOC shall provide updates to these documents whenever they change, or at a minimum of once a year. The changes and the manual as a whole shall be submitted to the Authority for approval. The TOC shall provide an Authority-approved SOP. There are provisions and forms that the TOC will have to request to change immediately at Notice to Proceed. These should be addressed in the Mobilization and Transition Plan.

Without limiting the generality of other provisions of this scope with respect to updates and revisions of the SOP Manual, Authority may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by Authority, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

1.3.11 Maintenance of Counting Machines

Counting room bill and coin counting equipment shall be cleaned by the TOC once a week. The TOC shall arrange for a representative from equipment manufacturer (Cummins) to train the TOC personnel responsible for the preventive maintenance procedures. The TOC shall provide all equipment necessary for the preventive maintenance activities. This includes a small portable

vacuum, liquid wax, dust brushes, rags, cleaning solvent, screwdrivers and erasers. It is important to keep these machines clean to ensure that they operate properly.

1.3.12 ACM – Coin Jams & Preliminary Cleaning

Preventative maintenance on the ACM machines is not the responsibility of the TOC and will be performed by the System Maintenance Contractor. However, the TOC shall clear coin jams and provide some preliminary cleaning of the ACMs while clearing coin jams.

1.3.13 Payment of Tolls

The Authority cannot, by law, grant free passage to those using its facilities except for certain cases. Therefore, all vehicles using Authority facilities, with limited special exceptions for emergency and certain official vehicles, are required to pay the applicable toll rate indicated at each plaza pay point. Most toll free vehicles will have a Non-Revenue E-Pass Transponder issued by the Authority or possibly another toll agency. According to Authority policy, any contractor operating and/or maintaining any of the Authority's toll facilities shall be responsible for all tolls for the contractor's vehicles even though the trip is in connection with work for the Authority. The TOC can submit an invoice to the Authority for reimbursement of tolls incurred while performing their duties on an Authority contract.

1.4 AUDIT AND REPORTING

1.4.1 Audit Requirements

The TOC shall make available all facilities, plazas, ramps and the TOC Toll Operations Office, for audits ordered by the Authority whether the audit is conducted by Authority personnel, FDOT, or by the Authority's designated accounting firm. The Authority, or its designated representative, shall have unlimited and unrestricted access to all facilities and applicable operations and maintenance documentation. The Authority reserves the right to bring this service in house. The TOC shall be required to:

1. Develop, implement, and maintain a thorough auditing process to ensure that all revenue, transactions and monies are properly collected, processed, verified, reconciled, and reported.
2. Perform daily audits/counts of change funds, tour funds, deposits, vaults, collector, and lane transactions. These audits shall be documented and retained at each toll collection location and/or at the TOC Operations Office, with copies forwarded to the Authority as required.
3. Account for 100 percent of all transactions processed at each lane in the Toll Collection System. These transactions include cash, ETC/AVI, special events, non-revenue, unusual occurrence, and violations.
4. Exceptions to 100 percent accountability – The TOC shall not be responsible for loss of revenue due to:

- a. Violations if the lane is staffed according to approved staffing schedule;
- b. Equipment malfunction if it has been reported to the System Hardware Maintenance Contractor in a timely manner (within 2 hours);
- c. Equipment failure or malfunction when the Authority has specifically directed that the lane remain open (peak period, in peak direction);
- d. ETC/AVI failure when no alarm was sounded or displayed on the plaza real-time monitor;
- e. Police-directed traffic management;
- f. Missing or malfunctioning lane equipment and/or programming cannot substantiate a reasonably accurate audit
- g. Counterfeit money as long as accepted money-handling practices were followed; and
- h. Robbery as long as approved security procedures were followed.

1.4.2 Audit Criteria:

- 1. Initial variance tolerances will be set at negative or positive 0.5% and \$5.00 for revenue. The variance criteria will be reviewed periodically with the Authority and adjusted as required. (SOP Section 4)
- 2. Initial vault variances exceeding 2 percent revenue will require a full audit review. (SOP Section 4)
- 3. Repay to the Authority all negative discrepancies up to \$100,000 annually. For negative discrepancies above \$100,000 annually, the TOC will repay those amounts in excess of \$10.00 per collector per day, except as referenced above.

1.4.3 Reporting Requirements

All reporting requirements under the Contract shall be processed through the Authority's ETC System and the TOC Operations Office personal computer (PC)-based workstations. These reporting requirements shall include, but not be limited to, all ad hoc, traffic and revenue, collector daily, unusual occurrence, detailed audit, discrepancy, deposit verification, audit, and alarm history reports. All required reports, other than existing Toll Collection System reports, shall be subject to review and approval by the Authority.

- 1. Make available to the Authority, or its designee, all applicable audit documentation immediately upon request.
- 2. Besides daily deposit and audit reports, the TOC shall also provide the Authority with a detailed transaction accountability exception report. This report will identify and explain any transactions not in alignment with the verification and reconciliation process.
- 3. The TOC shall prepare daily a deposit reconciliation report. The TOC shall also provide a weekly and monthly summary report to the Authority. The report shall depict daily activity, applicable financial transaction dates for all plaza activity, the indicated and actual revenue, TOC deposited revenue, and bank counts and receipts.

1.4.3.1 Four main reports are currently delivered to the Authority: (SOP Section 4).

1. The **Transaction Accountability Exception Report** reflects all audited MLT activity (traffic, revenues, adjustments, explanations, violations, and final variance), by plaza by collector by day.
2. The **ACM Vault/Deposit Audit Report** indicates all audited ACM activity (traffic, revenues, violations, explanations, and final variances), by plaza by lane by vault number by day.
3. **The Summary of Traffic and Revenue Report** summarizes the total ACM and MLT traffic and actual revenue, by plaza by day, for each seven-day increment within each month.
4. The **Monthly Transaction and Revenue Report** provides a high-level summarization of all the MLT, ACM, and AVI traffic and revenue, special events, and violation traffic, by plaza by month. The appropriate source documentation to support, explain, and justify the final reporting will accompany this report.

1.4.3.2 Other reports include:

1. Customer's Request for Reimbursement;
2. Deposit Logs (So Authority can balance the bank statements early);
3. Negative Discrepancies;
4. Lost revenue estimate due to Citrus Bowl Events (to be billed to the City); and
5. Various statistical/performance reports, as requested.

1.4.3.3 General requirements for each report developed by the TOC:

1. The report format shall be submitted by the TOC to the Authority for approval prior to being used on the Contract. Examples of reports, with explanations shall be submitted with the proposal.
2. The report period will be established by the Authority. For example, weekly reports will cover the period from Monday to Sunday. Monthly reports will cover from the first to the last day of the month.
3. The due date of the report will be specified by the Authority.
4. Reports are to be submitted in hard and soft copy formats acceptable to the Authority.
5. The TOC will be specifically informed of who is to receive certain reports. Any report for which a recipient has not specified will automatically be addressed to the Director of Toll Operations. The Authority may at any time add or delete individuals on the distribution list.

1.4.4 Accounting

The TOC shall operate and maintain a cost accounting system and a general ledger accounting system that complies with generally accepted accounting principles. The TOC shall ensure that all documents required for the backup of the data shall be available and provided upon request for review or audit of any section of the TOC.

1.5 HUMAN RESOURCES MANAGEMENT PLAN

The TOC shall develop, implement and manage a Human Resources Management Plan. The draft Human Resources Management Plan submitted by the TOC with the Technical Proposal shall be finalized and submitted to the Authority for review and approval at the time of the Notice to Proceed. The Human Resources Management Plan shall be updated on an annual basis.

1.5.1 Providing Qualified Personnel

The TOC shall provide qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall present how the TOC will provide the qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall also present how the TOC will ensure a stable workforce including both full-time and part-time employees. All TOC employees shall speak fluent English. TOC policies and procedures, to which the TOC staff will be required to adhere, shall be provided to the Authority for review. A staffing report shall be submitted on a monthly basis. This report shall provide the status of the work force, the percentage of required positions filled, the progress and efforts being made in filling the vacant positions, and turnover rates.

1.5.2 Job Descriptions

The Human Resources Management Plan shall provide complete and detailed formal job descriptions for all staff positions on this Contract. This shall include requirements for initial and ongoing training.

1.5.3 Screening Process

The Human Resources Management Plan shall include a screening process for all potential employees assigned to the Contract. This process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the Authority's assets and the TOC's ability to properly provide the specified services. The safe and proper handling of Authority revenues and assets by the TOC's personnel shall be the focus of the screening process.

1.5.4 Drug Testing

The TOC shall certify that the personnel it provides are drug-free upon initial assignment to the Contract. The TOC shall re-certify, on an on-going basis, a minimum of 25 percent of its personnel every six months, based on random employee testing. This testing process shall ensure that all employees are retested within a two-year time frame. The TOC shall provide a semi-annual report to the Director of Toll Operations showing employees tested, test results, and the status of the employee population as it relates to re-certification. The Authority reserves the right to request that an employee be tested regardless of certification status.

1.5.5 Personnel Files

The TOC shall, as part of the Human Resources Management Plan, establish and maintain a personnel file on each employee assigned to the Contract. The file shall include a recent photograph and a complete set of the employee's fingerprints. The fingerprints shall be taken by an entity or TOC staff that is trained on proper fingerprinting technique. The Authority reserves the right to review personnel files from time to time at its discretion.

1.5.6 Benefits

The TOC shall provide full-time and part-time employees with competitive salaries and all normal privileges, benefits, and guarantees of employment that are afforded to the firm's existing regular and part-time employees. This includes providing benefits, such as medical coverage, retirement plans, sick leave, vacation pay, and holiday pay. These benefits shall be comparable to those provided to the current work force. The benefits provided under the current contract are detailed in Reference Document No. 3.

1.5.7 Fidelity Bonds

All TOC personnel shall be bonded. All management and supervisory personnel shall be bonded and approved by the Authority. TOC shall provide a commercial blanket Fidelity Bond covering each individual in the minimum amount of \$100,000 to protect the Authority from property losses, including money occasioned by theft, when such losses are identifiable to specific TOC employees. The TOC shall be responsible for promptly filing any claims and reimbursing the Authority to the full extent of the loss. No "deductible amount" of the bond shall apply to reimbursement to the Authority. The Fidelity Bond shall be completed and furnished to the Authority along with the executed Contract. The TOC shall submit a report every six months showing a list of employees and certification that they are all bonded.

1.5.8 Security Policy

The TOC shall develop and submit a Security Policy for review and approval by the Authority. If at any time the Authority puts in place a Security Policy, the TOC shall adopt the policy and adhere to it. The Authority maintains many data files that are considered highly confidential from which negative consequences could ensue should the information be published or otherwise divulged negligently or maliciously. Unauthorized access to these files is, in some cases, a violation of the law.

1.5.9 Appearance

The TOC's employees shall present a neat, clean, and professional appearance with no visible tattoos or body piercing. Women are allowed two earrings per ear. The TOC shall provide uniforms for all Toll Collectors, Supervisors, and Couriers (including part-time). All of these employees shall wear the uniform in a professional manner, including acceptable shoes. The uniforms shall be submitted to the Authority for approval before they are put into use. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

1.5.10 Removal Rights

The Authority reserves the right, at any time and without incurring liability, to require immediate removal from the Contract any TOC employee or subcontractor whom the Authority identifies as a potential threat to the health, safety, security, or general well-being of the Authority's customers, employees, agents, or assets, or whom the Authority determines does not meet the minimum performance requirements of the work.

1.5.11 Authority's Right to Hire

The Authority may hire the TOC's employees at any time, whether during or beyond the term of the Contract. In addition, the TOC agrees not to restrict, or attempt to restrict, the rights of its employees to seek work with subsequent contractors providing the same service to the Authority.

1.5.12 Time Keeping

The TOC shall provide an electronic time keeping system for the purpose of reporting the start times, stop times, hours worked and compensated time off of its personnel that are billed to the Authority.

1.6 TRAINING PLAN

The TOC shall develop, implement, and maintain a detailed Training Plan to ensure all TOC personnel are knowledgeable and competent in all phases of their jobs. The Training Plan shall be in place upon receiving the Notice to Proceed to ensure initial training during the transition period. The Training Plan shall include a new employee orientation program, and a follow-up training program throughout the Contract.

1. The Training Plan shall perform the following functions, at a minimum:
 - a. Provide a complete new employee orientation program that includes an introduction to the Authority.
 - b. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided, as appropriate, for all processes and procedures used in the performance of work under the Contract.

- c. Fully train all toll operations personnel in the area of customer service. The Training Plan shall include, at a minimum, geographical and directional instructions (routes and distances to prominent landmarks and points of interest within a 50-mile radius of the Orlando area) and effective communications training.
2. All training materials acquired and/or developed by the TOC for the Contract shall be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. Any special licenses or rights acquired by the TOC for training materials shall be obtained in the name of the Authority. All training records shall be considered the property of the Authority. The Authority reserves the right to attend any TOC training classes. Final training manuals and documentation shall be subject to review and approval by the Authority.
3. The TOC shall submit for review and approval, all training courses and materials to the Authority before training is conducted. The final training course and materials shall be subject to review and approval by the Authority.

1.7 DOCUMENTATION REQUIREMENTS

The TOC shall maintain current and accurate records for all operations work. The records shall be organized and managed by a computerized data and information management system. The TOC shall maintain records in an electronic form easily retrievable and transferable to the Authority. All text documents and records created electronically shall be prepared on an Authority-approved software (Microsoft Word) or e-mail program (using only ASCII/unformatted text). Each page of text shall include a footer, which shall indicate the project, page number, and issue date or latest revision date of the document. All drawings, figures, flowcharts, etc., prepared electronically shall use an Authority-approved version of Excel, Visio or AutoCAD. All records are the property of the Authority and, as such, the Authority has the right to review and retrieve data and records at any time, electronic or hard copy. The TOC shall provide a full explanation of how and what system is going to be used to fulfill this requirement.

1.7.1 Documentation and Tracking Data

Documentation is a crucial element to the long-term reliable operation of the Authority's toll facilities. The ultimate role of documentation is to capture the knowledge accumulated by individuals working for the Authority and to transmit that knowledge to the next generation of people responsible for on-going Authority operations. Within that context, all information that might be useful for training the next generation of people shall be collected and reduced to a written form so that future expenses and operational difficulties are minimized. The current SOP is a prime example of this type of effort.

1.7.2 Correspondence - General

Written, hardcopy correspondence between the TOC and the Authority shall be used for all issues involving schedule, budget, technical approval, design reviews, contractual matters, and any other issue requiring formal documentation. A verbal approval shall be followed by a written approval to be obtained within one (1) business day.

1.7.3 Correspondence – Detail

All correspondence shall include the Contract name and identifying number assigned by the Authority. All correspondence shall have the date of creation and the name and signature of the correspondence author. One (1) hardcopy of all written correspondence shall be filed and accessible to the Authority on request. All correspondence shall be prepared with Microsoft Word and an electronic copy of all correspondence shall be maintained and archived. E-mail may be used for routine communication between the TOC's employees, Authority staff, and other consultants and contractors. Matters listed previously that require written correspondence will not be approved based upon e-mail. All e-mail that deals with any issues requiring written correspondence shall be archived.

1.8 PERFORMANCE

1.8.1 Employee Performance Incentive Plan Requirements

The Authority and the TOC agree that it is in the best interests of both parties to design and implement an Employee Incentive Plan to motivate employees to provide a high-level of customer service. It is this agreement that allows for an equitable means of allocating payments to the TOC to allow its full-time employees to receive an incentive to provide the highest quality customer service. The TOC shall disburse all incentive payments to the fulltime employees, except to the extent that the funds shall be withheld for FICA, income tax, insurance, other benefits, or for other standard payroll taxes or deductions. Payments received by the TOC from the Authority for the Employee Incentive Plan shall not exceed \$150,000 annually. Approval by the Authority's Director of Toll Operations of any incentive plan is required prior to initiation.

1.8.2 Contract Performance Incentive Program

The Authority is open to developing a viable Contract Performance Incentive Program to improve operational efficiencies. The Authority will entertain discussions with the TOC on implementing a Contract Performance Incentive Program based on future operational efficiencies.

1.9 LIQUIDATED DAMAGES

1.9.1 System-Related Monitoring and Reporting Requirements – Actual Damages

The TOC is responsible for monitoring the ETC System which includes maintenance alarms and actual lane activity. When revenue is lost due to equipment failure (whether it involves manual collections, ACMS, AVI, or VES) and cannot be recovered from customers, the TOC shall be responsible for these lost revenues when:

1. The TOC has received an ETC System maintenance alarm and does not respond by notifying the maintenance contractor and/or the designated Authority staff member, within the specified time periods;
2. It is determined that the TOC failed to recognize problems in the lanes that should have been detected, as determined by the Authority; or
3. It is determined that the equipment failure or malfunction is a result of the TOC's negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the TOC for that amount. The exception to this provision would be catastrophic events, as determined by the Authority.

1.9.2 System-Related Monitoring and Notification Requirements – Liquidated Damages

If the TOC has not fulfilled its notification requirements, and it has resulted in lost revenue, and actual damages cannot be determined, the Authority has the option of assessing Liquidated Damages for the TOC's failure to meet the monitoring and notification requirements. The response times, as specified in Section 1.3.8 of the Scope, are two hours from the time of System failure. Liquidated Damages will be applied at the following rates:

Response Time: Two (2) hours from the time of occurrence.

Hourly Charge per lane when response time is exceeded: The average revenue per hour for the time frame and collection point in question.

The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. The Authority will advise the TOC in writing of its intent to assess liquidated damages within 5 days of becoming aware of the occurrence and any delay. The time frame for measurement of response time will be determined through an analysis of available ETC System data and events surrounding the incident. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

1.9.3 Performance Requirements – Liquidated Damages

If the Authority determines that the TOC is not meeting the performance requirements for any provision, the Authority will notify the TOC in writing, and the TOC will have two weeks to correct the level of performance cited to the appropriate standard. The TOC, in response to the written notification, shall provide an explanation of why the problem is occurring, and a plan for correcting it. If the TOC is unable to achieve the required level of performance, the Authority will have the right to assess liquidated damages retroactive to the date of notification at the rate of \$200 per day, per criteria not achieved until the standard is met.

1.9.4 Reporting Requirements – Liquidated Damages

If the Authority determines that the TOC has failed to provide a required report, the Authority will notify the TOC in writing, and the TOC shall have two working days to provide the required report, containing the required information, in the fully completed, required, acceptable format.

The Authority will have the option of assessing liquidated damages at the rate of \$200 per day, per report from the date the report is due to the date it is received

1.10 MISCELLANEOUS PROVISIONS

1.10.1 Coordination with Other Contractors

There are several other contractors working with the Authority on the ETC System. Some of these are directly related to the work being done by the TOC and some are not, but it is imperative that the TOC cooperate and coordinate activities where appropriate to ensure smooth operation. Examples of other contractors are: Toll System Maintenance Contractor, Customer Service Center Operator, fiber optic network maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the Toll System Hardware or Software Maintenance Contractor and/or the Installation Contractor for new construction or modifications. The TOC shall take whatever steps are deemed necessary by the Authority to accommodate this requirement.

1.10.2 Work Limitations

The TOC will be limited in the type of work activities that may be conducted. In general, the TOC shall not make physical modifications to the Authority's facilities. Some examples of this would be: modifications to the toll islands, structural modifications, certain electrical wiring, and cuts in the pavement (without a work order form the Authority specifically ordering the work). Running conduits and cables through the toll plaza tunnels or existing openings is allowed. Pre-approval by the Authority or the Authority's designated representatives is required for all facilities-related work. If physical, structural, or electrical modifications are requested of the TOC to accommodate the ETC System, the Authority will provide a specific work order, which describes the work to be done. The TOC shall provide acceptable detailed sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

1.10.3 E-PASS Related Programs and Activities

- The Authority and the Greater Orlando Airport Authority (GOAA) have a program where E-PASS is supported as a payment method for airport parking. The Customer Service Center (CSC) will provide the primary customer service support for this activity.
- Currently, the Authority supports interoperability with the following; Florida Turnpike Enterprise's SunPass[®] program, Lee County's Leeway program, North Carolina Turnpike's Quick Pass program and Georgia's State Road Toll Authority's Peach Pass program. While these agencies have their own CSCs, E-PASS customers who use these facilities may contact the E-PASS CSC with questions.

1.10.4 Upcoming Projects

The following is a list of proposed up-coming projects which are included in the Authority's Five Year Work Plan. These are presented for informational purposes only and the dates

included are estimated. The Authority has not committed to either the completion of the projects or to the dates shown.

- SR 429 Schofield Road – (2) 2 – Lane Ramps Plazas, 2015
- SR 528 Airport Plaza Demo/Widening – Removal of Mainline plaza and the addition of (4) 2 – Lane Ramps, 2016
- Innovation Way Interchange – (2) 2 - Lane Ramp Plazas, 2016
- Wekiva Parkway – This roadway will be an all-electronic (AET) roadway, 2016

1.10.5 Equipment Changes:

In addition to the above projects, the Authority is currently in the process of replacing/upgrading various components of its toll collection system. These upgrades primarily focus on in lane hardware and software along with the violation processing system.

1.11 JANITORIAL SERVICES

The TOC shall perform janitorial services in a manner that ensures the facilities specified below (including ramps) are maintained in an attractive, clean, and sanitary manner.

1.11.1 Name and Location of Mainline Toll Facilities

1. Beach Line Airport Plaza – SR 528
2. Beach Line Main Plaza – SR 528
3. University Plaza – SR 417
4. Curry Ford Plaza – SR 417
5. Boggy Creek Plaza – SR 417
6. John Young Plaza – SR 417
7. Dean Plaza – SR 408
8. Conway East Plaza – SR408
9. Conway West Plaza – SR 408
10. Hiawassee Plaza – SR 408
11. Forest Lake Plaza – SR 429
12. Independence Plaza – SR 429
13. Coral Hills Plaza – SR 414
14. Dallas Plaza – SR 528
15. Goldenrod Road Extension – SR 551

1.11.2 General Requirements

1. The TOC shall furnish all labor, materials, consumable supplies (including toilet tissue, hand towels, and hand soap), equipment, and tools necessary to perform all stated duties in an efficient and workmanlike manner. The services shall be performed for all mainline plazas and ramps. Mainline plazas shall be serviced on a daily basis whereas unmanned ramps shall be serviced monthly unless circumstances warrant immediate attention. The services shall be performed between the hours of 6:00 a.m., and 11:00 p.m., 7 days per week, or as approved by the Director of Toll Operations or his authorized representative.
2. The TOC shall keep a daily log of all routine maintenance operations performed by the janitorial personnel and make available to the Authority upon request.
3. The TOC shall submit, upon request by the Authority, a list of all materials to be used in providing the cleaning service. The Authority may approve or disapprove any product prior to commencement of service.
 - a. The floor finish shall be non-staining and shall provide a high degree of slip protection.
 - b. No cleaners shall be harmful to the surface to which they are applied.
 - c. Dust mop treatment materials, which leave an oily residue, shall not be used.
4. The TOC shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.
5. Dumpsters at the mainline plazas shall not be used for disposal of old fluorescent bulbs. The TOC shall be responsible for proper disposal of bulbs in accordance with environmental regulations.

1.11.3 Daily Work Cycle – Specific Requirements

- Clean glass in all entrance doors, inside and out.
- Shake interior/exterior mats and clean surrounding area.
- Vacuum carpeted areas and spot clean as needed.
- Dust mop uncarpeted areas with chemically treated mop.
- Empty wastebaskets, trash receptacles (replace liners where needed).
- Clean and sanitize water fountains.
- Clean and sanitize restroom sinks, commodes, urinals, counters, mirrors, and tile floors. Remove fingerprints, as needed. Clean dispensers and replenish paper towels, toilet tissue, sanitary napkins, and soap.
- Clean sinks, wipe counters, tables, chairs, trash receptacle, microwave (inside and outside), and refrigerator (outside only) in break room.
- Dust chairs and tables in reception area.
- Check lights. Replace burned-out lights, as necessary, using long-life rough service bulbs.

- Lanes – Sweep and blow down lanes. Pick-up trash on total concrete area, including under and around attenuators.
- Booths – Vacuum and mop, wipe counters, and empty trash.
- Empty outside trash barrels.
- All other tasks consistent with janitorial services.

1.11.4 Weekly Inside Work Cycle – Specific Requirements

- Vacuum, wet mop, and wax all floors.
- Clean windows and wash all countertops.
- Clean windowsills and shoe moldings.
- Remove cobwebs from walls, corners, and ceilings.
- Clean air conditioner vents.
- Vacuum tunnel floor at mainline plazas.
- Clean walls and ceilings of all tollbooths.
- Clean all ductwork and vents in plaza tunnels.

1.11.5 Weekly Outside Work Cycle – Specific Requirements

- Pick-up trash on grounds (i.e. parking lot, adjacent to building, and side walks).
- Clean booth air conditioning filters and vents.
- Vacuum stairway from tunnel to booth.
- Sweep or blow parking lot.

1.11.6 Monthly Work Cycle – Specific Requirements

- Vacuum under furniture and in corners.
- Wax all floors (Full strip & wax annually).
- Dust furniture, desks, chairs (including lags and spreaders), files, business equipment, etc.
- Spot clean painted surfaces.
- Clean exterior doorjambs, frames, and transoms in all entrances.
- Clean tile walls in bathrooms and Formica partitions.
- Clean inside walls.
- Clean outside storage areas.
- Clean all window blinds.
- Clean light panels in ceilings.

1.11.7 Quarterly Work Cycle – Specific Requirements

- Wash windows, inside and out.
- Wash painted walls and woodwork.
- Vacuum upholstered furniture.
- Clean picture frames and glass.
- Wash Naugahyde or plastic-covered furniture.

1.11.8 Semi-Annual Work Cycle – Specific Requirements

TOC shall clean carpeting twice per year (shampoo, steam clean, or dry chemical clean).

2 QUALITY MANAGEMENT AND QUALITY ASSURANCE

The TOC shall develop, implement, and maintain a Quality Management and Quality Assurance Plan.

2.1 QUALITY MANAGEMENT

2.1.1 Quality Policy

This policy shall reflect a commitment to achieve the highest standards of customer satisfaction and performance of the procedures necessary to provide toll operations services, while maintaining good organizational relationships with the Authority, FDOT, and law enforcement personnel. This policy shall include an organizational mission statement and/or managerial philosophy, along with goals and objectives linked to the quality management and assurance.

2.1.2 Quality Management/Quality Assurance

Identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/limitations shall be identified for each process/procedure. Methods of assuring compliance, such as inspection, monitoring, and audit review shall be identified with time frames noted.

2.1.3 Quality Assurance (QA)

QA shall include procedures to determine that quality control is being, or has been, performed effectively and appropriately. It shall include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management, and TOC operations office management. Frequency of QA activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

2.1.4 Quality Control (QC)

QC shall include prescribed procedures by which work products are reviewed and brought into compliance, where necessary, to conform with professional standards, contractual obligations, and commitments to the Authority. This includes activities to identify and eliminate causes of unsatisfactory performance and meet the goals and objectives of operational activities included as part of the Quality Policy.

2.1.5 Customer Satisfaction

2.1.5.1 Complaint Resolution

Customer complaints shall be received and handled by the TOC. Complaints received at the plazas shall be logged in with the date and time, and name and address of the customer. An attempt shall be made to resolve the complaint at the plaza with TOC staff or escalated to TOC management. If complaint

resolution is unsuccessful, the customer shall be politely referred to the Authority.

2.1.5.2 Customer Satisfaction Survey

The Authority will conduct periodic surveys at its discretion according to appropriate survey research methods. The TOC shall help in the development, distribution, collection, and analysis of the surveys. The survey will include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as the degree of friendliness and courtesy shown by collectors, the attention paid to unique problems/difficulties faced by the customer, delays while traveling through toll plazas, cleanliness/overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes.

2.1.6 Employee Performance Assessment and Evaluation

The SOP shall contain a set of policies and procedures that creates a method to evaluate the performance of all employees. This method shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the process by which employees are counseled regarding performance improvement.

2.2 CONTRACT PERFORMANCE MONITORING

1. The Authority will review the performance of the TOC's operations.
2. The SOP, coupled with the operations criteria, provide the standardization and performance levels necessary to ensure the Authority's effective development, administration, coordination, operation, and management.
3. The Authority expects the TOC to exceed minimum performance standards and equates that level of performance with a "Satisfactory" performance. The TOC shall strive to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with best available practices. The TOC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The TOC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

3 MOBILIZATION AND TRANSITION PLAN

The draft Mobilization and Transition Plan submitted by the TOC with the Technical Proposal shall be finalized for resubmittal to the Authority for review and approval immediately upon receipt by the TOC the Notice to Proceed.

3.1 MOBILIZATION

It is the Authority's intent that the TOC shall transition with the current contractor over no more than a two (2) month period covering May through June 2015. The TOC shall also use this time for project mobilization and start-up activities. The TOC shall provide a fully equipped office, a qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation of the Authority's toll facilities and toll collection system.

3.2 TRANSITION

Smooth continuity of services is critical during the transition period from the current TOC to the new TOC. The Mobilization and Transition Plan submitted with the Technical Proposal shall be finalized and submitted to the Authority for review and approval immediately upon Notice to Proceed. The plan shall describe, in detail, the TOC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall include a Staffing Plan for both Administrative and Toll Collection Personnel. The plan shall address maintaining unobstructed traffic flow, normal and peak hour toll collection staffing, audit and control of toll transactions and revenues, and coordination. The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures is properly transferred from the current contractor to the TOC without degradation or interruption of services.

3.3 PLAZA TRANSITION STAFFING PLAN

Not later than 14 days before assumption of each toll collections plaza, the TOC shall submit the following hiring plan documents, developed in accordance with the Contract, to the Authority for review and approval:

1. Hiring Plan for Eligible Current Contractor Full-Time Employees – After reviewing the list and files (provided by current Contractor) of full-time employees eligible for first right of refusal, the TOC shall submit its hiring plan for these employees, including the first date of employment.
2. Hiring Plan for Other Toll Collection Employees – The TOC shall submit a hiring plan for toll positions required beyond those filled by current Contractor's full-time employees. The list shall include additional full-time and all part-time employees.
3. Summary of Hiring Plan – The TOC shall submit a hiring plan for the total number of full-time and part-time toll collection positions and the total number of toll plaza managerial and supervisory positions for each plaza.

3.4 PROPERTY AND EQUIPMENT INVENTORIES

Not later than seven days before assumption of each toll collections plaza operations and operations at the Authority's Headquarters, the TOC, Authority, and current contractor will jointly inventory all Authority owned property at each plaza and associated ramp locations. Any discrepancies shall be reported to the Authority in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final

report, including all plazas, shall be submitted with the last plaza. The report shall be maintained current and shall be reissued annually, or as directed by the Authority. The property inventory report(s) shall contain a list of all relevant property items by Authority inventory number. All property and equipment purchased for this project will remain the property of the Authority at the end of the contract.

3.5 UNIFORMS

3.5.1 General

The TOC shall provide all toll collection uniforms. All employees required to meet with the public in a toll collection capacity shall be properly uniformed. These staff positions shall include, at a minimum: toll collectors, toll collection supervisors, and toll collection couriers. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

3.5.2 Uniform Design

The current contractor has recently signed a contract to provide uniforms. The contract has provisions for the new TOC to assume the uniform contract. The TOC shall assume the uniform contract and use it for providing the required uniforms. Pricing will be provided with the pricing sheets.

3.6 END OF CONTRACT TRANSITION

1. The TOC acknowledges that the services under the Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration or termination, a successor (either the Authority or another contractor) may continue them. The TOC agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The TOC shall, upon the Authority's written notice, furnish transition services during the last 90 days of the Contract. The TOC shall also negotiate in good faith with the successor a plan describing the nature and extent of transition services required. The training program and a date for transferring responsibilities for each division of work shall be subject to Authority approval. The TOC shall provide sufficient experienced personnel during the transition period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
3. The TOC shall allow as many personnel as necessary, in the judgment of the Authority, to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The TOC shall also make available to the Authority for use by the successor all necessary personnel records, as it pertains to performance and training, and shall allow the successor to conduct on-site interviews with these employees. The TOC shall release those employees to be hired by the successor at a mutually agreeable date.

4. The TOC shall be reimbursed for all reasonable and applicable costs (i.e., costs that the TOC might incur after Contract expiration) that result from operations transition and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the Contract.

End of Scope of Services

**Central Florida Expressway Authority
Toll Facilities Operations and Management Services
Contract No. 001071**

Exhibit 1 – Negotiated Changes

The Authority and the Contractor acknowledge that this Exhibit 1 contains provisions that may vary from, conflict with and/or are inconsistent with certain provisions in the responses in Contractor's Technical Proposal submitted April 3, 2015 and the original Price Proposal submitted April 21, 2015. Further, the Authority and the Contractor agree that this Exhibit 1 will govern and take precedence in those instances where a variation, conflict or inconsistency exists. Unless explicitly stated otherwise, the provisions contained in Exhibit 1 shall supersede all references to items whether specifically referenced or not that may conflict or vary with this Exhibit. This Exhibit, the Contractor's Technical Proposal submitted April 3, 2015, and the revised Price Proposal submitted October 7, 2015 constitute the Contractor's entire proposal with respect to the subject matter hereof. Following are the agreed to changes:

1. The Contractor has made a reduction in the proposed Fee and G&A from 4% and 5% to 3% and 4% respectively. These changes and the additional changes described herein are reflected in Contractors revised Price Form dated October 7, 2015.
2. In lieu of the required Incentive Plan and Merit Plan as stipulated in the Request for Proposal (RFP) Exhibit A – Scope of Services, Section 1.8.1 and the Addendum 1 Price Form, the Contractor will implement an Incentive Plan and Merit Plan as described herein. Each employee will receive two (2) Performance Evaluations each contract year. Under this program, each employee will be eligible for Incentive and Merit Increases as follows:
 - a. The Contractor will implement lump sum performance based incentive payments in lieu of merit pay increases for Year 1 and Year 2 of the contract term. The value of these incentives will equate to an overage of 2.5% of an eligible employee's annual pay and will be in addition to the Authority directed incentive specified in the Request for Proposal (RFP) and described in item 3 below.
 - b. The Contractor will continue to implement a merit increase program for Years 3, 4 and 5 of the contract term.
 - c. The Authority directed incentive is lowered from \$150,000 to \$110,000 per year.
3. The Minimum Wage Rates for Employees listed in Pricing Schedule 6 is changed to the following:

	Minimum Amount to Employee
Plaza	Year 1
Plaza Manager-A	\$22.50
Plaza Manager-B	\$19.00
Supervisor	\$14.00
Toll Collector (FT)	\$10.00
Toll Collector (PT)	\$10.00
Other	\$10.00

4. Current employees in the positions listed in item 3 above that earn wages that are above the new minimum wage will continue to be paid at their current rate subject to future rate adjustments as identified herein.

METHOD OF COMPENSATION

1.0 PURPOSE

- 1.1 This section describes the limits and methods of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the Contract term.

2.0 COMPENSATION

- 2.1 Contract Amount: For the satisfactory completion of the services detailed in the Scope of Services, the Contractor shall be paid a total Contract Amount. The total Contract Amount consists of lump sum items and unit priced items identified in the Contractor's Price Proposal.
- 2.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff.
- 2.3 Contractor shall receive and accept the compensation and payment provided in the Price Proposal and the Contract as full payment for all labor, materials, supplies and incidentals required to be provided by the Contractor in the Scope of Services.
- 2.4 The quotations for the items of work are intended to establish a total price for completing the work in its entirety.
- 2.5 Payment for lump sum items will be made to the Contractor for a portion of the lump sum amount equal to the percentage of work completed as determined by the Authority.
- 2.6 Payment for unit priced items will be made to the Contractor for the units of work completed, as determined by the Authority, multiplied by the Contract unit price for the items.
- 2.7 Invoicing: Contractor shall prepare and submit duplicate invoices, in a format acceptable to the Authority, by the 10th calendar day of the following month. Included with the invoice Contractor shall provide the following:

- a) a certification by the Contractor that Contractor is current in its payments due to all Subcontractors, vendors, and employees through the date of the invoice, or if not current, describing the non-current items and stating why they are not current;
 - b) a certification that Contractor is meeting all requirements of the Contract and the SOP Manual; and
 - c) a certificate describing all outstanding claims and potential claims, if any, as of the date of the invoice.
- 2.8 Payments: Contractor will receive partial payments for services and equipment provided not more often than monthly. The payments will be approximate only and all partial estimates and payments will be subject to correction in the subsequent estimates and the final estimate and payment.
- 2.9 The Contractor shall invoice for Paid Time Off (PTO) accrued each month in the monthly billings including sick leave, personal days off, etc. This requirement shall apply to all positions. The Contractor shall submit supporting documentation which shall include a listing of each individual, earned/accrued PTO, and the applicable billing rate for each position.
- 2.10 Payment to Vendors and Suppliers: The Contractor shall promptly pay all vendors and suppliers their proportionate share of payments received from the Authority.
- 2.11 Withholding Payments: The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority. Any and all such payment previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed.
- 2.12 Reduction of Payment for Unsatisfactory Services: If any defined action, duty or service or part required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice claiming such items for payment.

If the action, duty or service or part thereof has been completed and is determined to be unsatisfactory by the Authority, the Contractor will be notified and given the opportunity to correct any deficiencies within a time certain. Payment (for the unsatisfactory work) will be withheld by the Authority from any invoice until such time as the work is determined to be acceptable.

3.0 PROJECT CLOSEOUT

- 3.1 Final Audit: The Contractor shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to the Authority upon demand. Final payment to the Contractor shall be adjusted for audit results.

END OF SECTION

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL FACILITIES OPERATIONS AND MANAGEMENT
NOTES - Pricing Schedules**

- 1 **CFX Directed Incentive Plan** - The Authority provides \$110,000 for each contract year for an incentive plan. The Incentive Plan amounts are included in the pricing sheets.

- 2 **Labor Market Reserve**
Reserve established for Full Time and Part Time employees to provide for rate increase if market mandates.

- 3 **Support Staff Program Management** - includes the following:
Field Accountant, Payroll Coordinator, Procurement Coordinator, Accounts Payable, Safety/Security Coordinator, Field Security (1.5), Human Resources Coordinator, Administrative Assistant, Secretary.

- 4 **Staff Support - Audit** - includes 4 Shift Auditors

- 5 **Furniture & Equipment** - includes the following:
Copy Machines, Computers, Furniture, Office Equipment

- 6 **Transition period** will be for 60 days.

	Contract Year-1	Contract Year-2	Contract Year-3	Contract Year-4	Contract Year-5
CFX Directed Incentive Plan	\$110,000	\$110,000	\$110,000	\$110,000	\$110,000

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Master Price Summary
(Five Year Summary)
TOTAL CONTRACT AMOUNT

Contract Year		Year-1	Year-2	Year-3	Year-4	Year-5	
Item	Description	2016	2017	2018	2019	2020	Totals
1. Management Fee							
1.0.1	Management Fee	\$890,408.18	\$897,781.54	\$850,109.76	\$870,804.69	\$892,009.48	\$4,401,113.65
2. Toll Operations - Office							
2.1.0	Labor	\$1,653,951.90	\$1,653,951.90	\$1,679,073.77	\$1,720,774.52	\$1,763,517.78	\$8,471,269.87
2.2.0	Direct Expense	\$289,734.50	\$295,529.19	\$301,439.77	\$307,468.57	\$313,617.94	\$1,507,789.95
2.3.0	Insurance & Bonds	\$45,840.20	\$46,757.00	\$47,692.14	\$48,645.99	\$49,618.91	\$238,554.24
2.4.0	Mobilization & Transition	\$0.00					
3. Toll Operations - Plazas							
3.1.1	Toll Operations Labor	\$9,981,452.97	\$10,065,092.46	\$9,392,488.57	\$9,624,972.44	\$9,863,268.41	\$48,927,274.85
3.1.10	Toll Operations Direct Expense	\$749,137.31	\$764,120.05	\$723,730.85	\$738,205.47	\$752,969.58	\$3,728,163.25
	Labor Market Reserve - Full Time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Labor Market Reserve - Part Time	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL OPERATIONS AMOUNT		\$12,720,116.87	\$12,825,450.60	\$12,144,425.10	\$12,440,066.98	\$12,742,992.62	\$62,873,052.16
TOTAL CONTRACT AMOUNT		\$13,610,525.05	\$13,723,232.14	\$12,994,534.85	\$13,310,871.66	\$13,635,002.10	\$67,274,165.81

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EXHIBIT "D"

PRICE PROPOSAL FOR CONTRACT NO. 001071

TOLL FACILITIES OPERATIONS AND MANAGEMENT
Schedule 2
Mobilization and Transition Pricing

Item	2.4.0	Year 1
Mobilization		\$0.00
Transition		\$0.00
Total		\$0.00

Notes - Transition period will be for 60 days.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL FACILITIES OPERATIONS AND MANAGEMENT
CLASSIFICATION & RATE SCHEDULE
PRICING SCHEDULE 2
Contractor's Estimates**

Assumptions:

Inflation Rate (Yrs 3-5)	2.50%
Inflation Factor	1.025

CLASSIFICATION OFFICE	Rate per Month					NOTES
	Year 1	Year 2	Year 3	Year 4	Year 5	
PROGRAM MANAGER	\$16,207	\$16,207	\$16,612	\$17,027	\$17,453	
ACCOUNTING MANAGER	\$14,510	\$14,510	\$14,873	\$15,245	\$15,626	
TOLL OPERATIONS MANAGER	\$8,895	\$8,895	\$9,118	\$9,346	\$9,579	
SUPPORT STAFF - OFFICE	\$4,752	\$4,752	\$4,870	\$4,992	\$5,117	A
CONSTRUCTION LIASION		\$0	\$0	\$0	\$0	
AUDIT MANAGER	\$7,338	\$7,338	\$7,521	\$7,709	\$7,902	
ACCOUNTANT / AUDITOR	\$3,746	\$3,746	\$3,840	\$3,936	\$4,034	B
QUALITY CONTROL MANAGER	\$14,596	\$14,596	\$14,961	\$15,335	\$15,719	
CLERICAL / COURIER	\$3,263	\$3,263	\$3,345	\$3,429	\$3,514	
OTHER						

PLAZA	Rate per Hour				
	Year 1	Year 2	Year 3	Year 4	Year 5
PLAZA MANAGER-A	\$34.06	\$34.06	\$34.92	\$35.79	\$36.68
PLAZA MANAGER-B	\$27.61	\$27.61	\$28.30	\$29.00	\$29.73
SUPERVISOR	\$21.06	\$21.06	\$21.59	\$22.13	\$22.68
TOLL COLLECTOR (F T)	\$15.75	\$15.75	\$16.14	\$16.54	\$16.96
TOLL COLLECTOR (P T)	\$14.45	\$14.81	\$15.18	\$15.56	\$15.95
OTHER					

NOTES:

- (A) SUPPORT STAFF CLASSIFICATION IS AN AVERAGE RATE AND INCLUDES THE FOLLOWING:
(FIELD ACCT./ PAYROLL COORD./ PROCUREMENT COORD./ ACCT. PAYABLE/ SAFETY COORD & SECURITY./
/ FIELD SECURITY (1.4)/ HUMAN RES. COORD./ ADMIN.ASST./ SECRETARY)
- (B) ACCOUNTANT/AUDITOR INCLUDES 4 SHIFT AUDITORS.

**Price Form
FIVE (5) YEAR PRICING SUMMARY
FOR
OFFICE OPERATIONS**

Contract Year		Year-1	Year-2	Year-3	Year-4	Year-5	Totals
Item	Description	2016	2017	2018	2019	2020	
1.0.0	Management Fee						
1.1.0	Management Fee	\$890,408.18	\$897,781.54	\$850,109.76	\$870,804.69	\$892,009.48	\$4,401,113.65
2.1.0	Labor						
2.1.1	Program Manager	\$194,480.96	\$194,480.96	\$199,342.98	\$204,326.56	\$209,434.72	\$1,002,066.18
2.1.2	Accounting Manager	\$174,121.65	\$174,121.65	\$178,474.69	\$182,936.55	\$187,509.97	\$897,164.50
2.1.3	Toll Operations Manager	\$106,744.62	\$106,744.62	\$109,413.23	\$112,148.56	\$114,952.28	\$550,003.30
2.1.4	Audit Manager	\$88,052.46	\$88,052.46	\$90,253.77	\$92,510.11	\$94,822.87	\$453,691.67
2.1.5	Support Staff-Program Mgt	\$513,169.61	\$513,169.61	\$525,998.85	\$539,148.83	\$552,627.55	\$2,644,114.45
2.1.6	Support Staff - Const Liason	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.1.7	Support Staff - Audit	\$179,820.33	\$179,820.33	\$184,315.83	\$188,923.73	\$193,646.82	\$926,527.04
2.1.8	Support Staff - QC Manager	\$175,156.30	\$175,156.30	\$179,535.21	\$184,023.59	\$188,624.18	\$902,495.57
2.1.9	Support Staff- Clerical/Courier	\$195,800.34	\$195,800.34	\$200,695.35	\$205,712.74	\$210,855.55	\$1,008,864.33
2.1.10	Incentive Plan	\$26,605.64	\$26,605.64	\$11,043.85	\$11,043.85	\$11,043.85	\$86,342.82
Subtotals Labor		\$1,653,951.90	\$1,653,951.90	\$1,679,073.77	\$1,720,774.52	\$1,763,517.78	\$8,471,269.87
2.2.0	Direct Expense						
2.2.1	Office Building Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2.2.2	Telephone	\$28,279.00	\$28,844.58	\$29,421.47	\$30,009.90	\$30,610.10	\$147,165.05
2.2.3	Supplies	\$10,988.10	\$11,207.86	\$11,432.02	\$11,660.66	\$11,893.87	\$57,182.51
2.2.4	Furnishing & Equipment	\$8,073.00	\$8,234.46	\$8,399.15	\$8,567.13	\$8,738.47	\$42,012.22
2.2.5	Vehicles	\$129,235.90	\$131,820.61	\$134,457.03	\$137,146.17	\$139,889.09	\$672,548.79
2.2.6	Tolls	\$7,667.90	\$7,821.26	\$7,977.68	\$8,137.24	\$8,299.98	\$39,904.06
2.2.7	Miscellaneous Expense	\$105,490.60	\$107,600.41	\$109,752.42	\$111,947.47	\$114,186.42	\$548,977.32
Subtotals Direct Expenses		\$289,734.50	\$295,529.19	\$301,439.77	\$307,468.57	\$313,617.94	\$1,507,789.95
2.3.0	Insurance						
2.3.4	Bonds	\$10,000.00	\$10,200.00	\$10,404.00	\$10,612.08	\$10,824.32	\$52,040.40
2.3.5	Insurance	\$35,840.20	\$36,557.00	\$37,288.14	\$38,033.91	\$38,794.59	\$186,513.84
Subtotals Insurance		\$45,840.20	\$46,757.00	\$47,692.14	\$48,645.99	\$49,618.91	\$238,554.24
TOTAL TOC OPERATIONS OFFICE		\$2,879,934.78	\$2,894,019.63	\$2,878,315.44	\$2,947,693.76	\$3,018,764.11	\$14,618,727.71

- NOTES**
1. SUPPORT STAFF - Program Management includes the following: - Field account, payroll coordinator, procurement coordinator, accounts payable, safety/security coordinator, field security (1.4), Human Resource Coordinator, Administrative Assist, Secretary.
 2. STAFF SUPPORT - ACCOUNTING / AUDIT includes the following:- Audit Manager & 4 Auditors
 3. FURNISHING & EQUIPMENT includes the following: - Copy Machines, computers, Furniture, & Office equipment.

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2015 TO DECEMBER 25, 2016
OFFICE OPERATIONS**

ITEM NO.	PRICE FORM - Year 1 - 2016 FIRM:	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	
OFFICE OPERATIONS						
1.0.0	Management Fee					
1.0.1	Management Fee	3.00%		\$12,720,116.87	\$381,603.51	
1.0.2	G & A	4.00%		\$12,720,116.87	\$508,804.67	
1.1.0	MANAGEMENT FEE	1.00	LUMP SUM		\$890,408	
2.1.0	LABOR					FTEs
2.1.1	PROGRAM MANAGER	12	MAN-MONTHS	\$16,207	\$194,481	1
2.1.2	ACCOUNTING MANAGER	12	MAN-MONTHS	\$14,510	\$174,122	1
2.1.3	TOLL OPERATIONS MANAGER	12	MAN-MONTHS	\$8,895	\$106,745	1
2.1.4	AUDIT MANAGER	12	MAN-MONTHS	\$7,338	\$88,052	1
2.1.5	SUPPORT STAFF - PROGRAM MGT	12	MAN-MONTHS	\$4,752	\$513,170	9
2.1.6	STAFF SUPPORT - CONSTRUCTION LIAISON	12	MAN-MONTHS	\$0	\$0	0
2.1.7	STAFF SUPPORT - AUDIT	12	MAN-MONTHS	\$3,746	\$179,820	4
2.1.8	STAFF SUPPORT - QC MANAGER	12	MAN-MONTHS	\$14,596	\$175,156	1
2.1.9	STAFF SUPPORT- CLERICAL / COURIER	12	MAN-MONTHS	\$3,263	\$195,800	5
2.1.10	INCENTIVE PLAN	1	LUMP SUM	\$26,606	\$26,606	
SUBTOTAL - LABOR				\$99,913	\$1,653,952	23
2.2.0	DIRECT EXPENSE					
2.2.1	OFFICE BUILDING EXPENSE	12	MONTH	\$0	\$0	
2.2.2	TELEPHONE	12	MONTH	\$2,357	\$28,279	
2.2.3	SUPPLIES	12	MONTH	\$916	\$10,988	
2.2.4	FURNISHING & EQUIPMENT	12	MONTH	\$673	\$8,073	
2.2.5	VEHICLES	12	MONTH	\$10,770	\$129,236	
2.2.6	TOLLS	12	MONTH	\$639	\$7,668	
2.2.7	MISCELLANEOUS EXPENSE	12	MONTH	\$8,791	\$105,491	
SUBTOTAL - DIRECT EXPENSES				\$24,145	\$289,734	
2.3.0	INSURANCE					
2.3.4	BONDS	1	LUMP SUM	\$10,000	\$10,000	
2.3.5	INSURANCE	1	LUMP SUM	\$35,840	\$35,840	
SUBTOTAL - INSURANCE				\$45,840	\$45,840	
TOLL OPERATIONS OFFICE & MANAGEMENT FEE					\$2,879,935	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2016 TO DECEMBER 25, 2017						
OFFICE OPERATIONS						
ITEM NO.	PRICE FORM - Year 2- 2017 FIRM:	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	
OFFICE OPERATIONS						
1.0.0	Management Fee					
1.0.1	G & A	4.00%		\$12,825,450.60	\$513,018.02	
1.0.2	Management Fee	3.00%		\$12,825,450.60	\$384,763.52	
1.1.0	MANAGEMENT FEE	1.00	LUMP SUM		\$897,781.54	
2.1.0	LABOR					FTEs
2.1.1	PROGRAM MANAGER	12	MAN-MONTHS	\$16,207	\$194,481	1
2.1.2	ACCOUNTING MANAGER	12	MAN-MONTHS	\$14,510	\$174,122	1
2.1.3	TOLL OPERATIONS MANAGER	12	MAN-MONTHS	\$8,895	\$106,745	1
2.1.4	AUDIT MANAGER	12	MAN-MONTHS	\$7,338	\$88,052	1
2.1.5	SUPPORT STAFF - PROGRAM Mgt	12	MAN-MONTHS	\$4,752	\$513,170	9
2.1.6	STAFF SUPPORT - CONSTRUCTION LIAISON	12	MAN-MONTHS	\$0	\$0	0
2.1.7	STAFF SUPPORT - AUDIT	12	MAN-MONTHS	\$3,746	\$179,820	4
2.1.8	STAFF SUPPORT - QC MANAGER	12	MAN-MONTHS	\$14,596	\$175,156	1
2.1.9	STAFF SUPPORT- CLERICAL / COURIER	12	MAN-MONTHS	\$3,263	\$195,800	5
2.1.10	INCENTIVE PLAN	1	LUMP SUM	\$26,606	\$26,606	
SUBTOTAL - LABOR				\$99,913	\$1,653,952	23
2.2.0	DIRECT EXPENSE					
2.2.1	OFFICE BUILDING EXPENSE	12	MONTH	\$0	\$0	
2.2.2	TELEPHONE	12	MONTH	\$2,404	\$28,845	
2.2.3	SUPPLIES	12	MONTH	\$934	\$11,208	
2.2.4	FURNISHING & EQUIPMENT	12	MONTH	\$686	\$8,234	
2.2.5	VEHICLES	12	MONTH	\$10,985	\$131,821	
2.2.6	TOLLS	12	MONTH	\$652	\$7,821	
2.2.7	MISCELLANEOUS EXPENSE	12	MONTH	\$8,967	\$107,600	
SUBTOTAL - DIRECT EXPENSES				\$24,627	\$295,529	
2.3.0	INSURANCE					
2.3.4	BONDS	1	LUMP SUM	\$10,200	\$10,200	
2.3.5	INSURANCE	1	LUMP SUM	\$36,557	\$36,557	
SUBTOTAL - INSURANCE				\$46,757	\$46,757	
TOLL OPERATIONS OFFICE & MANAGEMENT FEE					\$2,894,020	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2017 TO DECEMBER 25, 2018

OFFICE OPERATIONS

ITEM NO.	PRICE FORM - YEAR 3 - 2018 FIRM:	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	
OFFICE OPERATIONS						
1.0.0	Management Fee					
1.0.1	G & A	4.00%		\$12,144,425.10	\$485,777.00	
1.0.2	Management Fee	3.00%		\$12,144,425.10	\$364,332.75	
1.1.0	MANAGEMENT FEE	1.00	LUMP SUM		\$850,110	
2.1.0	LABOR					FTEs
2.1.1	PROGRAM MANAGER	12	MAN-MONTHS	\$16,612	\$199,343	1
2.1.2	ACCOUNTING MANAGER	12	MAN-MONTHS	\$14,873	\$178,475	1
2.1.3	TOLL OPERATIONS MANAGER	12	MAN-MONTHS	\$9,118	\$109,413	1
2.1.4	AUDIT MANAGER	12	MAN-MONTHS	\$7,521	\$90,254	1
2.1.5	SUPPORT STAFF - PROGRAM Mgt	12	MAN-MONTHS	\$4,870	\$525,999	9
2.1.6	STAFF SUPPORT - CONSTRUCTION LIASON	12	MAN-MONTHS	\$0	\$0	0
2.1.7	STAFF SUPPORT - AUDIT	12	MAN-MONTHS	\$3,840	\$184,316	4
2.1.8	STAFF SUPPORT - QC MANAGER	12	MAN-MONTHS	\$14,961	\$179,535	1
2.1.9	STAFF SUPPORT - CLERICAL / COURIER	12	MAN-MONTHS	\$3,345	\$200,695	5
2.1.10	INCENTIVE PLAN	1	LUMP SUM	\$11,044	\$11,044	
SUBTOTAL - LABOR				\$86,184	\$1,679,074	23
2.2.0	DIRECT EXPENSE					
2.2.1	OFFICE BUILDING EXPENSE	12	MONTH	\$0	\$0	
2.2.2	TELEPHONE	12	MONTH	\$2,452	\$29,421	
2.2.3	SUPPLIES	12	MONTH	\$953	\$11,432	
2.2.4	FURNISHING & EQUIPMENT	12	MONTH	\$700	\$8,399	
2.2.5	VEHICLES	12	MONTH	\$11,205	\$134,457	
2.2.6	TOLLS	12	MONTH	\$665	\$7,978	
2.2.7	MISCELLANEOUS EXPENSE	12	MONTH	\$9,146	\$109,752	
SUBTOTAL - DIRECT EXPENSES				\$25,120	\$301,440	
2.3.0	INSURANCE					
2.3.4	BONDS	1	LUMP SUM	\$10,404	\$10,404	
2.3.5	INSURANCE	1	LUMP SUM	\$37,288	\$37,288	
SUBTOTAL - INSURANCE				\$47,692	\$47,692	
TOLL OPERATIONS OFFICE & MANAGEMENT FEE					\$2,878,315	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2018 TO DECEMBER 25, 2019

OFFICE OPERATIONS

ITEM NO.	PRICE FORM - YEAR 4 - 2019 FIRM:	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE		
OFFICE OPERATIONS							
1.0.0	<u>Management Fee</u>						
1.0.1	G & A	4.00%		\$12,440,066.98	\$497,602.68		
1.0.2	Management Fee	3.00%		\$12,440,066.98	\$373,202.01		
1.1.0	MANAGEMENT FEE	1	LUMP SUM		\$870,804.69		
2.1.0	LABOR					FTEs	
2.1.1	PROGRAM MANAGER	12	MAN-MONTHS	\$17,027	\$204,327	1	
2.1.2	ACCOUNTING MANAGER	12	MAN-MONTHS	\$15,245	\$182,937	1	
2.1.3	TOLL OPERATIONS MANAGER	12	MAN-MONTHS	\$9,346	\$112,149	1	
2.1.4	AUDIT MANAGER	12	MAN-MONTHS	\$7,709	\$92,510	1	
2.1.5	SUPPORT STAFF - PROGRAM MANAGEMENT	12	MAN-MONTHS	\$4,992	\$539,149	9	
2.1.6	STAFF SUPPORT - CONSTRUCTION LIASON	12	MAN-MONTHS	\$0	\$0	0	
2.1.7	STAFF SUPPORT - AUDIT	12	MAN-MONTHS	\$3,936	\$188,924	4	
2.1.8	STAFF SUPPORT - QUALITY CONTROL MANAGER	12	MAN-MONTHS	\$15,335	\$184,024	1	
2.1.9	STAFF SUPPORT- CLERICAL / COURIER	12	MAN-MONTHS	\$3,429	\$205,713	5	
2.1.10	INCENTIVE PLAN	1	LUMP SUM	\$11,044	\$11,044		
SUBTOTAL - LABOR					\$88,063	\$1,720,776	23
2.2.0	DIRECT EXPENSE						
2.2.1	OFFICE BUILDING EXPENSE	12	MONTH	\$0	\$0		
2.2.2	TELEPHONE	12	MONTH	\$2,501	\$30,010		
2.2.3	SUPPLIES	12	MONTH	\$972	\$11,661		
2.2.4	FURNISHING & EQUIPMENT	12	MONTH	\$714	\$8,567		
2.2.5	VEHICLES	12	MONTH	\$11,429	\$137,146		
2.2.6	TOLLS	12	MONTH	\$678	\$8,137		
2.2.7	MISCELLANEOUS EXPENSE	12	MONTH	\$9,329	\$111,947		
SUBTOTAL - DIRECT EXPENSES					\$25,622	\$307,469	
2.3.0	INSURANCE						
2.3.4	BONDS	1	LUMP SUM	\$10,612	\$10,612		
2.3.5	INSURANCE	1	LUMP SUM	\$38,034	\$38,034		
SUBTOTAL - INSURANCE					\$48,646	\$48,646	
TOLL OPERATIONS OFFICE & MANAGEMENT FEE					\$2,947,694		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2019 TO DECEMBER 25, 2020						
OFFICE OPERATIONS						
ITEM NO.	PRICE FORM - YEAR 5 - 2020 FIRM:	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE	
OFFICE OPERATIONS						
1.0.0	Management Fee					
1.0.1	G & A	4.00%		\$12,742,992.62	\$509,719.70	
1.0.2	Management Fee	3.00%		\$12,742,992.62	\$382,289.78	
1.1.0	MANAGEMENT FEE	1	LUMP SUM		\$892,009	
2.1.0	LABOR					FTEs
2.1.1	PROGRAM MANAGER	12	MAN-MONTHS	\$17,453	\$209,435	1
2.1.2	ACCOUNTING MANAGER	12	MAN-MONTHS	\$15,626	\$187,510	1
2.1.3	TOLL OPERATIONS MANAGER	12	MAN-MONTHS	\$9,579	\$114,952	1
2.1.4	AUDIT MANAGER	12	MAN-MONTHS	\$7,902	\$94,823	1
2.1.5	SUPPORT STAFF - PROGRAM Mgt	12	MAN-MONTHS	\$5,117	\$552,628	9
2.1.6	STAFF SUPPORT - CONSTRUCTION LIASON	12	MAN-MONTHS	\$0	\$0	0
2.1.7	STAFF SUPPORT - AUDIT	12	MAN-MONTHS	\$4,034	\$193,647	4
2.1.8	STAFF SUPPORT - QC MANAGER	12	MAN-MONTHS	\$15,719	\$188,624	1
2.1.9	STAFF SUPPORT- CLERICAL / COURIER	12	MAN-MONTHS	\$3,514	\$210,856	5
2.1.10	INCENTIVE PLAN	1	LUMP SUM	\$11,044	\$11,044	
SUBTOTAL - LABOR				\$89,988	\$1,763,518	23
2.2.0	DIRECT EXPENSE					
2.2.1	OFFICE BUILDING EXPENSE	12	MONTH	\$0	\$0	
2.2.2	TELEPHONE	12	MONTH	\$2,551	\$30,610	
2.2.3	SUPPLIES	12	MONTH	\$991	\$11,894	
2.2.4	FURNISHING & EQUIPMENT	12	MONTH	\$728	\$8,738	
2.2.5	VEHICLES	12	MONTH	\$11,657	\$139,889	
2.2.6	TOLLS	12	MONTH	\$692	\$8,300	
2.2.7	MISCELLANEOUS EXPENSE	12	MONTH	\$9,516	\$114,186	
SUBTOTAL - DIRECT EXPENSES				\$26,135	\$313,618	
2.3.0	INSURANCE					
2.3.4	BONDS	1	LUMP SUM	\$10,824	\$10,824	
2.3.5	INSURANCE	1	LUMP SUM	\$38,795	\$38,795	
SUBTOTAL - MOBILIZATION				\$49,619	\$49,619	
TOLL OPERATIONS OFFICE & MANAGEMENT FEE					\$3,018,764	

Price Form
Price Summary by Cost Item
5 Year Summary for
TOLL PLAZA OPERATIONS

Contract Year		Year-1	Year-2	Year-3	Year-4	Year-5	
Item	Description	2016	2017	2018	2019	2020	Totals
3.1.0	TOLL OPERATIONS LABOR						
3.1.1	Plaza Manager	\$724,121.38	\$724,121.38	\$702,481.56	\$720,043.60	\$738,044.69	\$3,608,812.60
3.1.2	Supervisor	\$3,095,035.14	\$3,095,035.14	\$3,142,903.13	\$3,221,475.71	\$3,302,012.61	\$15,856,461.74
3.1.3	Toll Collector (Full Time)	\$2,578,322.49	\$2,578,322.49	\$2,453,340.68	\$2,514,674.20	\$2,577,541.06	\$12,702,200.92
3.1.4	Toll Collector (Part Time)	\$3,230,181.90	\$3,310,936.45	\$2,869,309.41	\$2,941,042.14	\$3,014,568.19	\$15,366,038.09
3.1.5	Training	\$115,397.70	\$118,282.64	\$131,320.25	\$134,603.25	\$137,968.33	\$637,572.17
3.1.6	Incentive Plan	\$238,394.36	\$238,394.36	\$93,133.54	\$93,133.54	\$93,133.54	\$756,189.33
Subtotals Labor		\$9,981,452.97	\$10,065,092.46	\$9,392,488.57	\$9,624,972.44	\$9,863,268.41	\$48,927,274.85
3.1.10	TOLL OPERATIONS DIRECT EXPENSES						
3.1.11	Telephone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.1.12	Supplies	\$160,848.30	\$164,065.27	\$155,393.24	\$158,501.11	\$161,671.13	\$800,479.05
3.1.13	Uniforms	\$51,550.00	\$52,581.00	\$49,801.72	\$50,797.75	\$51,813.71	\$256,544.18
3.1.14	Copy Machine	\$1,535.00	\$1,565.70	\$1,482.94	\$1,512.60	\$1,542.85	\$7,639.09
3.1.15	Vehicle	\$21,876.54	\$22,314.07	\$21,134.62	\$21,557.31	\$21,988.46	\$108,871.00
3.1.16	Milage, Tolls	\$181,832.10	\$185,468.74	\$175,665.39	\$179,178.70	\$182,762.28	\$904,907.21
3.1.17	Other Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3.1.18	Janitorial Expense	\$331,495.36	\$338,125.27	\$320,252.93	\$326,657.99	\$333,191.15	\$1,649,722.71
Subtotals Direct Expenses		\$749,137.31	\$764,120.05	\$723,730.85	\$738,205.47	\$752,969.58	\$3,728,163.25
TOTAL TOC TOLL PLAZAS		\$10,730,590.28	\$10,829,212.51	\$10,116,219.41	\$10,363,177.91	\$10,616,237.99	\$52,655,438.10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2015 TO DECEMBER 25, 2016

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 2016 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	ALL PLAZAS				
3.1.1	PLAZA MANAGER - ALL PLAZAS	24,198	MAN - HOURS	\$29.92	\$724,121
3.1.2	SUPERVISOR - ALL PLAZAS	146,967	MAN - HOURS	\$21.06	\$3,095,035
3.1.3	TOLL COLLECTOR (F T) - ALL PLAZAS	163,737	MAN - HOURS	\$15.75	\$2,578,322
3.1.4	TOLL COLLECTOR (P T) - ALL PLAZAS	223,542	MAN - HOURS	\$14.45	\$3,230,182
3.1.5	TRAINING	7,986	MAN - HOURS	\$14.45	\$115,398
3.1.6	INCENTIVE PLAN				\$238,394
	SUBTOTAL-LABOR ALL PLAZAS	566,430			\$9,981,453
3.1.11	TEL. EQ. LINE CHARGES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - ALL PLAZAS	12	MONTH	\$13,404	\$160,848
3.1.13	UNIFORMS - ALL PLAZAS	12	MONTH	\$4,296	\$51,550
3.1.14	COPY MACHINE LEASE/MAINT-ALL PLAZAS	12	MONTH	\$128	\$1,535
3.1.15	LIC., PASS. VAN, FUEL/MAINT - ALL PLAZAS	12	MONTH	\$1,823	\$21,877
3.1.16	MILEAGE/TOLLS - ALL PLAZAS	12	MONTH	\$15,153	\$181,832
3.1.17	OTHER EXPENSES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$27,625	\$331,495
	SUBTOTAL - DIRECT EXPENSE - ALL PLAZAS			\$62,428	\$749,137
	TOTAL ALL PLAZAS				\$10,730,590

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2015 TO JUNE 30, 2016

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 Fiscal Year 16 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
UNIVERSITY PLAZA					
3.1.1	PLAZA MANAGER - UNIVERSITY	2,075	MAN - HOURS	\$27.61	\$57,280
3.1.2	SUPERVISOR - UNIVERSITY	9,760	MAN - HOURS	\$21.06	\$205,540
3.1.3	TOLL COLLECTOR (F T) - UNIVERSITY	9,905	MAN - HOURS	\$15.75	\$155,971
3.1.4	TOLL COLLECTOR (P T) - UNIVERSITY	12,583	MAN - HOURS	\$14.45	\$181,824
3.1.5	TRAINING	363	MAN - HOURS	\$14.45	\$5,245
3.1.6	INCENTIVE PLAN				\$18,673
	SUBTOTAL-LABOR UNIVERSITY	34,686			\$624,534
3.1.11	TEL. EQ. LINE CHARGES - UNIVERSITY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - UNIVERSITY	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - UNIVERSITY	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - UNIVERSITY	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - UNIVERSITY	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - UNIVERSITY	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - UNIVERSITY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
	SUBTOTAL - DIRECT EXPENSE - UNIVERSITY			\$4,459	\$53,510
	TOTAL UNIVERSITY PLAZA				\$678,044
CONWAY PLAZA					
3.1.1	PLAZA MANAGER - CONWAY	2,055	MAN - HOURS	\$34.06	\$70,003
3.1.2	SUPERVISOR - CONWAY	19,504	MAN - HOURS	\$21.06	\$410,742
3.1.3	TOLL COLLECTOR (F T) - CONWAY	16,238	MAN - HOURS	\$15.75	\$255,695
3.1.4	TOLL COLLECTOR (P T) - CONWAY	19,613	MAN - HOURS	\$14.45	\$283,408
3.1.5	TRAINING	796	MAN - HOURS	\$14.45	\$11,502
3.1.6	INCENTIVE PLAN				\$32,805
	SUBTOTAL - LABOR - CONWAY	58,206			\$1,064,166
3.1.11	TEL. EQ. LINE CHARGES - CONWAY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - CONWAY	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - CONWAY	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - CONWAY	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - CONWAY	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - CONWAY	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - CONWAY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
	SUBTOTAL - DIRECT EXPENSE - CONWAY			\$4,459	\$53,510
	TOTAL CONWAY PLAZA				\$1,117,666

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2015 TO JUNE 30, 2016

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 Fiscal Year 16 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
DEAN ROAD PLAZA					
3.1.1	PLAZA MANAGER - DEAN	2,309	MAN - HOURS	\$27.61	\$63,740
3.1.2	SUPERVISOR - DEAN	9,641	MAN - HOURS	\$21.06	\$203,034
3.1.3	TOLL COLLECTOR (F T) - DEAN	9,676	MAN - HOURS	\$15.75	\$152,365
3.1.4	TOLL COLLECTOR (P T) - DEAN	12,652	MAN - HOURS	\$14.45	\$182,821
3.1.5	TRAINING	420	MAN - HOURS	\$14.45	\$6,069
3.1.6	INCENTIVE PLAN				\$12,870
SUBTOTAL - LABOR - DEAN ROAD		34,698			\$620,899
3.1.11	TEL. EQ. LINE CHARGES - DEAN ROAD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - DEAN ROAD	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - DEAN ROAD	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - DEAN ROAD	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - DEAN ROAD	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - DEAN ROAD	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - DEAN ROAD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - HOLLAND EAST				\$4,459	\$53,510
TOTAL DEAN ROAD PLAZA					\$674,409
PINE HILLS PLAZA					
3.1.1	PLAZA MANAGER - PINE HILLS	2,190	MAN - HOURS	\$27.61	\$60,455
3.1.2	SUPERVISOR - PINE HILLS	9,631	MAN - HOURS	\$21.06	\$202,823
3.1.3	TOLL COLLECTOR (F T) - PINE HILLS	10,681	MAN - HOURS	\$15.75	\$168,191
3.1.4	TOLL COLLECTOR (P T) - PINE HILLS	14,764	MAN - HOURS	\$14.45	\$213,340
3.1.5	TRAINING	1,051	MAN - HOURS	\$14.45	\$15,187
3.1.6	INCENTIVE PLAN				\$15,165
SUBTOTAL - LABOR - PINE HILLS		38,317			\$675,160
3.1.11	TEL. EQ. LINE CHARGES - PINE HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - PINE HILLS	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - PINE HILLS	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - PINE HILLS	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - PINE HILLS	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - PINE HILLS	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - PINE HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - PINE HILLS				\$4,459	\$53,510
TOTAL PINE HILLS PLAZA					\$728,670

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2015 TO JUNE 30, 2016
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 Fiscal Year 16 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
HIWASSEE PLAZA					
3.1.1	PLAZA MANAGER - HIWASSEE	2,112	MAN - HOURS	\$27.61	\$58,302
3.1.2	SUPERVISOR - HIWASSEE	9,772	MAN - HOURS	\$21.06	\$205,792
3.1.3	TOLL COLLECTOR (F T) - HIWASSEE	11,159	MAN - HOURS	\$15.75	\$175,718
3.1.4	TOLL COLLECTOR (P T) - HIWASSEE	11,220	MAN - HOURS	\$14.45	\$162,129
3.1.5	TRAINING	287	MAN - HOURS	\$14.45	\$4,147
3.1.6	INCENTIVE PLAN				\$18,593
SUBTOTAL - LABOR - HIWASSEE		34,550			\$624,661
3.1.11	TEL. EQ. LINE CHARGES - HIWASSEE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - HIWASSEE	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - HIWASSEE	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - HIWASSEE	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - HIWASSEE	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - HIWASSEE	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - HIWASSEE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - HIWASSEE				\$4,459	\$53,510
TOTAL HIWASSEE PLAZA					\$678,191
CURRY FORD PLAZA					
3.1.1	PLAZA MANAGER - CURRY FORD	2,101	MAN - HOURS	\$27.61	\$57,998
3.1.2	SUPERVISOR - CURRY FORD	9,680	MAN - HOURS	\$21.06	\$203,855
3.1.3	TOLL COLLECTOR (F T) - CURRY FORD	9,734	MAN - HOURS	\$15.75	\$153,279
3.1.4	TOLL COLLECTOR (P T) - CURRY FORD	12,781	MAN - HOURS	\$14.45	\$184,685
3.1.5	TRAINING	399	MAN - HOURS	\$14.45	\$5,766
3.1.6	INCENTIVE PLAN				\$13,763
SUBTOTAL - LABOR - CURRY FORD PLAZA		34,695			\$619,346
3.1.11	TEL. EQ. LINE CHARGES - CURRY FORD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - CURRY FORD	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - CURRY FORD	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - CURRY FORD	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - CURRY FORD	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - CURRY FORD	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - CURRY FORD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - CURRY FORD PLAZA				\$4,459	\$53,510
TOTAL CURRY FORD PLAZA					\$672,856

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2015 TO JUNE 30, 2016

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 Fiscal Year 16 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
JOHN YOUNG PLAZA					
3.1.1	PLAZA MANAGER - JOHN YOUNG	890	MAN - HOURS	\$34.06	\$30,318
3.1.2	SUPERVISOR - JOHN YOUNG	9,813	MAN - HOURS	\$21.06	\$206,656
3.1.3	TOLL COLLECTOR (F T) - JOHN YOUNG	13,970	MAN - HOURS	\$15.75	\$219,982
3.1.4	TOLL COLLECTOR (P T) - JOHN YOUNG	17,279	MAN - HOURS	\$14.45	\$249,682
3.1.5	TRAINING	345	MAN - HOURS	\$14.45	\$4,985
3.1.6	INCENTIVE PLAN				\$16,410
SUBTOTAL - LABOR - JOHN YOUNG		42,297			\$728,032
3.1.11	TEL. EQ. LINE CHARGES - JOHN YOUNG	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - JOHN YOUNG	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - JOHN YOUNG	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - JOHN YOUNG	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - JOHN YOUNG	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - JOHN YOUNG	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - JOHN YOUNG	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - JOHN YOUNG				\$4,459	\$53,510
TOTAL JOHN YOUNG PLAZA					\$781,542
BOGGY CREEK PLAZA					
3.1.1	PLAZA MANAGER - BOGGY CREEK	1,319	MAN - HOURS	\$34.06	\$44,931
3.1.2	SUPERVISOR - BOGGY CREEK	9,941	MAN - HOURS	\$21.06	\$209,351
3.1.3	TOLL COLLECTOR (F T) - BOGGY CREEK	10,168	MAN - HOURS	\$15.75	\$160,113
3.1.4	TOLL COLLECTOR (P T) - BOGGY CREEK	18,335	MAN - HOURS	\$14.45	\$264,941
3.1.5	TRAINING	470	MAN - HOURS	\$14.45	\$6,792
3.1.6	INCENTIVE PLAN				\$17,406
SUBTOTAL - LABOR - BOGGY CREEK		40,233			\$703,534
3.1.11	TEL. EQ. LINE CHARGES - BOGGY CREEK	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - BOGGY CREEK	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - BOGGY CREEK	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - BOGGY CREEK	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - BOGGY CREEK	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - BOGGY CREEK	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - BOGGY CREEK	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - BOGGY CREEK				\$4,459	\$53,510
TOTAL BOGGY CREEK PLAZA					\$757,044

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2015 TO JUNE 30, 2016
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 Fiscal Year 16 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
BEACH LINE MAIN PLAZA					
3.1.1	PLAZA MANAGER - BEACH LINE MAIN	783	MAN - HOURS	\$34.06	\$26,673
3.1.2	SUPERVISOR - BEACH LINE MAIN	9,873	MAN - HOURS	\$21.06	\$207,919
3.1.3	TOLL COLLECTOR (F T) - BEACH LINE MAIN	9,809	MAN - HOURS	\$15.75	\$154,460
3.1.4	TOLL COLLECTOR (P T) - BEACH LINE MAIN	17,506	MAN - HOURS	\$14.45	\$252,962
3.1.5	TRAINING	326	MAN - HOURS	\$14.45	\$4,711
3.1.6	INCENTIVE PLAN				\$15,882
SUBTOTAL - LABOR - BEACH LINE MAIN		38,297			\$662,606
3.1.11	TEL. EQ. LINE CHARGES - BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - BEACH LINE MAIN	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - BEACH LINE MAIN	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - BEACH LINE MAIN	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - BEACH LINE MAIN	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - BEACH LINE MAIN	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - BEACH LINE MAIN				\$4,459	\$53,510
TOTAL BEACH LINE MAIN PLAZA					\$716,116
BEACH LINE AIRPORT PLAZA					
3.1.1	PLAZA MANAGER - BEACH LINE AIRPORT	1,580	MAN - HOURS	\$34.06	\$53,822
3.1.2	SUPERVISOR - BEACH LINE AIRPORT	9,654	MAN - HOURS	\$21.06	\$203,307
3.1.3	TOLL COLLECTOR (F T) - BEACH LINE AIRPORT	19,441	MAN - HOURS	\$15.75	\$306,132
3.1.4	TOLL COLLECTOR (P T) - BEACH LINE AIRPORT	35,790	MAN - HOURS	\$14.45	\$517,166
3.1.5	TRAINING	950	MAN - HOURS	\$14.45	\$13,728
3.1.6	INCENTIVE PLAN				\$14,027
SUBTOTAL - LABOR - BEACH LINE AIRPORT		67,415			\$1,108,182
3.1.11	TEL. EQ. LINE CHARGES - BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - BEACH LINE AIRPORT	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - BEACH LINE AIRPORT	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - BEACH LINE AIRPORT	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - BEACH LINE AIRPORT	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - BEACH LINE AIRPORT	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - BEACH LINE AIRPORT				\$4,459	\$53,510
TOTAL BEACH LINE AIRPORT PLAZA					\$1,161,692

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2015 TO JUNE 30, 2016

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 Fiscal Year 16 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
FOREST LAKE PLAZA					
3.1.1	PLAZA MANAGER - FOREST LAKE	1,158	MAN - HOURS	\$34.06	\$39,447
3.1.2	SUPERVISOR - FOREST LAKE	10,217	MAN - HOURS	\$21.06	\$215,164
3.1.3	TOLL COLLECTOR (F T) - FOREST LAKE	11,933	MAN - HOURS	\$15.75	\$187,906
3.1.4	TOLL COLLECTOR (P T) - FOREST LAKE	10,487	MAN - HOURS	\$14.45	\$151,537
3.1.5	TRAINING	516	MAN - HOURS	\$14.45	\$7,456
3.1.6	INCENTIVE PLAN				\$16,478
SUBTOTAL - LABOR - FOREST LAKE		34,311			\$617,988
3.1.11	TEL. EQ. LINE CHARGES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - FOREST LAKE	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - FOREST LAKE	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - FOREST LAKE	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - FOREST LAKE	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - FOREST LAKE	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - FOREST LAKE				\$4,459	\$53,510
TOTAL FOREST LAKE PLAZA					\$671,498
INDEPENDENCE PLAZA					
3.1.1	PLAZA MANAGER - INDEPENDENCE	905	MAN - HOURS	\$34.06	\$30,829
3.1.2	SUPERVISOR - INDEPENDENCE	9,700	MAN - HOURS	\$21.06	\$204,276
3.1.3	TOLL COLLECTOR (F T) - INDEPENDENCE	11,151	MAN - HOURS	\$15.75	\$175,592
3.1.4	TOLL COLLECTOR (P T) - INDEPENDENCE	11,159	MAN - HOURS	\$14.45	\$161,248
3.1.5	TRAINING	392	MAN - HOURS	\$14.45	\$5,664
3.1.6	INCENTIVE PLAN				\$16,822
SUBTOTAL - LABOR - INDEPENDENCE		33,307			\$594,431
3.1.11	TEL. EQ. LINE CHARGES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - INDEPENDENCE	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - INDEPENDENCE	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT - INDEPENDENCE	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - INDEPENDENCE	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - INDEPENDENCE	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - INDEPENDENCE				\$4,459	\$53,510
TOTAL INDEPENDENCE PLAZA					\$647,941

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2015 TO JUNE 30, 2016

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 1 Fiscal Year 16 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
GOLDENROD PLAZA					
3.1.1	PLAZA MANAGER - GOLDENROD	0	MAN - HOURS	\$27.61	\$0
3.1.2	SUPERVISOR - GOLDENROD	0	MAN - HOURS	\$21.06	\$0
3.1.3	TOLL COLLECTOR (F T) - GOLDENROD	0	MAN - HOURS	\$15.75	\$0
3.1.4	TOLL COLLECTOR (P T) - GOLDENROD	0	MAN - HOURS	\$14.45	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$14.45	\$0
3.1.6	INCENTIVE PLAN				\$0
SUBTOTAL - LABOR - GOLDENROD		0			\$0
3.1.11	TEL. EQ. LINE CHARGES - GOLDENROD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - GOLDENROD	12	MONTH	\$0	\$0
3.1.13	UNIFORMS - GOLDENROD	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS - GOLDENROD	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES - GOLDENROD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
SUBTOTAL - DIRECT EXPENSE - GOLDENROD				\$0	\$0
TOTAL GOLDENROD PLAZA					\$0
CORAL HILLS PLAZA					
3.1.1	PLAZA MANAGER - CORAL HILLS	1,959	MAN - HOURS	\$27.61	\$54,078
3.1.2	SUPERVISOR - CORAL HILLS	9,762	MAN - HOURS	\$21.06	\$205,582
3.1.3	TOLL COLLECTOR (F T) - CORAL HILLS	12,034	MAN - HOURS	\$15.75	\$189,496
3.1.4	TOLL COLLECTOR (P T) - CORAL HILLS	10,138	MAN - HOURS	\$14.45	\$146,494
3.1.5	TRAINING	270	MAN - HOURS	\$14.45	\$3,902
3.1.6	INCENTIVE PLAN				\$17,049
SUBTOTAL - LABOR - CORAL HILLS		34,163			\$616,601
3.1.11	TEL. EQ. LINE CHARGES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - CORAL HILLS	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - CORAL HILLS	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - CORAL HILLS	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - CORAL HILLS	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - CORAL HILLS	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - CORAL HILLS				\$4,459	\$53,510
TOTAL CORAL HILLS PLAZA					\$670,111
DALLAS PLAZA					
3.1.1	PLAZA MANAGER - DALLAS	2,762	MAN - HOURS	\$27.61	\$76,245
3.1.2	SUPERVISOR - DALLAS	10,019	MAN - HOURS	\$21.06	\$210,994
3.1.3	TOLL COLLECTOR (F T) - DALLAS	7,838	MAN - HOURS	\$15.75	\$123,423
3.1.4	TOLL COLLECTOR (P T) - DALLAS	19,235	MAN - HOURS	\$14.45	\$277,946
3.1.5	TRAINING	1,401	MAN - HOURS	\$14.45	\$20,244
3.1.6	INCENTIVE PLAN				\$12,451
SUBTOTAL - LABOR - DALLAS		41,255			\$721,303
3.1.11	TEL. EQ. LINE CHARGES - DALLAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - DALLAS	12	MONTH	\$957	\$11,489
3.1.13	UNIFORMS - DALLAS	12	MONTH	\$307	\$3,682
3.1.14	COPY MACHINE LEASE/MAINT. - DALLAS	12	MONTH	\$9	\$110
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - DALLAS	12	MONTH	\$130	\$1,563
3.1.16	MILEAGE/TOLLS - DALLAS	12	MONTH	\$1,082	\$12,988
3.1.17	OTHER EXPENSES - DALLAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$1,973	\$23,678
SUBTOTAL - DIRECT EXPENSE - DALLAS				\$4,459	\$53,510
TOTAL DALLAS PLAZA					\$774,813
TOTAL PLAZA LABOR					\$9,981,453
TOTAL PLAZA DIRECT COSTS					\$749,137
TOTAL TOLL OPERATIONS - PLAZAS					\$10,730,590

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2016 TO DECEMBER 25, 2017
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 2017 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	ALL PLAZAS				
3.1.1	PLAZA MANAGER - ALL PLAZAS	24,198	MAN - HOURS	\$29.92	\$724,121
3.1.2	SUPERVISOR - ALL PLAZAS	146,967	MAN - HOURS	\$21.06	\$3,095,035
3.1.3	TOLL COLLECTOR (F T) - ALL PLAZAS	163,737	MAN - HOURS	\$15.75	\$2,578,322
3.1.4	TOLL COLLECTOR (P T) - ALL PLAZAS	223,542	MAN - HOURS	\$14.81	\$3,310,936
3.1.5	TRAINING	7,986	MAN - HOURS	\$14.81	\$118,283
3.1.6	INCENTIVE PLAN				\$238,394
	SUBTOTAL-LABOR ALL PLAZAS	566,430			\$10,065,092
3.1.11	TEL. EQ. LINE CHARGES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - ALL PLAZAS	12	MONTH	\$13,672	\$164,065
3.1.13	UNIFORMS - ALL PLAZAS	12	MONTH	\$4,382	\$52,581
3.1.14	COPY MACHINE LEASE/MAINT-ALL PLAZAS	12	MONTH	\$130	\$1,566
3.1.15	LIC., PASS. VAN, FUEL/MAINT - ALL PLAZAS	12	MONTH	\$1,860	\$22,314
3.1.16	MILEAGE/TOLLS - ALL PLAZAS	12	MONTH	\$15,456	\$185,469
3.1.17	OTHER EXPENSES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$28,177	\$338,125
	SUBTOTAL - DIRECT EXPENSE - ALL PLAZAS			\$63,877	\$764,120
	TOTAL ALL PLAZAS				\$10,829,213

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2016 TO JUNE 30, 2017

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 Fiscal Year 17 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
UNIVERSITY PLAZA					
3.1.1	PLAZA MANAGER-UNIVERSITY	2,075	MAN - HOURS	\$27.61	\$57,280
3.1.2	SUPERVISOR-UNIVERSITY	9,760	MAN - HOURS	\$21.06	\$205,540
3.1.3	TOLL COLLECTOR (F T) -UNIVERSITY	9,905	MAN - HOURS	\$15.75	\$155,971
3.1.4	TOLL COLLECTOR (P T) -UNIVERSITY	12,583	MAN - HOURS	\$14.81	\$186,370
3.1.5	TRAINING	363	MAN - HOURS	\$14.81	\$5,376
3.1.6	INCENTIVE PLAN				\$18,673
SUBTOTAL-LABOR UNIVERSITY		34,686			\$629,211
3.1.11	TEL. EQ. LINE CHARGES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-UNIVERSITY	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-UNIVERSITY	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-UNIVERSITY	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-UNIVERSITY	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-UNIVERSITY	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - UNIVERSITY				\$4,548	\$54,580
TOTAL UNIVERSITY PLAZA					\$683,791
CONWAY PLAZA					
3.1.1	PLAZA MANAGER-CONWAY	2,055	MAN - HOURS	\$34.06	\$70,003
3.1.2	SUPERVISOR-CONWAY	19,504	MAN - HOURS	\$21.06	\$410,742
3.1.3	TOLL COLLECTOR (F T) -CONWAY	16,238	MAN - HOURS	\$15.75	\$255,695
3.1.4	TOLL COLLECTOR (P T) -CONWAY	19,613	MAN - HOURS	\$14.81	\$290,493
3.1.5	TRAINING	796	MAN - HOURS	\$14.81	\$11,790
3.1.6	INCENTIVE PLAN				\$32,805
SUBTOTAL - LABOR - CONWAY		58,206			\$1,071,529
3.1.11	TEL. EQ. LINE CHARGES-CONWAY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CONWAY	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-CONWAY	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-CONWAY	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CONWAY	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-CONWAY	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-CONWAY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - CONWAY				\$4,548	\$54,580
TOTAL CONWAY PLAZA					\$1,126,109

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2016 TO JUNE 30, 2017

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 Fiscal Year 17 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
DEAN ROAD PLAZA					
3.1.1	PLAZA MANAGER-DEAN	2,309	MAN - HOURS	\$27.61	\$63,740
3.1.2	SUPERVISOR-DEAN	9,641	MAN - HOURS	\$21.06	\$203,034
3.1.3	TOLL COLLECTOR (F T) -DEAN	9,676	MAN - HOURS	\$15.75	\$152,365
3.1.4	TOLL COLLECTOR (P T) -DEAN	12,652	MAN - HOURS	\$14.81	\$187,392
3.1.5	TRAINING	420	MAN - HOURS	\$14.81	\$6,221
3.1.6	INCENTIVE PLAN				\$12,870
SUBTOTAL - LABOR - DEAN ROAD		34,698			\$625,622
3.1.11	TEL. EQ. LINE CHARGES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-DEAN ROAD	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-DEAN ROAD	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-DEAN ROAD	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-DEAN ROAD	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-DEAN ROAD	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - DEAN ROAD				\$4,548	\$54,580
TOTAL DEAN ROAD PLAZA					\$680,202
PINE HILLS PLAZA					
3.1.1	PLAZA MANAGER-PINE HILLS	2,190	MAN - HOURS	\$27.61	\$60,455
3.1.2	SUPERVISOR-PINE HILLS	9,631	MAN - HOURS	\$21.06	\$202,823
3.1.3	TOLL COLLECTOR (F T) -PINE HILLS	10,681	MAN - HOURS	\$15.75	\$168,191
3.1.4	TOLL COLLECTOR (P T) -PINE HILLS	14,764	MAN - HOURS	\$14.81	\$218,673
3.1.5	TRAINING	1,051	MAN - HOURS	\$14.81	\$15,567
3.1.6	INCENTIVE PLAN				\$15,165
SUBTOTAL - LABOR - PINE HILLS		38,317			\$680,874
3.1.11	TEL. EQ. LINE CHARGES-PINE HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-PINE HILLS	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-PINE HILLS	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-PINE HILLS	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-PINE HILLS	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-PINE HILLS	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-PINE HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - PINE HILLS				\$4,548	\$54,580
TOTAL PINE HILLS PLAZA					\$735,454

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2016 TO JUNE 30, 2017

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 Fiscal Year 17 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
HIAWASSEE PLAZA					
3.1.1	PLAZA MANAGER-HIAWASSEE	2,112	MAN - HOURS	\$27.61	\$58,302
3.1.2	SUPERVISOR-HIAWASSEE	9,772	MAN - HOURS	\$21.06	\$205,792
3.1.3	TOLL COLLECTOR (F T) -HIAWASSEE	11,159	MAN - HOURS	\$15.75	\$175,718
3.1.4	TOLL COLLECTOR (P T) -HIAWASSEE	11,220	MAN - HOURS	\$14.81	\$166,182
3.1.5	TRAINING	287	MAN - HOURS	\$14.81	\$4,251
3.1.6	INCENTIVE PLAN				\$18,593
SUBTOTAL - LABOR - HIAWASSEE		34,550			\$628,838
3.1.11	TEL. EQ. LINE CHARGES-HIAWASSEE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-HIAWASSEE	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-HIAWASSEE	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-HIAWASSEE	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-HIAWASSEE	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-HIAWASSEE	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-HIAWASSEE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - HIAWASSEE				\$4,548	\$54,580
TOTAL HIAWASSEE PLAZA					\$683,418
CURRY FORD PLAZA					
3.1.1	PLAZA MANAGER-CURRY FORD	2,101	MAN - HOURS	\$27.61	\$57,998
3.1.2	SUPERVISOR-CURRY FORD	9,680	MAN - HOURS	\$21.06	\$203,855
3.1.3	TOLL COLLECTOR (F T) -CURRY FORD	9,734	MAN - HOURS	\$15.75	\$153,279
3.1.4	TOLL COLLECTOR (P T) -CURRY FORD	12,781	MAN - HOURS	\$14.81	\$189,303
3.1.5	TRAINING	399	MAN - HOURS	\$14.81	\$5,910
3.1.6	INCENTIVE PLAN				\$13,763
SUBTOTAL - LABOR - CURRY FORD		34,695			\$624,107
3.1.11	TEL. EQ. LINE CHARGES-CURRY FORD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CURRY FORD	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-CURRY FORD	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-CURRY FORD	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CURRY FORD	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-CURRY FORD	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-CURRY FORD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - CURRY FORD				\$4,548	\$54,580
TOTAL CURRY FORD PLAZA					\$678,687

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2016 TO JUNE 30, 2017

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 Fiscal Year 17 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
JOHN YOUNG PLAZA					
3.1.1	PLAZA MANAGER-JOHN YOUNG	890	MAN - HOURS	\$34.06	\$30,318
3.1.2	SUPERVISOR-JOHN YOUNG	9,813	MAN - HOURS	\$21.06	\$206,656
3.1.3	TOLL COLLECTOR (F T)-JOHN YOUNG	13,970	MAN - HOURS	\$15.75	\$219,982
3.1.4	TOLL COLLECTOR (P T)-JOHN YOUNG	17,279	MAN - HOURS	\$14.81	\$255,924
3.1.5	TRAINING	345	MAN - HOURS	\$14.81	\$5,110
3.1.6	INCENTIVE PLAN				\$16,410
SUBTOTAL - LABOR - JOHN YOUNG		42,297			\$734,399
3.1.11	TEL. EQ. LINE CHARGES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-JOHN YOUNG	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-JOHN YOUNG	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-JOHN YOUNG	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-JOHN YOUNG	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-JOHN YOUNG	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - JOHN YOUNG				\$4,548	\$54,580
TOTAL JOHN YOUNG PLAZA					\$788,979
BOGGY CREEK PLAZA					
3.1.1	PLAZA MANAGER-BOGGY CREEK	1,319	MAN - HOURS	\$34.06	\$44,931
3.1.2	SUPERVISOR-BOGGY CREEK	9,941	MAN - HOURS	\$21.06	\$209,351
3.1.3	TOLL COLLECTOR (F T)-BOGGY CREEK	10,168	MAN - HOURS	\$15.75	\$160,113
3.1.4	TOLL COLLECTOR (P T)-BOGGY CREEK	18,335	MAN - HOURS	\$14.81	\$271,564
3.1.5	TRAINING	470	MAN - HOURS	\$14.81	\$6,961
3.1.6	INCENTIVE PLAN				\$17,406
SUBTOTAL - LABOR - BOGGY CREEK		40,233			\$710,328
3.1.11	TEL. EQ. LINE CHARGES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BOGGY CREEK	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-BOGGY CREEK	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-BOGGY CREEK	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BOGGY CREEK	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-BOGGY CREEK	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - BOGGY CREEK				\$4,548	\$54,580
TOTAL BOGGY CREEK PLAZA					\$764,908

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2016 TO JUNE 30, 2017

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 Fiscal Year 17 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
BEACH LINE MAIN PLAZA					
3.1.1	PLAZA MANAGER-BEACH LINE MAIN	783	MAN - HOURS	\$34.06	\$26,673
3.1.2	SUPERVISOR-BEACH LINE MAIN	9,873	MAN - HOURS	\$21.06	\$207,919
3.1.3	TOLL COLLECTOR (F T) -BEACH LINE MAIN	9,809	MAN - HOURS	\$15.75	\$154,460
3.1.4	TOLL COLLECTOR (P T) -BEACH LINE MAIN	17,506	MAN - HOURS	\$14.81	\$259,286
3.1.5	TRAINING	326	MAN - HOURS	\$14.81	\$4,828
3.1.6	INCENTIVE PLAN				\$15,882
SUBTOTAL - LABOR - BEACH LINE MAIN		38,297			\$669,048
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE MAIN	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-BEACH LINE MAIN	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE MAIN	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE MAIN	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-BEACH LINE MAIN	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - BEACH LINE MAIN				\$4,548	\$54,580
TOTAL BEACH LINE MAIN PLAZA					\$723,628
BEACH LINE AIRPORT PLAZA					
3.1.1	PLAZA MANAGER-BEACH LINE AIRPORT	1,580	MAN - HOURS	\$34.06	\$53,822
3.1.2	SUPERVISOR-BEACH LINE AIRPORT	9,654	MAN - HOURS	\$21.06	\$203,307
3.1.3	TOLL COLLECTOR (F T) -BEACH LINE AIRPORT	19,441	MAN - HOURS	\$15.75	\$306,132
3.1.4	TOLL COLLECTOR (P T) -BEACH LINE AIRPORT	35,790	MAN - HOURS	\$14.81	\$530,095
3.1.5	TRAINING	950	MAN - HOURS	\$14.81	\$14,071
3.1.6	INCENTIVE PLAN				\$14,027
SUBTOTAL - LABOR - BEACH LINE AIRPORT		67,415			\$1,121,454
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE AIRPORT	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS-BEACH LINE AIRPORT	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS-BEACH LINE AIRPORT	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - BEACH LINE AIRPORT				\$4,548	\$54,580
TOTAL BEACH LINE AIRPORT PLAZA					\$1,176,034

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2016 TO JUNE 30, 2017

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 Fiscal Year 17 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FOREST LAKE PLAZA					
3.1.1	PLAZA MANAGER - FOREST LAKE	1,158	MAN - HOURS	\$34.06	\$39,447
3.1.2	SUPERVISOR - FOREST LAKE	10,217	MAN - HOURS	\$21.06	\$215,164
3.1.3	TOLL COLLECTOR (F T) - FOREST LAKE	11,933	MAN - HOURS	\$15.75	\$187,906
3.1.4	TOLL COLLECTOR (P T) - FOREST LAKE	10,487	MAN - HOURS	\$14.81	\$155,326
3.1.5	TRAINING	516	MAN - HOURS	\$14.81	\$7,643
3.1.6	INCENTIVE PLAN				\$16,478
SUBTOTAL - LABOR - FOREST LAKE		34,311			\$621,963
3.1.11	TEL. EQ. LINE CHARGES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - FOREST LAKE	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS - FOREST LAKE	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT. - FOREST LAKE	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - FOREST LAKE	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS - FOREST LAKE	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - FOREST LAKE				\$4,548	\$54,580
TOTAL FOREST LAKE PLAZA					\$676,543
INDEPENDENCE PLAZA					
3.1.1	PLAZA MANAGER - INDEPENDENCE	905	MAN - HOURS	\$34.06	\$30,829
3.1.2	SUPERVISOR - INDEPENDENCE	9,700	MAN - HOURS	\$21.06	\$204,276
3.1.3	TOLL COLLECTOR (F T) - INDEPENDENCE	11,151	MAN - HOURS	\$15.75	\$175,592
3.1.4	TOLL COLLECTOR (P T) - INDEPENDENCE	11,159	MAN - HOURS	\$14.81	\$165,279
3.1.5	TRAINING	392	MAN - HOURS	\$14.81	\$5,806
3.1.6	INCENTIVE PLAN				\$16,822
SUBTOTAL - LABOR - PART C		33,307			\$598,604
3.1.11	TEL. EQ. LINE CHARGES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - INDEPENDENCE	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS - INDEPENDENCE	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT. - INDEPENDENCE	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - INDEPENDENCE	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS - INDEPENDENCE	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
SUBTOTAL - DIRECT EXPENSE - PART C				\$4,548	\$54,580
TOTAL INDEPENDENCE PLAZA					\$653,184

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2016 TO JUNE 30, 2017

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 2 Fiscal Year 17 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	GOLDENROD PLAZA				
3.1.1	PLAZA MANAGER - GOLDENROD	0	MAN - HOURS	\$27.61	\$0
3.1.2	SUPERVISOR - GOLDENROD	0	MAN - HOURS	\$21.06	\$0
3.1.3	TOLL COLLECTOR (F T) - GOLDENROD	0	MAN - HOURS	\$15.75	\$0
3.1.4	TOLL COLLECTOR (P T) - GOLDENROD	0	MAN - HOURS	\$14.81	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$14.81	\$0
3.1.6	INCENTIVE PLAN				\$0
	SUBTOTAL - LABOR - GOLDENROD	0			\$0
3.1.11	TEL. EQ. LINE CHARGES - GOLDENROD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - GOLDENROD	12	MONTH	\$0	\$0
3.1.13	UNIFORMS - GOLDENROD	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS - GOLDENROD	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES - GOLDENROD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
	SUBTOTAL - DIRECT EXPENSE - GOLDENROD			\$0	\$0
	TOTAL GOLDENROD PLAZA				\$0
	CORAL HILLS PLAZA				
3.1.1	PLAZA MANAGER - CORAL HILLS	1,959	MAN - HOURS	\$27.61	\$54,078
3.1.2	SUPERVISOR - CORAL HILLS	9,762	MAN - HOURS	\$21.06	\$205,582
3.1.3	TOLL COLLECTOR (F T) - CORAL HILLS	12,034	MAN - HOURS	\$15.75	\$189,496
3.1.4	TOLL COLLECTOR (P T) - CORAL HILLS	10,138	MAN - HOURS	\$14.81	\$150,156
3.1.5	TRAINING	270	MAN - HOURS	\$14.81	\$3,999
3.1.6	INCENTIVE PLAN				\$17,049
	SUBTOTAL - LABOR - CORAL HILLS	34,163			\$620,361
3.1.11	TEL. EQ. LINE CHARGES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - CORAL HILLS	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS - CORAL HILLS	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT - CORAL HILLS	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - CORAL HILLS	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS - CORAL HILLS	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
	SUBTOTAL - DIRECT EXPENSE - CORAL HILLS			\$4,548	\$54,580
	TOTAL CORAL HILLS PLAZA				\$674,941
	DALLAS PLAZA				
3.1.1	PLAZA MANAGER - DALLAS	2,762	MAN - HOURS	\$27.61	\$76,245
3.1.2	SUPERVISOR - DALLAS	10,019	MAN - HOURS	\$21.06	\$210,994
3.1.3	TOLL COLLECTOR (F T) - DALLAS	7,838	MAN - HOURS	\$15.75	\$123,423
3.1.4	TOLL COLLECTOR (P T) - DALLAS	19,235	MAN - HOURS	\$14.81	\$284,894
3.1.5	TRAINING	1,401	MAN - HOURS	\$14.81	\$20,751
3.1.6	INCENTIVE PLAN				\$12,451
	SUBTOTAL - LABOR - DALLAS	41,255			\$728,758
3.1.11	TEL. EQ. LINE CHARGES - DALLAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - DALLAS	12	MONTH	\$977	\$11,719
3.1.13	UNIFORMS - DALLAS	12	MONTH	\$313	\$3,756
3.1.14	COPY MACHINE LEASE/MAINT. - DALLAS	12	MONTH	\$9	\$112
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - DALLAS	12	MONTH	\$133	\$1,594
3.1.16	MILEAGE/TOLLS - DALLAS	12	MONTH	\$1,104	\$13,248
3.1.17	OTHER EXPENSES - DALLAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,013	\$24,152
	SUBTOTAL - DIRECT EXPENSE - DALLAS			\$4,548	\$54,580
	TOTAL DALLAS PLAZA				\$783,338
	TOTAL PLAZA LABOR				\$10,065,092
	TOTAL PLAZA DIRECT COSTS				\$764,120
	TOTAL TOLL OPERATIONS - PLAZAS				\$10,829,213

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2017 TO DECEMBER 25, 2018

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 2018 ALL TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	ALL PLAZAS				
3.1.1	PLAZA MANAGER - ALL PLAZAS	22,880	MAN - HOURS	\$30.70	\$702,482
3.1.2	SUPERVISOR - ALL PLAZAS	145,600	MAN - HOURS	\$21.59	\$3,142,903
3.1.3	TOLL COLLECTOR (F T) - ALL PLAZAS	152,000	MAN - HOURS	\$16.14	\$2,453,341
3.1.4	TOLL COLLECTOR (P T) - ALL PLAZAS	189,000	MAN - HOURS	\$15.18	\$2,869,309
3.1.5	TRAINING	8,650	MAN - HOURS	\$15.18	\$131,320
3.1.6	INCENTIVE PLAN				\$93,134
	SUBTOTAL-LABOR ALL PLAZAS	518,130			\$9,392,489
3.1.11	TEL. EQ. LINE CHARGES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - ALL PLAZAS	12	MONTH	\$12,949	\$155,393
3.1.13	UNIFORMS - ALL PLAZAS	12	MONTH	\$4,150	\$49,802
3.1.14	COPY MACHINE LEASE/MAINT-ALL PLAZAS	12	MONTH	\$124	\$1,483
3.1.15	LIC., PASS. VAN, FUEL/MAINT - ALL PLAZAS	12	MONTH	\$1,761	\$21,135
3.1.16	MILEAGE/TOLLS - ALL PLAZAS	12	MONTH	\$14,639	\$175,665
3.1.17	OTHER EXPENSES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$26,688	\$320,253
	SUBTOTAL - DIRECT EXPENSE - ALL PLAZAS			\$60,311	\$723,731
	TOTAL ALL PLAZAS				\$10,116,219

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2017 TO JUNE 30, 2018

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 Fiscal Year 18 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
UNIVERSITY PLAZA					
3.1.1	PLAZA MANAGER-UNIVERSITY	2,080	MAN - HOURS	\$28.30	\$58,854
3.1.2	SUPERVISOR-UNIVERSITY	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T)-UNIVERSITY	10,000	MAN - HOURS	\$16.14	\$161,404
3.1.4	TOLL COLLECTOR (P T)-UNIVERSITY	14,000	MAN - HOURS	\$15.18	\$212,541
3.1.5	TRAINING	400	MAN - HOURS	\$15.18	\$6,073
3.1.6	INCENTIVE PLAN				\$7,751
SUBTOTAL-LABOR UNIVERSITY		36,880			\$671,116
3.1.11	TEL. EQ. LINE CHARGES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-UNIVERSITY	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-UNIVERSITY	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-UNIVERSITY	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-UNIVERSITY	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-UNIVERSITY	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
SUBTOTAL - DIRECT EXPENSE - UNIVERSITY				\$4,639	\$55,672
TOTAL UNIVERSITY PLAZA					\$726,788
CONWAY PLAZA					
3.1.1	PLAZA MANAGER-CONWAY	2,080	MAN - HOURS	\$34.92	\$72,626
3.1.2	SUPERVISOR-CONWAY	20,800	MAN - HOURS	\$21.59	\$448,986
3.1.3	TOLL COLLECTOR (F T)-CONWAY	17,000	MAN - HOURS	\$16.14	\$274,387
3.1.4	TOLL COLLECTOR (P T)-CONWAY	21,000	MAN - HOURS	\$15.18	\$318,812
3.1.5	TRAINING	1,400	MAN - HOURS	\$15.18	\$21,254
3.1.6	INCENTIVE PLAN				\$13,617
SUBTOTAL - LABOR - CONWAY		62,280			\$1,149,683
3.1.11	TEL. EQ. LINE CHARGES-CONWAY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CONWAY	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-CONWAY	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-CONWAY	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CONWAY	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-CONWAY	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-CONWAY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
SUBTOTAL - DIRECT EXPENSE - CONWAY				\$4,639	\$55,672
TOTAL CONWAY PLAZA					\$1,205,354

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2017 TO JUNE 30, 2018
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 Fiscal Year 18 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
DEAN ROAD PLAZA					
3.1.1	PLAZA MANAGER-DEAN	2,080	MAN - HOURS	\$28.30	\$58,854
3.1.2	SUPERVISOR-DEAN	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) -DEAN	10,000	MAN - HOURS	\$16.14	\$161,404
3.1.4	TOLL COLLECTOR (P T) -DEAN	14,000	MAN - HOURS	\$15.18	\$212,541
3.1.5	TRAINING	700	MAN - HOURS	\$15.18	\$10,627
3.1.6	INCENTIVE PLAN				\$5,342
	SUBTOTAL - LABOR - DEAN ROAD	37,180			\$673,262
3.1.11	TEL. EQ. LINE CHARGES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-DEAN ROAD	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-DEAN ROAD	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-DEAN ROAD	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-DEAN ROAD	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-DEAN ROAD	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
	SUBTOTAL - DIRECT EXPENSE - DEAN ROAD			\$4,639	\$55,672
TOTAL DEAN ROAD PLAZA					\$728,933
PINE HILLS PLAZA					
3.1.1	PLAZA MANAGER-PINE HILLS	2,080	MAN - HOURS	\$28.30	\$58,854
3.1.2	SUPERVISOR-PINE HILLS	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) -PINE HILLS	11,000	MAN - HOURS	\$16.14	\$177,544
3.1.4	TOLL COLLECTOR (P T) -PINE HILLS	15,000	MAN - HOURS	\$15.18	\$227,723
3.1.5	TRAINING	900	MAN - HOURS	\$15.18	\$13,663
3.1.6	INCENTIVE PLAN				\$6,295
	SUBTOTAL - LABOR - PINE HILLS	39,380			\$708,573
3.1.11	TEL. EQ. LINE CHARGES-PINE HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-PINE HILLS	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-PINE HILLS	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-PINE HILLS	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-PINE HILLS	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-PINE HILLS	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-PINE HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
	SUBTOTAL - DIRECT EXPENSE - PINE HILLS			\$4,639	\$55,672
TOTAL PINE HILLS PLAZA					\$764,244

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2017 TO JUNE 30, 2018
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 Fiscal Year 18 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
HIWASSEE PLAZA					
3.1.1	PLAZA MANAGER-HIOWASSEE	2,080	MAN - HOURS	\$28.30	\$58,854
3.1.2	SUPERVISOR-HIOWASSEE	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) -HIOWASSEE	11,000	MAN - HOURS	\$16.14	\$177,544
3.1.4	TOLL COLLECTOR (P T) -HIOWASSEE	12,000	MAN - HOURS	\$15.18	\$182,178
3.1.5	TRAINING	600	MAN - HOURS	\$15.18	\$9,109
3.1.6	INCENTIVE PLAN				\$7,718
SUBTOTAL - LABOR - HIOWASSEE		36,080			\$659,896
3.1.11	TEL. EQ. LINE CHARGES-HIOWASSEE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-HIOWASSEE	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-HIOWASSEE	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-HIOWASSEE	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-HIOWASSEE	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-HIOWASSEE	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-HIOWASSEE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
SUBTOTAL - DIRECT EXPENSE - HIOWASSEE				\$4,639	\$55,672
TOTAL HIOWASSEE PLAZA					\$715,568
CURRY FORD PLAZA					
3.1.1	PLAZA MANAGER-CURRY FORD	2,080	MAN - HOURS	\$28.30	\$58,854
3.1.2	SUPERVISOR-CURRY FORD	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) -CURRY FORD	10,000	MAN - HOURS	\$16.14	\$161,404
3.1.4	TOLL COLLECTOR (P T) -CURRY FORD	13,000	MAN - HOURS	\$15.18	\$197,360
3.1.5	TRAINING	550	MAN - HOURS	\$15.18	\$8,350
3.1.6	INCENTIVE PLAN				\$5,713
SUBTOTAL - LABOR - CURRY FORD		36,030			\$656,174
3.1.11	TEL. EQ. LINE CHARGES-CURRY FORD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CURRY FORD	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-CURRY FORD	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-CURRY FORD	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CURRY FORD	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-CURRY FORD	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-CURRY FORD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
SUBTOTAL - DIRECT EXPENSE - CURRY FORD				\$4,639	\$55,672
TOTAL CURRY FORD PLAZA					\$711,845

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2017 TO JUNE 30, 2018
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 Fiscal Year 18 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
JOHN YOUNG PLAZA					
3.1.1	PLAZA MANAGER-JOHN YOUNG	1,040	MAN - HOURS	\$34.92	\$36,313
3.1.2	SUPERVISOR-JOHN YOUNG	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) -JOHN YOUNG	14,000	MAN - HOURS	\$16.14	\$225,966
3.1.4	TOLL COLLECTOR (P T) -JOHN YOUNG	18,000	MAN - HOURS	\$15.18	\$273,268
3.1.5	TRAINING	600	MAN - HOURS	\$15.18	\$9,109
3.1.6	INCENTIVE PLAN				\$6,812
	SUBTOTAL - LABOR - JOHN YOUNG	44,040			\$775,960
3.1.11	TEL. EQ. LINE CHARGES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-JOHN YOUNG	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-JOHN YOUNG	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-JOHN YOUNG	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-JOHN YOUNG	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-JOHN YOUNG	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
	SUBTOTAL - DIRECT EXPENSE -JOHN YOUNG			\$4,639	\$55,672
TOTAL JOHN YOUNG PLAZA					\$831,631
BOGGY CREEK PLAZA					
3.1.1	PLAZA MANAGER-BOGGY CREEK	1,040	MAN - HOURS	\$34.92	\$36,313
3.1.2	SUPERVISOR-BOGGY CREEK	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) -BOGGY CREEK	11,000	MAN - HOURS	\$16.14	\$177,544
3.1.4	TOLL COLLECTOR (P T) -BOGGY CREEK	19,000	MAN - HOURS	\$15.18	\$288,449
3.1.5	TRAINING	650	MAN - HOURS	\$15.18	\$9,868
3.1.6	INCENTIVE PLAN				\$7,225
	SUBTOTAL - LABOR - BOGGY CREEK	42,090			\$743,893
3.1.11	TEL. EQ. LINE CHARGES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BOGGY CREEK	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-BOGGY CREEK	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-BOGGY CREEK	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BOGGY CREEK	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-BOGGY CREEK	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
	SUBTOTAL - DIRECT EXPENSE - BOGGY CREEK			\$4,639	\$55,672
TOTAL GREENEWAY / BOGGY CREEK PLAZA					\$799,565

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2017 TO JUNE 30, 2018

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 Fiscal Year 18 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	BEACH LINE MAIN PLAZA				
3.1.1	PLAZA MANAGER-BEACH LINE MAIN	2,080	MAN - HOURS	\$34.92	\$72,626
3.1.2	SUPERVISOR-BEACH LINE MAIN	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) -BEACH LINE MAIN	10,000	MAN - HOURS	\$16.14	\$161,404
3.1.4	TOLL COLLECTOR (P T) -BEACH LINE MAIN	18,000	MAN - HOURS	\$15.18	\$273,268
3.1.5	TRAINING	800	MAN - HOURS	\$15.18	\$12,145
3.1.6	INCENTIVE PLAN				\$6,592
	SUBTOTAL - LABOR - BEACH LINE MAIN	41,280			\$750,528
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE MAIN	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS-BEACH LINE MAIN	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE MAIN	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE MAIN	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS-BEACH LINE MAIN	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
	SUBTOTAL - DIRECT EXPENSE - BEACH LINE MAIN			\$4,639	\$55,672
	TOTAL BEACH LINE MAIN PLAZA				\$806,200
	BEACH LINE AIRPORT PLAZA				
3.1.1	PLAZA MANAGER-BEACH LINE AIRPORT	0	MAN - HOURS	\$34.92	\$0
3.1.2	SUPERVISOR-BEACH LINE AIRPORT	0	MAN - HOURS	\$21.59	\$0
3.1.3	TOLL COLLECTOR (F T) -BEACH LINE AIRPORT	0	MAN - HOURS	\$16.14	\$0
3.1.4	TOLL COLLECTOR (P T) -BEACH LINE AIRPORT	0	MAN - HOURS	\$15.18	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$15.18	\$0
3.1.6	INCENTIVE PLAN				\$0
	SUBTOTAL - LABOR - BEACH LINE AIRPORT	0			\$0
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.13	UNIFORMS-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
	SUBTOTAL - DIRECT EXPENSE - BEACH LINE AIRPORT			\$0	\$0
	TOTAL BEACH LINE AIRPORT PLAZA				\$0

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2017 TO JUNE 30, 2018

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 Fiscal Year 18 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
FOREST LAKE PLAZA					
3.1.1	PLAZA MANAGER - FOREST LAKE	1,040	MAN - HOURS	\$34.92	\$36,313
3.1.2	SUPERVISOR - FOREST LAKE	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) - FOREST LAKE	12,000	MAN - HOURS	\$16.14	\$193,685
3.1.4	TOLL COLLECTOR (P T) - FOREST LAKE	11,000	MAN - HOURS	\$15.18	\$166,997
3.1.5	TRAINING	550	MAN - HOURS	\$15.18	\$8,350
3.1.6	INCENTIVE PLAN				\$6,840
SUBTOTAL - LABOR - FOREST LAKE		34,990			\$636,677
3.1.11	TEL. EQ. LINE CHARGES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - FOREST LAKE	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS - FOREST LAKE	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT. - FOREST LAKE	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - FOREST LAKE	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS - FOREST LAKE	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
SUBTOTAL - DIRECT EXPENSE - FOREST LAKE				\$4,639	\$55,672
TOTAL FOREST LAKE PLAZA					\$692,349
INDEPENDENCE PLAZA					
3.1.1	PLAZA MANAGER - INDEPENDENCE PLAZA	1,040	MAN - HOURS	\$34.92	\$36,313
3.1.2	SUPERVISOR - INDEPENDENCE PLAZA	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) - INDEPENDENCE PLAZA	12,000	MAN - HOURS	\$16.14	\$193,685
3.1.4	TOLL COLLECTOR (P T) - INDEPENDENCE PLAZA	12,000	MAN - HOURS	\$15.18	\$182,178
3.1.5	TRAINING	400	MAN - HOURS	\$15.18	\$6,073
3.1.6	INCENTIVE PLAN				\$6,983
SUBTOTAL - LABOR - INDEPENDENCE		35,840			\$649,725
3.1.11	TEL. EQ. LINE CHARGES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - INDEPENDENCE	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS - INDEPENDENCE	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT. - INDEPENDENCE	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - INDEPENDENCE	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS - INDEPENDENCE	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
SUBTOTAL - DIRECT EXPENSE - INDEPENDENCE				\$4,639	\$55,672
TOTAL PART INDEPENDENCE					\$705,396

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2017 TO JUNE 30, 2018
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 3 Fiscal Year 18 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
GOLDENROD PLAZA					
3.1.1	PLAZA MANAGER - GOLDENROD	0	MAN - HOURS	\$28.30	\$0
3.1.2	SUPERVISOR - GOLDENROD	0	MAN - HOURS	\$21.59	\$0
3.1.3	TOLL COLLECTOR (F T) - GOLDENROD	0	MAN - HOURS	\$16.14	\$0
3.1.4	TOLL COLLECTOR (P T) - GOLDENROD	0	MAN - HOURS	\$15.18	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$15.18	\$0
3.1.6	INCENTIVE PLAN				\$0
	SUBTOTAL - LABOR - GOLDENROD	0			\$0
3.1.11	TEL. EQ. LINE CHARGES - GOLDENROD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - GOLDENROD	12	MONTH	\$0	\$0
3.1.13	UNIFORMS - GOLDENROD	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS - GOLDENROD	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES - GOLDENROD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
	SUBTOTAL - DIRECT EXPENSE - GOLDENROD			\$0	\$0
	TOTAL GOLDENROD PLAZA				\$0
CORAL HILLS PLAZA					
3.1.1	PLAZA MANAGER - CORAL HILLS	2,080	MAN - HOURS	\$28.30	\$58,854
3.1.2	SUPERVISOR - CORAL HILLS	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) - CORAL HILLS	12,000	MAN - HOURS	\$16.14	\$193,685
3.1.4	TOLL COLLECTOR (P T) - CORAL HILLS	11,000	MAN - HOURS	\$15.18	\$166,997
3.1.5	TRAINING	300	MAN - HOURS	\$15.18	\$4,554
3.1.6	INCENTIVE PLAN				\$7,077
	SUBTOTAL - LABOR - CORAL HILLS	35,780			\$655,660
3.1.11	TEL. EQ. LINE CHARGES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - CORAL HILLS	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS - CORAL HILLS	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT - CORAL HILLS	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - CORAL HILLS	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS - CORAL HILLS	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
	SUBTOTAL - DIRECT EXPENSE - CORAL HILLS			\$4,639	\$55,672
	TOTAL CORAL HILLS PLAZA				\$711,332
DALLAS PLAZA					
3.1.1	PLAZA MANAGER - DALLAS	2,080	MAN - HOURS	\$28.30	\$58,854
3.1.2	SUPERVISOR - DALLAS	10,400	MAN - HOURS	\$21.59	\$224,493
3.1.3	TOLL COLLECTOR (F T) - DALLAS	12,000	MAN - HOURS	\$16.14	\$193,685
3.1.4	TOLL COLLECTOR (P T) - DALLAS	11,000	MAN - HOURS	\$15.18	\$166,997
3.1.5	TRAINING	800	MAN - HOURS	\$15.18	\$12,145
3.1.6	INCENTIVE PLAN				\$5,168
	SUBTOTAL - LABOR - DALLAS	36,280			\$661,342
3.1.11	TEL. EQ. LINE CHARGES - DALLAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - DALLAS	12	MONTH	\$996	\$11,953
3.1.13	UNIFORMS - DALLAS	12	MONTH	\$319	\$3,831
3.1.14	COPY MACHINE LEASE/MAINT. - DALLAS	12	MONTH	\$10	\$114
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - DALLAS	12	MONTH	\$135	\$1,626
3.1.16	MILEAGE/TOLLS - DALLAS	12	MONTH	\$1,126	\$13,513
3.1.17	OTHER EXPENSES - DALLAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,053	\$24,635
	SUBTOTAL - DIRECT EXPENSE - DALLAS			\$4,639	\$55,672
	TOTAL DALLAS PLAZA				\$717,014
	TOTAL PLAZA LABOR				\$9,392,489
	TOTAL PLAZA DIRECT COSTS				\$723,731
	TOTAL TOLL OPERATIONS - PLAZAS				\$10,116,219

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2018 TO DECEMBER 25, 2019

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 2019 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
ALL PLAZAS					
3.1.1	PLAZA MANAGER - ALL PLAZAS	22,880	MAN - HOURS	\$31.47	\$720,044
3.1.2	SUPERVISOR - ALL PLAZAS	145,600	MAN - HOURS	\$22.13	\$3,221,476
3.1.3	TOLL COLLECTOR (F T) - ALL PLAZAS	152,000	MAN - HOURS	\$16.54	\$2,514,674
3.1.4	TOLL COLLECTOR (P T) - ALL PLAZAS	189,000	MAN - HOURS	\$15.56	\$2,941,042
3.1.5	TRAINING	8,650	MAN - HOURS	\$15.56	\$134,603
3.1.6	INCENTIVE PLAN				\$93,134
SUBTOTAL-LABOR ALL PLAZAS		518,130			\$9,624,972
3.1.11	TEL. EQ. LINE CHARGES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - ALL PLAZAS	12	MONTH	\$13,208	\$158,501
3.1.13	UNIFORMS - ALL PLAZAS	12	MONTH	\$4,233	\$50,798
3.1.14	COPY MACHINE LEASE/MAINT-ALL PLAZAS	12	MONTH	\$126	\$1,513
3.1.15	LIC., PASS. VAN, FUEL/MAINT - ALL PLAZAS	12	MONTH	\$1,796	\$21,557
3.1.16	MILEAGE/TOLLS - ALL PLAZAS	12	MONTH	\$14,932	\$179,179
3.1.17	OTHER EXPENSES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$27,221	\$326,658
SUBTOTAL - DIRECT EXPENSE - ALL PLAZAS				\$61,517	\$738,205
TOTAL ALL PLAZAS					\$10,363,178

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2018 TO JUNE 30, 2019

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 Fiscal Year 19 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	UNIVERSITY PLAZA				
3.1.1	PLAZA MANAGER-UNIVERSITY	2,080	MAN - HOURS	\$29.00	\$60,325
3.1.2	SUPERVISOR-UNIVERSITY	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T)-UNIVERSITY	10,000	MAN - HOURS	\$16.54	\$165,439
3.1.4	TOLL COLLECTOR (P T)-UNIVERSITY	14,000	MAN - HOURS	\$15.56	\$217,855
3.1.5	TRAINING	400	MAN - HOURS	\$15.56	\$6,224
3.1.6	INCENTIVE PLAN				\$7,751
	SUBTOTAL-LABOR UNIVERSITY	36,880			\$687,700
3.1.11	TEL. EQ. LINE CHARGES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-UNIVERSITY	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-UNIVERSITY	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-UNIVERSITY	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-UNIVERSITY	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-UNIVERSITY	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - UNIVERSITY			\$4,732	\$56,785
	TOTAL UNIVERSITY PLAZA				\$744,485
	CONWAY PLAZA				
3.1.1	PLAZA MANAGER-CONWAY	2,080	MAN - HOURS	\$35.79	\$74,442
3.1.2	SUPERVISOR-CONWAY	20,800	MAN - HOURS	\$22.13	\$460,211
3.1.3	TOLL COLLECTOR (F T)-CONWAY	17,000	MAN - HOURS	\$16.54	\$281,246
3.1.4	TOLL COLLECTOR (P T)-CONWAY	21,000	MAN - HOURS	\$15.56	\$326,782
3.1.5	TRAINING	1,400	MAN - HOURS	\$15.56	\$21,785
3.1.6	INCENTIVE PLAN				\$13,617
	SUBTOTAL - LABOR - CONWAY	62,280			\$1,178,084
3.1.11	TEL. EQ. LINE CHARGES-CONWAY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CONWAY	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-CONWAY	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-CONWAY	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CONWAY	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-CONWAY	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-CONWAY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - CONWAY			\$4,732	\$56,785
	TOTAL CONWAY PLAZA				\$1,234,869

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2018 TO JUNE 30, 2019

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 Fiscal Year 19 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
DEAN ROAD PLAZA					
3.1.1	PLAZA MANAGER-DEAN	2,080	MAN - HOURS	\$29.00	\$60,325
3.1.2	SUPERVISOR-DEAN	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T)-DEAN	10,000	MAN - HOURS	\$16.54	\$165,439
3.1.4	TOLL COLLECTOR (P T)-DEAN	14,000	MAN - HOURS	\$15.56	\$217,855
3.1.5	TRAINING	700	MAN - HOURS	\$15.56	\$10,893
3.1.6	INCENTIVE PLAN				\$5,342
	SUBTOTAL - LABOR - DEAN ROAD	37,180			\$689,960
3.1.11	TEL. EQ. LINE CHARGES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-DEAN ROAD	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-DEAN ROAD	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-DEAN ROAD	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-DEAN ROAD	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-DEAN ROAD	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - DEAN ROAD			\$4,732	\$56,785
TOTAL DEAN ROAD PLAZA					\$746,745
PINE HILLS PLAZA					
3.1.1	PLAZA MANAGER-PINE HILLS	2,080	MAN - HOURS	\$29.00	\$60,325
3.1.2	SUPERVISOR-PINE HILLS	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T)-PINE HILLS	11,000	MAN - HOURS	\$16.54	\$181,983
3.1.4	TOLL COLLECTOR (P T)-PINE HILLS	15,000	MAN - HOURS	\$15.56	\$233,416
3.1.5	TRAINING	900	MAN - HOURS	\$15.56	\$14,005
3.1.6	INCENTIVE PLAN				\$6,295
	SUBTOTAL - LABOR - PINE HILLS	39,380			\$726,129
3.1.11	TEL. EQ. LINE CHARGES-PINE HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-PINE HILLS	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-PINE HILLS	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-PINE HILLS	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-PINE HILLS	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-PINE HILLS	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-PINE HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - PINE HILLS			\$4,732	\$56,785
TOTAL PINE HILLS PLAZA					\$782,915

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2018 TO JUNE 30, 2019

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 Fiscal Year 19 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
HIAWASSEE PLAZA					
3.1.1	PLAZA MANAGER-HIAWASSEE	2,080	MAN - HOURS	\$29.00	\$60,325
3.1.2	SUPERVISOR-HIAWASSEE	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) -HIAWASSEE	11,000	MAN - HOURS	\$16.54	\$181,983
3.1.4	TOLL COLLECTOR (P T) -HIAWASSEE	12,000	MAN - HOURS	\$15.56	\$186,733
3.1.5	TRAINING	600	MAN - HOURS	\$15.56	\$9,337
3.1.6	INCENTIVE PLAN				\$7,718
	SUBTOTAL - LABOR - HIAWASSEE	36,080			\$676,201
3.1.11	TEL. EQ. LINE CHARGES-HIAWASSEE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-HIAWASSEE	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-HIAWASSEE	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-HIAWASSEE	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-HIAWASSEE	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-HIAWASSEE	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-HIAWASSEE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - HIAWASSEE			\$4,732	\$56,785
TOTAL HIAWASSEE PLAZA					\$732,986
CURRY FORD PLAZA					
3.1.1	PLAZA MANAGER-CURRY FORD	2,080	MAN - HOURS	\$29.00	\$60,325
3.1.2	SUPERVISOR-CURRY FORD	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) -CURRY FORD	10,000	MAN - HOURS	\$16.54	\$165,439
3.1.4	TOLL COLLECTOR (P T) -CURRY FORD	13,000	MAN - HOURS	\$15.56	\$202,294
3.1.5	TRAINING	550	MAN - HOURS	\$15.56	\$8,559
3.1.6	INCENTIVE PLAN				\$5,713
	SUBTOTAL - LABOR - CURRY FORD	36,030			\$672,435
3.1.11	TEL. EQ. LINE CHARGES-CURRY FORD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CURRY FORD	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-CURRY FORD	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-CURRY FORD	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CURRY FORD	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-CURRY FORD	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-CURRY FORD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - CURRY FORD			\$4,732	\$56,785
TOTAL CURRY FORD PLAZA					\$729,220

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2018 TO JUNE 30, 2019

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 Fiscal Year 19 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	JOHN YOUNG PLAZA				
3.1.1	PLAZA MANAGER-JOHN YOUNG	1,040	MAN - HOURS	\$35.79	\$37,221
3.1.2	SUPERVISOR-JOHN YOUNG	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) -JOHN YOUNG	14,000	MAN - HOURS	\$16.54	\$231,615
3.1.4	TOLL COLLECTOR (P T) -JOHN YOUNG	18,000	MAN - HOURS	\$15.56	\$280,099
3.1.5	TRAINING	600	MAN - HOURS	\$15.56	\$9,337
3.1.6	INCENTIVE PLAN				\$6,812
	SUBTOTAL - LABOR - JOHN YOUNG	44,040			\$795,189
3.1.11	TEL. EQ. LINE CHARGES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-JOHN YOUNG	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-JOHN YOUNG	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-JOHN YOUNG	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-JOHN YOUNG	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-JOHN YOUNG	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - JOHN YOUNG			\$4,732	\$56,785
	TOTAL JOHN YOUNG PLAZA				\$851,974
	BOGGY CREEK PLAZA				
3.1.1	PLAZA MANAGER-BOGGY CREEK	1,040	MAN - HOURS	\$35.79	\$37,221
3.1.2	SUPERVISOR-BOGGY CREEK	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) -BOGGY CREEK	11,000	MAN - HOURS	\$16.54	\$181,983
3.1.4	TOLL COLLECTOR (P T) -BOGGY CREEK	19,000	MAN - HOURS	\$15.56	\$295,660
3.1.5	TRAINING	650	MAN - HOURS	\$15.56	\$10,115
3.1.6	INCENTIVE PLAN				\$7,225
	SUBTOTAL - LABOR - BOGGY CREEK	42,090			\$762,310
3.1.11	TEL. EQ. LINE CHARGES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BOGGY CREEK	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-BOGGY CREEK	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-BOGGY CREEK	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BOGGY CREEK	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-BOGGY CREEK	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - BOGGY CREEK			\$4,732	\$56,785
	TOTAL BOGGY CREEK PLAZA				\$819,095

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2018 TO JUNE 30, 2019
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 Fiscal Year 19 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
BEACH LINE MAIN PLAZA					
3.1.1	PLAZA MANAGER-BEACH LINE MAIN	2,080	MAN - HOURS	\$35.79	\$74,442
3.1.2	SUPERVISOR-BEACH LINE MAIN	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) -BEACH LINE MAIN	10,000	MAN - HOURS	\$16.54	\$165,439
3.1.4	TOLL COLLECTOR (P T) -BEACH LINE MAIN	18,000	MAN - HOURS	\$15.56	\$280,099
3.1.5	TRAINING	800	MAN - HOURS	\$15.56	\$12,449
3.1.6	INCENTIVE PLAN				\$6,592
	SUBTOTAL - LABOR - BEACH LINE MAIN	41,280			\$769,127
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE MAIN	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS-BEACH LINE MAIN	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE MAIN	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE MAIN	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS-BEACH LINE MAIN	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - BEACH LINE MAIN			\$4,732	\$56,785
	TOTAL BEACH LINE MAIN PLAZA				\$825,912
BEACH LINE AIRPORT PLAZA					
3.1.1	PLAZA MANAGER-BEACH LINE AIRPORT	0	MAN - HOURS	\$35.79	\$0
3.1.2	SUPERVISOR-BEACH LINE AIRPORT	0	MAN - HOURS	\$22.13	\$0
3.1.3	TOLL COLLECTOR (F T) -BEACH LINE AIRPORT	0	MAN - HOURS	\$16.54	\$0
3.1.4	TOLL COLLECTOR (P T) -BEACH LINE AIRPORT	0	MAN - HOURS	\$15.56	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$15.56	\$0
3.1.6	INCENTIVE PLAN				\$0
	SUBTOTAL - LABOR - BEACH LINE AIRPORT	0			\$0
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.13	UNIFORMS-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
	SUBTOTAL - DIRECT EXPENSE - BEACH LINE AIRPORT			\$0	\$0
	TOTAL BEACH LINE AIRPORT PLAZA				\$0

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2018 TO JUNE 30, 2019

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 Fiscal Year 19 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	FOREST LAKE PLAZA				
3.1.1	PLAZA MANAGER - FOREST LAKE	1,040	MAN - HOURS	\$35.79	\$37,221
3.1.2	SUPERVISOR - FOREST LAKE	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) - FOREST LAKE	12,000	MAN - HOURS	\$16.54	\$198,527
3.1.4	TOLL COLLECTOR (P T) - FOREST LAKE	11,000	MAN - HOURS	\$15.56	\$171,172
3.1.5	TRAINING	550	MAN - HOURS	\$15.56	\$8,559
3.1.6	INCENTIVE PLAN				\$6,840
	SUBTOTAL - LABOR - FOREST LAKE	34,990			\$652,423
3.1.11	TEL. EQ. LINE CHARGES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - FOREST LAKE	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS - FOREST LAKE	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT. - FOREST LAKE	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - FOREST LAKE	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS - FOREST LAKE	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - FOREST LAKE			\$4,732	\$56,785
	TOTAL FOREST LAKE PLAZA				\$709,208
	INDEPENDENCE PLAZA				
3.1.1	PLAZA MANAGER - INDEPENDENCE PLAZA	1,040	MAN - HOURS	\$35.79	\$37,221
3.1.2	SUPERVISOR - INDEPENDENCE	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) - INDEPENDENCE	12,000	MAN - HOURS	\$16.54	\$198,527
3.1.4	TOLL COLLECTOR (P T) - INDEPENDENCE	12,000	MAN - HOURS	\$15.56	\$186,733
3.1.5	TRAINING	400	MAN - HOURS	\$15.56	\$6,224
3.1.6	INCENTIVE PLAN				\$6,983
	SUBTOTAL - LABOR - INDEPENDENCE	35,840			\$665,793
3.1.11	TEL. EQ. LINE CHARGES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - INDEPENDENCE	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS - INDEPENDENCE	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT. - INDEPENDENCE	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - INDEPENDENCE	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS - INDEPENDENCE	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES - INDEPENDENCE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - INDEPENDENCE			\$4,732	\$56,785
	TOTAL INDEPENDENCE PLAZA				\$722,578

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2018 TO JUNE 30, 2019

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 4 Fiscal Year 19 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	GOLDENROD PLAZA				
3.1.1	PLAZA MANAGER - GOLDENROD	0	MAN - HOURS	\$29.00	\$0
3.1.2	SUPERVISOR - GOLDENROD	0	MAN - HOURS	\$22.13	\$0
3.1.3	TOLL COLLECTOR (F T) - GOLDENROD	0	MAN - HOURS	\$16.54	\$0
3.1.4	TOLL COLLECTOR (P T) - GOLDENROD	0	MAN - HOURS	\$15.56	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$15.56	\$0
3.1.6	INCENTIVE PLAN				\$0
	SUBTOTAL - LABOR - GOLDENROD	0			\$0
3.1.11	TEL. EQ. LINE CHARGES - GOLDENROD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - GOLDENROD	12	MONTH	\$0	\$0
3.1.13	UNIFORMS - GOLDENROD	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS - GOLDENROD	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES - GOLDENROD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
	SUBTOTAL - DIRECT EXPENSE - GOLDENROD			\$0	\$0
	TOTAL GOLDENROD PLAZA				\$0
	CORAL HILLS PLAZA				
3.1.1	PLAZA MANAGER - CORAL HILLS	2,080	MAN - HOURS	\$29.00	\$60,325
3.1.2	SUPERVISOR - CORAL HILLS	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) - CORAL HILLS	12,000	MAN - HOURS	\$16.54	\$198,527
3.1.4	TOLL COLLECTOR (P T) - CORAL HILLS	11,000	MAN - HOURS	\$15.56	\$171,172
3.1.5	TRAINING	300	MAN - HOURS	\$15.56	\$4,668
3.1.6	INCENTIVE PLAN				\$7,077
	SUBTOTAL - LABOR - CORAL HILLS	35,780			\$671,875
3.1.11	TEL. EQ. LINE CHARGES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - CORAL HILLS	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS - CORAL HILLS	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT - CORAL HILLS	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - CORAL HILLS	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS - CORAL HILLS	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES - CORAL HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - CORAL HILLS			\$4,732	\$56,785
	TOTAL CORAL HILLS PLAZA				\$728,660
	DALLAS PLAZA				
3.1.1	PLAZA MANAGER - DALLAS	2,080	MAN - HOURS	\$29.00	\$60,325
3.1.2	SUPERVISOR - DALLAS	10,400	MAN - HOURS	\$22.13	\$230,105
3.1.3	TOLL COLLECTOR (F T) - DALLAS	12,000	MAN - HOURS	\$16.54	\$198,527
3.1.4	TOLL COLLECTOR (P T) - DALLAS	11,000	MAN - HOURS	\$15.56	\$171,172
3.1.5	TRAINING	800	MAN - HOURS	\$15.56	\$12,449
3.1.6	INCENTIVE PLAN				\$5,168
	SUBTOTAL - LABOR - DALLAS	36,280			\$677,747
3.1.11	TEL. EQ. LINE CHARGES - DALLAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - DALLAS	12	MONTH	\$1,016	\$12,192
3.1.13	UNIFORMS - DALLAS	12	MONTH	\$326	\$3,908
3.1.14	COPY MACHINE LEASE/MAINT. - DALLAS	12	MONTH	\$10	\$116
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - DALLAS	12	MONTH	\$138	\$1,658
3.1.16	MILEAGE/TOLLS - DALLAS	12	MONTH	\$1,149	\$13,783
3.1.17	OTHER EXPENSES - DALLAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,094	\$25,128
	SUBTOTAL - DIRECT EXPENSE - DALLAS			\$4,732	\$56,785
	TOTAL DALLAS PLAZA				\$734,532
	TOTAL PLAZA LABOR				\$9,624,972
	TOTAL PLAZA DIRECT COSTS				\$738,205
	TOTAL TOLL OPERATIONS - PLAZAS				\$10,363,178

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - DECEMBER 26, 2019 TO DECEMBER 25, 2020					
PLAZA OPERATIONS					
ITEM NO.	PRICE FORM - CONTRACT YEAR 5 2020 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	ALL PLAZAS				
3.1.1	PLAZA MANAGER - ALL PLAZAS	22,880	MAN - HOURS	\$32.26	\$738,045
3.1.2	SUPERVISOR - ALL PLAZAS	145,600	MAN - HOURS	\$22.68	\$3,302,013
3.1.3	TOLL COLLECTOR (F T) - ALL PLAZAS	152,000	MAN - HOURS	\$16.96	\$2,577,541
3.1.4	TOLL COLLECTOR (P T) - ALL PLAZAS	189,000	MAN - HOURS	\$15.95	\$3,014,568
3.1.5	TRAINING	8,650	MAN - HOURS	\$15.95	\$137,968
3.1.6	INCENTIVE PLAN				\$93,134
	SUBTOTAL-LABOR ALL PLAZAS	518,130			\$9,863,268
3.1.11	TEL. EQ. LINE CHARGES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - ALL PLAZAS	12	MONTH	\$13,473	\$161,671
3.1.13	UNIFORMS - ALL PLAZAS	12	MONTH	\$4,318	\$51,814
3.1.14	COPY MACHINE LEASE/MAINT-ALL PLAZAS	12	MONTH	\$129	\$1,543
3.1.15	LIC., PASS. VAN, FUEL/MAINT - ALL PLAZAS	12	MONTH	\$1,832	\$21,988
3.1.16	MILEAGE/TOLLS - ALL PLAZAS	12	MONTH	\$15,230	\$182,762
3.1.17	OTHER EXPENSES - ALL PLAZAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$27,766	\$333,191
	SUBTOTAL - DIRECT EXPENSE - ALL PLAZAS			\$62,747	\$752,970
	TOTAL ALL PLAZAS				\$10,616,238

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2019 TO JUNE 30, 2020

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 5 Fiscal Year 20 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	UNIVERSITY PLAZA				
3.1.1	PLAZA MANAGER-UNIVERSITY	2,080	MAN - HOURS	\$29.73	\$61,833
3.1.2	SUPERVISOR-UNIVERSITY	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T)-UNIVERSITY	10,000	MAN - HOURS	\$16.96	\$169,575
3.1.4	TOLL COLLECTOR (P T)-UNIVERSITY	14,000	MAN - HOURS	\$15.95	\$223,301
3.1.5	TRAINING	400	MAN - HOURS	\$15.95	\$6,380
3.1.6	INCENTIVE PLAN				\$7,751
	SUBTOTAL-LABOR UNIVERSITY	36,880			\$704,699
3.1.11	TEL. EQ. LINE CHARGES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-UNIVERSITY	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-UNIVERSITY	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-UNIVERSITY	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-UNIVERSITY	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-UNIVERSITY	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-UNIVERSITY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
	SUBTOTAL - DIRECT EXPENSE - UNIVERSITY			\$4,827	\$57,921
TOTAL UNIVERSITY PLAZA					\$762,620
	CONWAY PLAZA				
3.1.1	PLAZA MANAGER-CONWAY	2,080	MAN - HOURS	\$36.68	\$76,303
3.1.2	SUPERVISOR-CONWAY	20,800	MAN - HOURS	\$22.68	\$471,716
3.1.3	TOLL COLLECTOR (F T)-CONWAY	17,000	MAN - HOURS	\$16.96	\$288,278
3.1.4	TOLL COLLECTOR (P T)-CONWAY	21,000	MAN - HOURS	\$15.95	\$334,952
3.1.5	TRAINING	1,400	MAN - HOURS	\$15.95	\$22,330
3.1.6	INCENTIVE PLAN				\$13,617
	SUBTOTAL - LABOR - CONWAY	62,280			\$1,207,196
3.1.11	TEL. EQ. LINE CHARGES-CONWAY	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CONWAY	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-CONWAY	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-CONWAY	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CONWAY	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-CONWAY	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-CONWAY	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
	SUBTOTAL - DIRECT EXPENSE - CONWAY			\$4,827	\$57,921
TOTAL CONWAY PLAZA					\$1,265,117

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2019 TO JUNE 30, 2020

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 5 Fiscal Year 20 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
DEAN ROAD PLAZA					
3.1.1	PLAZA MANAGER-DEAN	2,080	MAN - HOURS	\$29.73	\$61,833
3.1.2	SUPERVISOR-DEAN	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) -DEAN	10,000	MAN - HOURS	\$16.96	\$169,575
3.1.4	TOLL COLLECTOR (P T) -DEAN	14,000	MAN - HOURS	\$15.95	\$223,301
3.1.5	TRAINING	700	MAN - HOURS	\$15.95	\$11,165
3.1.6	INCENTIVE PLAN				\$5,342
SUBTOTAL - LABOR - DEAN ROAD		37,180			\$707,075
3.1.11	TEL. EQ. LINE CHARGES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-DEAN ROAD	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-DEAN ROAD	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-DEAN ROAD	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-DEAN ROAD	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-DEAN ROAD	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-DEAN ROAD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
SUBTOTAL - DIRECT EXPENSE - DEAN ROAD				\$4,827	\$57,921
TOTAL DEAN ROAD PLAZA					\$764,996
PINE HILLS PLAZA					
3.1.1	PLAZA MANAGER-PINE HILLS	2,080	MAN - HOURS	\$29.73	\$61,833
3.1.2	SUPERVISOR-PINE HILLS	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) -PINE HILLS	11,000	MAN - HOURS	\$16.96	\$186,533
3.1.4	TOLL COLLECTOR (P T) -PINE HILLS	15,000	MAN - HOURS	\$15.95	\$239,251
3.1.5	TRAINING	900	MAN - HOURS	\$15.95	\$14,355
3.1.6	INCENTIVE PLAN				\$6,295
SUBTOTAL - LABOR - PINE HILLS		39,380			\$744,125
3.1.11	TEL. EQ. LINE CHARGES-PINE HILLS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-PINE HILLS	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-PINE HILLS	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-PINE HILLS	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-PINE HILLS	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-PINE HILLS	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-PINE HILLS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
SUBTOTAL - DIRECT EXPENSE - PINE HILLS				\$4,827	\$57,921
TOTAL PINE HILLS PLAZA					\$802,046

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2019 TO JUNE 30, 2020

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 5 Fiscal Year 20 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
HIAWASSEE PLAZA					
3.1.1	PLAZA MANAGER-HIAWASSEE	2,080	MAN - HOURS	\$29.73	\$61,833
3.1.2	SUPERVISOR-HIAWASSEE	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) -HIAWASSEE	11,000	MAN - HOURS	\$16.96	\$186,533
3.1.4	TOLL COLLECTOR (P T) -HIAWASSEE	12,000	MAN - HOURS	\$15.95	\$191,401
3.1.5	TRAINING	600	MAN - HOURS	\$15.95	\$9,570
3.1.6	INCENTIVE PLAN				\$7,718
SUBTOTAL - LABOR - HIAWASSEE		36,080			\$692,913
3.1.11	TEL. EQ. LINE CHARGES-HIAWASSEE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-HIAWASSEE	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-HIAWASSEE	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-HIAWASSEE	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-HIAWASSEE	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-HIAWASSEE	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-HIAWASSEE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
SUBTOTAL - DIRECT EXPENSE - HIAWASSEE				\$4,827	\$57,921
TOTAL HIAWASSEE PLAZA					\$750,834
CURRY FORD PLAZA					
3.1.1	PLAZA MANAGER-CURRY FORD	2,080	MAN - HOURS	\$29.73	\$61,833
3.1.2	SUPERVISOR-CURRY FORD	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) -CURRY FORD	10,000	MAN - HOURS	\$16.96	\$169,575
3.1.4	TOLL COLLECTOR (P T) -CURRY FORD	13,000	MAN - HOURS	\$15.95	\$207,351
3.1.5	TRAINING	550	MAN - HOURS	\$15.95	\$8,773
3.1.6	INCENTIVE PLAN				\$5,713
SUBTOTAL - LABOR - CURRY FORD		36,030			\$689,103
3.1.11	TEL. EQ. LINE CHARGES-CURRY FORD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-CURRY FORD	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-CURRY FORD	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-CURRY FORD	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-CURRY FORD	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-CURRY FORD	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-CURRY FORD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
SUBTOTAL - DIRECT EXPENSE - CURRY FORD				\$4,827	\$57,921
TOTAL CURRY FORD PLAZA					\$747,024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2019 TO JUNE 30, 2020

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 5 Fiscal Year 20 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
	JOHN YOUNG PLAZA				
3.1.1	PLAZA MANAGER-JOHN YOUNG	1,040	MAN - HOURS	\$36.68	\$38,151
3.1.2	SUPERVISOR-JOHN YOUNG	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T)-JOHN YOUNG	14,000	MAN - HOURS	\$16.96	\$237,405
3.1.4	TOLL COLLECTOR (P T)-JOHN YOUNG	18,000	MAN - HOURS	\$15.95	\$287,102
3.1.5	TRAINING	600	MAN - HOURS	\$15.95	\$9,570
3.1.6	INCENTIVE PLAN				\$6,812
	SUBTOTAL - LABOR - JOHN YOUNG	44,040			\$814,898
3.1.11	TEL. EQ. LINE CHARGES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-JOHN YOUNG	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-JOHN YOUNG	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-JOHN YOUNG	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-JOHN YOUNG	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-JOHN YOUNG	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-JOHN YOUNG	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
	SUBTOTAL - DIRECT EXPENSE - JOHN YOUNG			\$4,827	\$57,921
	TOTAL JOHN YOUNG PLAZA				\$872,819
	BOGGY CREEK PLAZA				
3.1.1	PLAZA MANAGER-BOGGY CREEK	1,040	MAN - HOURS	\$36.68	\$38,151
3.1.2	SUPERVISOR-BOGGY CREEK	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T)-BOGGY CREEK	11,000	MAN - HOURS	\$16.96	\$186,533
3.1.4	TOLL COLLECTOR (P T)-BOGGY CREEK	19,000	MAN - HOURS	\$15.95	\$303,052
3.1.5	TRAINING	650	MAN - HOURS	\$15.95	\$10,368
3.1.6	INCENTIVE PLAN				\$7,225
	SUBTOTAL - LABOR - BOGGY CREEK	42,090			\$781,187
3.1.11	TEL. EQ. LINE CHARGES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BOGGY CREEK	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-BOGGY CREEK	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-BOGGY CREEK	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BOGGY CREEK	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-BOGGY CREEK	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-BOGGY CREEK	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
	SUBTOTAL - DIRECT EXPENSE - BOGGY CREEK			\$4,827	\$57,921
	TOTAL BOGGY CREEK PLAZA				\$839,107

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2019 TO JUNE 30, 2020
PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 5 Fiscal Year 20 TOLL PLAZA OPERATIONS FIRM:	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
BEACH LINE MAIN PLAZA					
3.1.1	PLAZA MANAGER-BEACH LINE MAIN	2,080	MAN - HOURS	\$36.68	\$76,303
3.1.2	SUPERVISOR-BEACH LINE MAIN	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T)-BEACH LINE MAIN	10,000	MAN - HOURS	\$16.96	\$169,575
3.1.4	TOLL COLLECTOR (P T)-BEACH LINE MAIN	18,000	MAN - HOURS	\$15.95	\$287,102
3.1.5	TRAINING	800	MAN - HOURS	\$15.95	\$12,760
3.1.6	INCENTIVE PLAN				\$6,592
	SUBTOTAL - LABOR - BEACH LINE MAIN	41,280			\$788,190
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE MAIN	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS-BEACH LINE MAIN	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE MAIN	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE MAIN	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS-BEACH LINE MAIN	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES-BEACH LINE MAIN	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
	SUBTOTAL - DIRECT EXPENSE - BEACH LINE MAIN			\$4,827	\$57,921
	TOTAL BEACH LINE MAIN PLAZA				\$846,111
BEACH LINE AIRPORT PLAZA					
3.1.1	PLAZA MANAGER-BEACH LINE AIRPORT	0	MAN - HOURS	\$36.68	\$0
3.1.2	SUPERVISOR-BEACH LINE AIRPORT	0	MAN - HOURS	\$22.68	\$0
3.1.3	TOLL COLLECTOR (F T)-BEACH LINE AIRPORT	0	MAN - HOURS	\$16.96	\$0
3.1.4	TOLL COLLECTOR (P T)-BEACH LINE AIRPORT	0	MAN - HOURS	\$15.95	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$15.95	\$0
3.1.6	INCENTIVE PLAN				\$0
	SUBTOTAL - LABOR - BEACH LINE AIRPORT	0			\$0
3.1.11	TEL. EQ. LINE CHARGES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.12	SUPPLIES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.13	UNIFORMS-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT.-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES-BEACH LINE AIRPORT	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
	SUBTOTAL - DIRECT EXPENSE - BEACH LINE AIRPORT			\$0	\$0
	TOTAL BEELINE AIRPORT PLAZA				\$0

CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2019 TO JUNE 30, 2020

PLAZA OPERATIONS

ITEM NO.	PRICE FORM - CONTRACT YEAR 5 Fiscal Year 20 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
	FIRM:				
FOREST LAKE PLAZA					
3.1.1	PLAZA MANAGER - FOREST LAKE	1,040	MAN - HOURS	\$36.68	\$38,151
3.1.2	SUPERVISOR - FOREST LAKE	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) - FOREST LAKE	12,000	MAN - HOURS	\$16.96	\$203,490
3.1.4	TOLL COLLECTOR (P T) - FOREST LAKE	11,000	MAN - HOURS	\$15.95	\$175,451
3.1.5	TRAINING	550	MAN - HOURS	\$15.95	\$8,773
3.1.6	INCENTIVE PLAN				\$6,840
	SUBTOTAL - LABOR - FOREST LAKE	34,990			\$668,563
3.1.11	TEL. EQ. LINE CHARGES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - FOREST LAKE	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS - FOREST LAKE	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT. - FOREST LAKE	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - FOREST LAKE	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS - FOREST LAKE	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES - FOREST LAKE	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
	SUBTOTAL - DIRECT EXPENSE - FOREST LAKE			\$4,827	\$57,921
TOTAL FOREST LAKE PLAZA					\$726,484
INDEPENDENCE PLAZA					
3.1.1	PLAZA MANAGER - INDEPENDENCE	1,040	MAN - HOURS	\$36.68	\$38,151
3.1.2	SUPERVISOR - INDEPENDENCE	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) - INDEPENDENCE	12,000	MAN - HOURS	\$16.96	\$203,490
3.1.4	TOLL COLLECTOR (P T) - INDEPENDENCE	12,000	MAN - HOURS	\$15.95	\$191,401
3.1.5	TRAINING	400	MAN - HOURS	\$15.95	\$6,380
3.1.6	INCENTIVE PLAN				\$6,983
	SUBTOTAL - LABOR - INDEPENDENCE	35,840			\$682,264
3.1.11	TEL. EQ. LINE CHARGES	12	MONTH	\$0	\$0
3.1.12	SUPPLIES	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT.	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
	SUBTOTAL - DIRECT EXPENSE - INDEPENDENCE			\$4,827	\$57,921
TOTAL INDEPENDENCE PLAZA					\$740,184

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY - JULY 1, 2019 TO JUNE 30, 2020
PLAZA OPERATIONS**

ITEM NO.	PRICE FORM - CONTRACT YEAR 5 Fiscal Year 20 TOLL PLAZA OPERATIONS	QUANTITY	UNIT	CFX COST CENTER	
				UNIT PRICE	TOTAL PRICE
FIRM:					
GOLDENROD PLAZA					
3.1.1	PLAZA MANAGER - GOLDENROD	0	MAN - HOURS	\$29.73	\$0
3.1.2	SUPERVISOR - GOLDENROD	0	MAN - HOURS	\$22.68	\$0
3.1.3	TOLL COLLECTOR (F T) - GOLDENROD	0	MAN - HOURS	\$16.96	\$0
3.1.4	TOLL COLLECTOR (P T) - GOLDENROD	0	MAN - HOURS	\$15.95	\$0
3.1.5	TRAINING	0	MAN - HOURS	\$15.95	\$0
3.1.6	INCENTIVE PLAN				\$0
SUBTOTAL - LABOR - GOLDENROD		0			\$0
3.1.11	TEL. EQ. LINE CHARGES - GOLDENROD	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - GOLDENROD	12	MONTH	\$0	\$0
3.1.13	UNIFORMS - GOLDENROD	12	MONTH	\$0	\$0
3.1.14	COPY MACHINE LEASE/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - GOLDENROD	12	MONTH	\$0	\$0
3.1.16	MILEAGE/TOLLS - GOLDENROD	12	MONTH	\$0	\$0
3.1.17	OTHER EXPENSES - GOLDENROD	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$0	\$0
SUBTOTAL - DIRECT EXPENSE - GOLDENROD				\$0	\$0
TOTAL GOLDENROD PLAZA					\$0
CORAL HILLS PLAZA					
3.1.1	PLAZA MANAGER - PART C	2,080	MAN - HOURS	\$29.73	\$61,833
3.1.2	SUPERVISOR - CORAL HILLS PLAZA	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) - CORAL HILLS PLAZA	12,000	MAN - HOURS	\$16.96	\$203,490
3.1.4	TOLL COLLECTOR (P T) - CORAL HILLS PLAZA	11,000	MAN - HOURS	\$15.95	\$175,451
3.1.5	TRAINING	300	MAN - HOURS	\$15.95	\$4,785
3.1.6	INCENTIVE PLAN				\$7,077
SUBTOTAL - LABOR - CORAL HILLS PLAZA		35,780			\$688,495
3.1.11	TEL. EQ. LINE CHARGES - CORAL HILLS PLAZA	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - CORAL HILLS PLAZA	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS - CORAL HILLS PLAZA	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT - CORAL HILLS PLAZA	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - CORAL HILLS PLAZA	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS - CORAL HILLS PLAZA	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES - CORAL HILLS PLAZA	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
SUBTOTAL - DIRECT EXPENSE - CORAL HILLS PLAZA				\$4,827	\$57,921
TOTAL CORAL HILLS PLAZA PLAZA					\$746,415
DALLAS PLAZA					
3.1.1	PLAZA MANAGER - DALLAS	2,080	MAN - HOURS	\$29.73	\$61,833
3.1.2	SUPERVISOR - DALLAS	10,400	MAN - HOURS	\$22.68	\$235,858
3.1.3	TOLL COLLECTOR (F T) - DALLAS	12,000	MAN - HOURS	\$16.96	\$203,490
3.1.4	TOLL COLLECTOR (P T) - DALLAS	11,000	MAN - HOURS	\$15.95	\$175,451
3.1.5	TRAINING	800	MAN - HOURS	\$15.95	\$12,760
3.1.6	INCENTIVE PLAN				\$5,168
SUBTOTAL - LABOR - DALLAS		36,280			\$694,561
3.1.11	TEL. EQ. LINE CHARGES - DALLAS	12	MONTH	\$0	\$0
3.1.12	SUPPLIES - DALLAS	12	MONTH	\$1,036	\$12,436
3.1.13	UNIFORMS - DALLAS	12	MONTH	\$332	\$3,986
3.1.14	COPY MACHINE LEASE/MAINT. - DALLAS	12	MONTH	\$10	\$119
3.1.15	LIC., PASS. VAN, FUEL/MAINT. - DALLAS	12	MONTH	\$141	\$1,691
3.1.16	MILEAGE/TOLLS - DALLAS	12	MONTH	\$1,172	\$14,059
3.1.17	OTHER EXPENSES - DALLAS	12	MONTH	\$0	\$0
3.1.18	JANITORIAL SERVICES	12	MONTH	\$2,136	\$25,630
SUBTOTAL - DIRECT EXPENSE - DALLAS				\$4,827	\$57,921
TOTAL DALLAS PLAZA					\$752,482
TOTAL PLAZA LABOR					\$9,863,268
TOTAL PLAZA DIRECT COSTS					\$752,970
TOTAL TOLL OPERATIONS - PLAZAS					\$10,616,238

**CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TOLL OPERATIONS
CLASSIFICATION & RATE SCHEDULE**

PRICING SCHEDULE 6

Minimum Wage Rates for Employees

PLAZA	Minimum Amount to Employee		
	Year 1		
PLAZA MANAGER-A	\$22.50		Rates to be used for
PLAZA MANAGER-B	\$19.00		Rates to be used for
SUPERVISOR	\$14.00		
TOLL COLLECTOR (F T)	\$10.00		
TOLL COLLECTOR (P T)	\$10.00		
OTHER	\$10.00		

Notes:

1. Manager-A Classification indicates responsibility for more than one Plaza

Central Florida Expressway Authority
 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
 UTILIZATION SUMMARY

Prime Contractor: URS Energy & Construction, Inc., an AECOM Company

CFX Contract No.: 001071 Contract Amount \$ \$69,311,667.67

Grand Total Anticipated Sublet \$ 15,600,000.00

M/WBE Subcontractors (Name Only)	\$ Amount for Objective
Employment Resources, Inc.	\$15,000,000.00

Total Dollar Amount for M/WBE Participation Objective \$ 15,000,000.00

M/WBE Percentage of Total Project 21.6 %
 NOTE: Participation Objective may be rounded to the nearest tenth %.

NOTE: If the Participation Objective is not achieved, documentation of Good Faith Efforts must be submitted.

FOR USE BY CFX ONLY

Participation Objective Achieved \$ 15 million % 21.6

Date 10/12/15 APPROVED [Signature] DISAPPROVED _____

Vendor Information

CLOSE WINDOW 

 HELP

Vendor Information

Business Name **Employment Resources, Inc**
Owner **Ms Marcia McPherson**
Address **8050 N University Drive**
 STE 206
 Tamarac, FL 33321
 > [Map This Address](#)
Phone **954-597-7700**
Fax **954-597-7799**
Email marciamc@eristaffing.com

Certification Information

Certifying Agency **City of Orlando**
Certification Type **MWBE - Minority/Women Business Enterprise**
Expiration Date **5/31/2017**
Certified Business Description **Full Service Employment Agency**

Commodity Codes

Code	Description
No assigned commodity codes for this certification.	

Customer Support

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CITY OF ORLANDO

MINORITY BUSINESS ENTERPRISE OFFICE

CITY HALL • 400 SOUTH ORANGE AVENUE • ORLANDO, FLORIDA 32801-3302

PHONE 240-2023 • FAX 240-2878 • <http://www.cityoforlando.net>

MINORITY/WOMEN BUSINESS CERTIFICATION Certified Line(s) of Business

EXPIRATION DATE: 5/31/2013

CERTIFICATION NUMBER: 20097517

CERTIFICATION TYPE: MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE(MWBE)

COMPANY NAME: Employment Resources, Inc.
8050 N University Drive STE 206
Tamarac, FL 33321

OWNER NAME: Marcia McPherson

CERTIFIED LINE(S) OF BUSINESS/SPECIALTY AREA(S):

Full Service Employment Agency

EMPLOYMENT RESOURCES, INC.
DATE ISSUED: MAY 25, 2011
EXPIRES: 5/31/2013
PAGE 2 OF 2



CITY OF ORLANDO

Minority Business Enterprise Office

100 N. University Drive, Suite 206, Orlando, FL 32816

Phone: 407.241.2222 • Fax: 407.241.2222 • Email: minoritybusiness@cityoforlando.gov

May 28, 2013

Ms. Marcia McPherson
Employment Resources, Inc
8050 N University Drive STE 206
Tamarac, FL 33321

e-mail: ms.marcia@employmentresources.com

SUBJECT: CITY OF ORLANDO MWBE CERTIFICATION AWARD LETTER

Dear Ms. McPherson:

We are pleased to inform you that Employment Resources, Inc has been re-certified as a MWBE by the City of Orlando. This certification is valid until 5/31/2015. Certification is specifically for the approved line(s) of business specified and does not automatically certify your company in any other commodity or service. Employment Resources, Inc will be listed in the City of Orlando's MWBE Directory with the certified line(s) business listed on the following page. The directory can be accessed via the City's Internet at link provided below.

<https://cityoforlando.mwbe.com/directory.asp>

As a condition of continued certification you must file a Re-certification Application not less than sixty (60) days prior to the date of expiration of the existing certification. Failure to file this application will result in the termination of your certification. However, if at any time the ownership, control, location and/or minority/women-owned business status of your firm changes, the City of Orlando MBE Official should be notified immediately of the changes.

Please be advised that all MWBE provisions of Chapter 57, Articles II & III of the Code of the City of Orlando must be maintained in order for your firm to retain its MWBE Certification status. Be advised that failure to maintain compliance with the above noted requirements will result in termination of certification.

Your firm's participation on City of Orlando contracts will be credited only toward MWBE goals for the certified line(s) of business listed. While your participation on City of Orlando contracts is not limited to your certified line(s) of business, credit towards MWBE goals will be given only for work done in the area(s) which your firm is certified for.

Thank you for your continued interest in the City of Orlando's program.

Sincerely,

Michael Harris

Michael Harris, Chairman
Certification Board



CITY OF ORLANDO

Minority Business Enterprise Office
100 West 1st Street, Suite 1000, Orlando, Florida 32801
Tel: 407.243.1111 Fax: 407.243.1112

MINORITY/WOMEN BUSINESS CERTIFICATION Certified Line(s) of Business

EXPIRATION DATE: 5/31/2015

CERTIFICATION NUMBER: 20097517

CERTIFICATION TYPE: MWBE

COMPANY NAME: Employment Resources, Inc
8050 N University Drive STE 206
Tamarac, FL 33321

OWNER NAME: Marcia McPherson

CERTIFIED LINE(S) OF BUSINESS/SPECIALTY AREA(S):

Full Service Employment Agency

EMPLOYMENT RESOURCES, INC
CERTIFICATION DATE: 5/22/2013
EXPIRES: 5/31/2015
PAGE 2 OF 2

Vendor Information

CLOSE WINDOW



HELP

Vendor Information

Business Name Employment Resources, Inc.
Owner Marla McPherson
Address 8050 N University Drive STE 206
> Map This Address Tamarac, FL 33321
Phone 954-597-7700
Fax 954-597-7799
Email marclamc@eristaffing.com
Website

Certification Information

Certifying Agency City of Orlando
Certification Type MWBE - Minority/Women Business Enterprise
Expiration Date 5/31/2013
Certified Business Description Full Service Employment Agency

Commodity Codes

Code	Description
No assigned commodity codes for this certification.	

Customer Support

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BizNet Profile: EMPLOYMENT RESOURCES INC

Name: EMPLOYMENT RESOURCES INC
Business Description: EMPLOYMENT AGENCY
Street: 8050 N UNIVERSITY DRIVE STE 206
City: TAMARAC State: FL Zip: 33321
County: BROWARD District: DISTRICT FOUR
Phone: (954) 597-7700 Fax: (954) 597-7799
E-mail: erinc@bellsouth.net
Work Location:
County: BROWARD PALM BEACH DADE MONROE ORANGE SEMINOLE OSCEOLA
District: DISTRICT FOUR DISTRICT SIX DISTRICT FIVE
Contact: MARCIA MCPHERSON
UCP Cert. DBE State Cert.: OBE UCP Certifying Member: FDOT
First SC: 983 First NAICS: 56131
2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
2nd NAICS: 541612 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:
ACDBE: No

NOTE:
OBE stands for Other Business Enterprise indicating that the firm is not certified.

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Florida Department of Transportation 2008.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PERFORMANCE BOND

BY THIS BOND, WE, URS Energy & Construction, Inc., as Principal and _____, a corporation, as Surety, are bound to Central Florida Expressway Authority, herein called Authority, in the sum of One Million Dollars and No Cents (\$1,000,000.00), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated November 10, 2015, between Principal and Authority for Contract No. 001071, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Authority all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Authority sustains because of a default by Principal under the Contract; and
3. Performs the guarantee of all Work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notwithstanding the provisions of the Contract, the term of this bond shall apply from _____, 2015, to _____, 2016, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the Authority recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

WITNESS the signature of the Principal (Contractor) and the signature of the Surety by

_____ its _____

(Agent or Attorney-in-Fact, or otherwise)

with the seals of said Principal and Surety affixed this _____ day of _____
_____ in the year of 2015.

(Corporation must Affix Seal)

By _____

Title

Attest: _____

Secretary

(Place Surety's Corporate Seal)

Corporate Surety

By _____

Attorney-in-Fact

Agent

NOTE: Power of Attorney showing authority of Surety's Agent or Attorney-in-Fact must be attached.

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the within bond; that _____ who signed the said bond on behalf of the Principal, was then _____ of said Corporation; that I know his signature, and his signature hereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Secretary

Corporate Seal

FOR SURETY

STATE OF FLORIDA

) ss

COUNTY OF ORANGE

)

Before me, a Notary Public, duly commissioned, qualified and acting, personally appeared _____ to me well known, who being by me first duly sworn upon oath, says that he is the Attorney-in-Fact, for the _____

_____ and that he has been authorized by _____ to execute the foregoing bond on behalf of the Contractor named therein in favor of the Central Florida Expressway Authority.

Subscribed and sworn to before me this ____ day of _____, 2015, A.D.

(Attach Power of Attorney)

Notary Public
State of Florida-at-Large

My Commission Expires: _____

LEASE AGREEMENT

BASIC PROVISIONS

DATE OF LEASE: _____, 2015

EFFECTIVE DATE: The date that duplicate originals of this Lease have been executed in their final form by both parties and delivered to both parties.

LANDLORD: Central Florida Expressway Authority, a body politic and agency of the State of Florida.

TENANT: URS Energy & Construction, Inc., a Corporation registered to do business in the State of Florida.

PREMISES: Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

CONTENTS: The parties agree that the Premises have been delivered to the Tenant with the items set forth on Exhibit "B" attached hereto and incorporated by reference herein (the "Contents"). Tenant shall maintain the Contents in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

LEASE TERM: The term of this lease shall commence on December 26, 2015, and end on December 25, 2020, or unless sooner terminated in accordance with the terms and provisions of this Lease (the "Term"). Notwithstanding anything to the contrary contained herein, to the extent of any inconsistency between the terms of this Lease and the hereafter defined Contract, the Contract shall control and govern.

RENT DURING LEASE TERM: In consideration of the services to be provided by Tenant in connection with that certain Contract by and between Landlord and Tenant, dated _____, 2015 (the "Contract"), rent during the renewal period shall be zero dollars (\$0.00) per month. It being acknowledged by the parties that said services are being performed by Tenant at such prices fixed in said Contract, in part, based on Landlord providing office space to Tenant.

RENEWAL OPTION: Renewal options shall be in accordance with the Contract.

APPROXIMATE FLOOR AREA: 1,044 square feet (First Floor)
4,661 square feet (Second Floor)

PERMITTED USES: Tenant shall use the Premises for professional office use in connection with the services to be provided under the Contract and shall not use or permit the Premises to be used for any other purposes without the prior written consent of Landlord. Tenant shall maintain the Premises in such condition, order and repair as the same are in at the commencement of this Lease, normal wear and tear excepted.

**MINIMUM GENERAL
LIABILITY INSURANCE
COVERAGE:**

Tenant shall be responsible for providing the following minimum general liability insurance coverage: \$1,000,000.00 for injury or death of one person in any one accident or occurrence and in the amount of not less than \$2,000,000.00 for injury or death of more than one person in any one accident or occurrence. Such insurance shall further insure Landlord and Tenant against liability for property damage of at least \$1,000,000.00. The requirement of insurance shall not be deemed a waiver of sovereign immunity by Landlord. Further, Tenant shall obtain from their insurer a waiver of subrogation and provide evidence of same to Landlord.

NOTICE ADDRESSES:

Notices to Landlord shall be sent to:

Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807
Phone: (407) 690-5000
Fax: (407) 690-5011

With Copy To:

Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Phone: (407) 690-5000
Fax: (407) 690-5011

Notices to Tenant shall be sent to:

URS Energy & Construction, Inc.
4974 ORL Tower Road
Orlando, FL 32807

With Copy To:

URS Energy & Construction, Inc.
Attn: Brad White
10276 NW 47th Street
Sunrise, FL 33351

**CONDITION OF
PREMISES:**

The Tenant has fully examined the Premises, including the location and condition of all walls, air conditioning, heating and lighting facilities, and appliances, and Tenant is satisfied with the physical and mechanical condition thereof, and the taking of possession by Tenant is conclusive evidence of receipt of them in good order and repair, and

with full knowledge of their condition. No representations as to the condition of the Premises nor their state of repair have been made except as are contained in this Lease. Tenant agrees that no promise to decorate, alter, repair or improve the Premises or in any way maintain the Premises has been made by Landlord, except as contained in this Lease.

This Lease consists of the foregoing Basic Provisions, the following General Provisions, and the exhibits attached hereto, all of which are incorporated herein by this reference. If there are any inconsistencies between the Basic Provisions and the General Provisions, the General Provisions shall prevail. If there are any inconsistencies between the exhibits and the Basic Provisions or General Provisions, then the Basic Provisions and General Provisions shall prevail.

THIS IS INTENDED TO BE A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND ANY OF THE TERMS OF THIS LEASE, SEEK LEGAL COUNSEL.

“LANDLORD”
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY, a public
Corporation of the State of Florida

ATTEST:

Darleen Mazzillo, Executive Secretary

By: _____
Laura Kelley, Executive Director

Date: _____

APPROVED AS TO FORM AND LEGALITY

By: _____
Joseph L. Passiatore, General Counsel

Date: _____

Witnesses To Tenant

“TENANT”
URS ENERGY & CONSTRUCTION, INC., a Corporation
registered to do business in the State of Florida

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

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GENERAL PROVISIONS

1. **PREMISES.** Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord, on the terms and conditions hereinafter set forth, that certain space (herein called "Premises"), the location and dimensions of which are delineated on Exhibit "A" attached hereto and incorporated by reference herein.

2. **USE.** Tenant shall use the Premises solely for the Permitted Use as set forth in the Basic Provisions and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

3. **RENT.** The provision of Rent shall be as set forth in the Basic Provisions.

4. **TERM.** The term of this Lease shall be for the Term set forth in the Basic Provisions. However, either party hereto shall have the right at its option to terminate the Lease upon 30 days written notice to the other. The parties hereto acknowledge that certain obligations under various provisions hereof may commence prior to the Commencement Date; i.e., provisions regarding indemnification, liability insurance, etc., and the parties agree to be bound by these provisions prior to commencement of the Term. Further, notwithstanding anything to contrary in this Lease, the parties acknowledge and agree that Tenant's occupancy of the Premises and this Lease shall terminate prior to the completion of the Term upon the occurrence of one or more of the following: (1) thirty (30) day written notice by the Landlord or Tenant to the other party of the termination of the Lease; (2) the expiration or termination of the Contract; (3) the failure of the Contract to be renewed by the Landlord; or (4) Tenant's failure to comply with the terms of this Lease or Tenant's default as more specifically provided in Section 19. Upon the occurrence of one or more of the foregoing events or the expiration of the Term, the Tenant shall surrender possession of the Premises and Contents to the Landlord in accordance with these General Provisions.

5. **SECURITY DEPOSIT.** Tenant has not deposited with Landlord a Security Deposit.

6. **USES PROHIBITED.** Tenant shall not use the Premises for any purpose other than as set forth in the Basic Provisions. In addition, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which is not within the Permitted Use of the Premises as set forth in the Basic Provisions or which will in any way increase the existing rate of or affect any fire or other insurance upon the Property or any of its contents, or cause a cancellation of any insurance policy covering said Property or any part thereof or any of its contents. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Property or injure or annoy them or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or allow to be committed any waste in or upon the Premises. Tenant shall not use the Premises for any purpose which generates an odor or smell which can be detected outside the Premises.

7. **COMPLIANCE WITH LAW.** Tenant shall not use the Premises, or permit anything to be done in or about the Premises, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements not in force or which may be hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition, use or occupancy of the Premises excluding structural changes not related to or affected by Tenant's

improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord be a party thereto or not, that Tenant has violated any law, statute, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between the Landlord and Tenant. Landlord does not warrant or represent that the Premises or the Property comply with the Americans with Disabilities Act ("ADA"). It shall be the responsibility of the Landlord to comply, at Landlord's sole expense, with the ADA as to any portion of the Property outside of the Premises, and it shall be the responsibility of the Tenant to comply with the ADA as to the Premises.

8. ALTERATIONS AND ADDITIONS. Tenant shall not make or allow to be made any alterations, additions or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord, and any alterations, additions or improvements to or of said Premises, including but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures provided such movable furniture and trade fixtures are not part of the Contents, shall at once become a part of the realty and belong to the Landlord and shall be surrendered with the Premises. All items which constitute Contents shall belong to the Landlord and shall be surrendered with the Premises. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense and in compliance with all applicable law. Upon the expiration or sooner termination of the term hereof, Tenant shall upon written demand by Landlord, given on or before the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, remove any alterations, additions, or improvements made by Tenant, designated by Landlord to be removed, and Tenant shall forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Premises caused by such removal.

9. REPAIRS.

(a) By entry hereunder, Tenant shall be deemed to have accepted the Premises as being in good sanitary order, condition and repair. Tenant shall, at Tenant's sole cost and expense, keep the Premises and every part thereof in good condition and repair. Tenant shall, upon the expiration or sooner termination of this Lease hereof, surrender the Contents and Premises to the Landlord in good condition, broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted. Any damage to adjacent premises caused by Tenant's use of the Premises shall be repaired at the sole cost and expense of Tenant. Specifically but not by way of limitation, Tenant shall not use or utilize the plumbing fixtures or systems installed in or serving the Premises for any purpose other than for such purposes for which they are intended, and no substance other than substances intended to be disposed of in such plumbing shall be deposited therein. Tenant shall bear the sole expense of correcting any violation of the immediately preceding sentence.

(b) Notwithstanding the provisions of Section 9(a) above, Landlord, at Landlord's cost, shall repair and maintain the structural portions of the Property, together with (1) roof; (2) foundation; (3) exterior walls; (4) any load bearing interior walls of the Premises; (5) below grade plumbing lines; and the electric, plumbing, life/safety and all other building systems serving the Premises; and (6) common areas, unless such need for such maintenance and repairs is caused in part or in whole by the willful act or gross negligence of Tenant, its agents, servants, employees, invitees, or any damage caused by breaking and entering in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Absent the gross negligence or willful misconduct of Landlord, its employees, agents or contractors, there shall be no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances and equipment therein, provided, however, the foregoing shall not be construed or act as a waiver of Landlord's right of sovereign immunity.

Tenant waives the right to make repairs at Landlord's expense under any law, statute or ordinance now or hereafter in effect.

10. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Landlord may require, at Landlord's sole option, that Tenant shall provide to Landlord, at Tenant's sole cost and expense, a payment and performance bond in an amount equal to the contract amount for the cost of any improvements, additions or alterations in the Premises which the Tenant desires to make to insure Landlord against any liability for construction liens and to insure completion of the work. No construction liens shall be placed against the Landlord's title in the Premises for or on account of the construction of any improvement upon the Premises or any repair, alterations, demolition, or removal of such improvement, or for any other purpose, by any laborer, contractor, materialman, or other person contracting with Tenant. All laborers, mechanics, materialmen, contractors, subcontractors, and others are called upon to take due notice of this clause, it being the intent of the parties hereby to expressly prohibit any such lien against the Landlord's title or interest by the use of this language as and in the manner contemplated by Section 713.10 of the Florida Statutes. Tenant agrees to promptly pay or bond any liens, and further agrees to indemnify and save harmless the Landlord from and against any loss, cost or expense occasioned by any lien prohibited hereby, including the cost and expense of defending or removing the same, whether the claim therefor be with or without merit or valid or invalid. Further, the Tenant agrees to promptly notify any contractor making any improvements to the Premises of the provisions of this Lease contained in this paragraph. The Landlord and the Tenant agree that a short form memorandum of this Lease may be recorded in the Public Records of the county and state in which the Premises are located, containing the language of this clause, the name of the Landlord, and the legal description of the leased lands. It is the intent of this language to comply with Section 713.10 of the Florida Statutes, as amended.

11. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the said Premises, or any portion thereof, without first obtaining the written consent of Landlord. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Consent to any such assignment or subletting shall in no way relieve Tenant of any liability under this Lease. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Landlord, constitute a default under the terms of this Lease.

In the event that Landlord shall consent to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable fees, not to exceed \$1,000.00, incurred by Landlord in connection with the processing of documents necessary to giving of such consent. Notwithstanding anything to the contrary set forth in this Lease, Tenant may assign or sublet the Premises for the uses set forth herein upon Landlord's consent, which consent shall not be unreasonably withheld, conditioned or delayed: (i) to any parent, subsidiary or affiliate of Tenant, (ii) to any corporation or other entity with or into which Tenant shall be merged or consolidated or (iii) to any corporation or other entity purchasing or otherwise receiving substantially all of the assets or corporate stock of Tenant.

12. HOLD HARMLESS. Tenant shall indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants and agents against and from any and all claims and actions arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by the Tenant in or about the Premises, and shall further indemnify and hold harmless Landlord and Landlord's appointed officials, officers, employees, consultants, and agents against and from any and all claims and actions arising from any breach or default the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of the Tenant, or any officer, agent, employee, guest or invitee of Tenant, and from all costs, reasonable attorney's fees, losses, and liabilities incurred in or about the defense of any such

claim or any action or proceeding brought thereon. In case any action or proceeding is brought against Landlord or Landlord's appointed officials, officers, employees, consultants, or agents by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises, from any cause other than Landlord's negligence, and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Property or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence or willful misconduct of Landlord, its agents, servants or employees. Landlord or its agents shall not be liable for interference with the light, air, or for any latent defect in the Premises.

13. SUBROGATION. Landlord and Tenant hereby mutually waive their respective rights of recovery against each other for any loss insured by fire, extended coverage and other property insurance policies existing for the benefit of the respective parties. Each party shall obtain from their insurers the applicable waivers and provide evidence of same to the other party. Each party, at their own cost, shall obtain any special endorsements, if required by their insurer to evidence compliance with the aforementioned waiver.

14. LIABILITY AND PROPERTY INSURANCE.

(a) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of comprehensive public liability insurance insuring Landlord, Landlord's property manager, and Tenant against any liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be in the amount of not less than the Minimum General Liability Coverage amounts set forth in the Basic Provisions. The limit of any such insurance shall not, however, limit the liability of the Tenant hereunder. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto together with a list identifying the Premises as a covered property and a Schedule of Values. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, but at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better in "Best's Key Rating Guide". Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage without 30 days notice to Landlord. All such policies shall be written as primary policies not contributing with and not in excess of coverage which Landlord may carry.

(b) Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of personal property insurance covering Tenant's personal property located on the Premises as well as any improvements made by Tenant to the Premises and of the Contents.

15. UTILITIES. Landlord shall pay for all water, gas, heat, light, power, sewer charges, telephone service, janitorial costs, regular pest controls and all other services and utilities supplied to the Premises, together with any taxes thereon.

16. PERSONAL PROPERTY TAXES. Tenant shall pay, or cause to be paid, before delinquency any and all taxes levied or assessed and which become payable during the term hereof upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and any other personal property located in the Premises. In the event any or all of the Tenant's leasehold improvements, equipment, furniture, fixtures and other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord its

share of such taxes within ten days after delivery to Tenant by Landlord of a statement in writing setting forth the amount of such taxes applicable to Tenant's property.

17. RULES AND REGULATIONS. Tenant shall faithfully observe and comply with the rules and regulations that Landlord shall from time to time promulgate and/or modify. The rules and regulations shall be binding upon the Tenant upon delivery of a copy of them to Tenant. Landlord shall not be responsible to Tenant for the nonperformance of any said rules and regulations by any other tenants or occupants.

18. ENTRY BY LANDLORD. Landlord reserves, and shall at any and all times have, the right to enter the Premises to inspect the same, to submit said Premises to prospective lenders, purchasers or tenants, to post notices of non-responsibility, to repair the Premises and any portion of the Property of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, always providing that the entrance to the Premises shall not be unreasonably blocked thereby, and further providing that the business of the Tenant shall not be interfered with unreasonably. Tenant hereby waives any claim for damages or for any injury or inconvenience with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall have the right to use any and all reasonable means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property and any entry to the premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof.

19. TENANT'S DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by the Tenant where such failure shall continue for a period of twenty days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than twenty days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commences such cure within said twenty day period and thereafter diligently prosecutes such cure to completion.

(b) The making by Tenant of any general assignment or general arrangement for the benefit of creditors, or the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition filed against Tenant, the same is dismissed within 60 days), or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within 30 days, or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within 30 days.

20. REMEDIES IN DEFAULT. In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with written notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) Terminate Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event Landlord shall be entitled to recover from Tenant all damages actually incurred by Landlord by reason of Tenant's default including, but not limited to the cost of recovering possession of the Premises and reasonable attorney's fees

(b) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Florida.

21. DEFAULT BY LANDLORD. Landlord shall not be in default unless Landlord fails to perform obligations required of Landlord within a reasonable time, but in no event later than twenty days after written notice by Tenant to Landlord, specifying wherein Landlord has failed to perform such obligation, provided, however, that if the nature of Landlord's obligation is such that more than twenty days are required for performance then Landlord shall not be in default if Landlord commences performance within such twenty day period and thereafter diligently prosecutes the same to completion. In the event of Landlord's default, Tenant's remedies shall be limited to specific performance and/or an injunction.

22. RECONSTRUCTION. In the event the Premises are damaged by fire or other perils covered by extended coverage insurance, Landlord agrees to either repair same to the extent of insurance proceeds received or to provide mutually acceptable substitute Premises, and this Lease shall remain in full force and effect.

In the event the Premises are damaged as a result of any cause other than the perils covered by fire and extended coverage insurance, then Landlord shall forthwith repair the same, provided the extent of the destruction be less than 10% of the then full replacement cost of the Premises. In the event the destruction of the Premises is to an extent of 10% or more of the full replacement cost then Landlord shall have the option to: (1) repair or restore such damage, this Lease continuing in full force and effect, or (2) give notice to Tenant at any time within 60 days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than 30 days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of the Tenant in the Premises shall terminate on the date so specified in such notice.

Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any leasehold improvements, fixtures, or other personal property of Tenant or of the Contents.

23. EMINENT DOMAIN. If any portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, either party hereto shall have the right at its option, within 60 days after said taking, to terminate the Lease upon 30 days written notice. If any part of the Property other than the Premises may be so taken or appropriated, Landlord shall within 60 days of said taking have the right at its option to terminate this Lease upon written notice to Tenant. In the event of any taking or appropriation whatsoever, Landlord shall be entitled to any and all awards and/or settlements which may be given and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

24. PARKING AND COMMON AREAS. The Landlord shall keep the automobile parking and common areas which are a part of the Property in a neat, clean and orderly condition and shall repair any damage to the facilities thereof. Tenant, for the use and benefit of Tenant, its agents, employees, customers and licensees, shall, subject to the rights of tenants in the Property having the exclusive right to use certain portions of the common and automobile parking areas, have the non-exclusive right in common with Landlord, and other present and future owners, tenants and their agents, employees, customers and licensees, to use said common and parking areas during the entire Term for ingress and egress, and automobile parking. The Tenant, in the use of said common and parking areas, agrees to comply with such reasonable rules, regulations and charges for parking as the Landlord may adopt from time to time for the orderly and proper operation of said common and parking areas. Such rules may include but shall not be limited to the following: (1) the restricting of employee parking to a limited, designated area or areas, and (2) the regulation of the removal, storage and disposal of Tenant's refuse and other rubbish at the sole cost and expense of Tenant. Landlord shall have the right to alter the common areas and/or automobile parking areas from time to time.

25. HAZARDOUS SUBSTANCES. Tenant covenants that Tenant will not generate, store, use, handle, discharge, or release hazardous waste materials on the Premises contrary to applicable law. Tenant agrees to save harmless, defend, and indemnify Landlord against all loss, liability, claims, expenses and damage resulting from any storage or disposal of hazardous waste materials on the Premises by Tenant, including but not limited to court costs, attorney fees, fines, forfeitures, clean up expenses, repairs, loss of use of property, and all similar or dissimilar losses. This indemnity agreement shall continue in full force and effect after termination of this Lease. The term "hazardous waste materials" includes all chemicals, substances, and materials which are defined to be hazardous or toxic waste or hazardous substances in any federal or state statute, or any local ordinance, or any regulation adopted by any state, federal or local agency, and shall include without limitation asbestos, polychlorinated-biphenyls, and petroleum derived substances.

26. ABANDONMENT/SURRENDER. At the expiration or sooner termination of this Lease, Tenant shall surrender and deliver up the Premises in first class repair and condition, ordinary wear and tear alone excepted, and Tenant shall remove from the Premises all of Tenant's personal property. Upon surrender or abandonment by the Tenant, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Any personal property left or remaining on the Premises at the end of the term (either by expiration or sooner termination) shall be considered abandoned by Tenant and, at the option of the Landlord, may either be retained by Landlord as Landlord's property or may be removed and disposed of by Landlord at Tenant's expense.

27. MISCELLANEOUS PROVISIONS.

(a) Exhibits and Riders. Clauses, exhibits, riders and addendums, if any, affixed to this Lease are a part hereof.

(b) Waiver. The waiver by a party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding default by Tenant of any term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding default at the time of the acceptance of such rent.

(c) Joint Obligation. If there is more than one Tenant the obligations hereunder imposed shall be joint and several.

(d) Marginal Headings. The marginal headings and article titles to the articles of the Lease are not a part of the Lease and shall have no effect upon the construction or interpretation of any part hereof.

(e) Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

(f) Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, inure to the benefit of and are binding upon the heirs, successors, executors, administrators and assigns of the parties hereto.

(g) Recordation. Neither Landlord nor Tenant shall record this Lease; but a short form memorandum hereof may be recorded at the request of Landlord.

(h) Quiet Possession. Upon Tenant observing and performing all of the covenants, conditions and provisions of Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

- (i) **Venue.** The terms and conditions of this Lease shall be construed and controlled in accordance with the laws of Florida; venue for any action arising hereunder shall be in Orange County, Florida.
- (j) **Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties herein.
- (k) **Inability to Perform.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, labor troubles, acts of God, or any other cause beyond the reasonable control of the Landlord.
- (l) **Partial Invalidity.** Any provision of this Lease which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other valid provision shall remain in full force and effect.
- (m) **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.
- (n) **Choice of Law.** This Lease shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue of any action brought hereunder shall lie in the county in which the Premises are located.
- (o) **Attorneys' Fees.** In the event of any litigation arising out of this Lease, including without limitation appellate proceedings, bankruptcy cases, hearing and matters, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.
- (p) **Sale of Premises by Landlord.** Tenant must be properly notified in writing in the event of any sale of the Premises by Landlord. Upon such sale Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.
- (q) **Subordination, Attornment.** Tenant covenants and agrees that this Lease and the Tenant's rights hereunder shall be and is hereby made subject to and subordinate to all existing mortgages, deeds of trust, security interests and other rights of the Landlord's creditors secured by the Premises, as well as any such mortgages, deeds of trust, security interest and other rights of Landlord's creditors which may hereafter be created. The provisions of this paragraph shall be self-operative, but the Tenant covenants and agrees that it will, upon request of the Landlord, in writing subordinate its rights hereunder to the lien of any mortgage or deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the Premises, and to all advances made or hereafter to be made upon the security thereof.

In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by the Landlord covering the Premises, the Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such

purchaser as the Landlord under this Lease. Tenant must be properly notified in writing upon commencement of such action or proceeding.

(r) Notices. All notices and demands which may or are to be required or permitted to be given by either party on the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be delivered in person or sent by United States certified mail, return receipt requested, postage prepaid, addressed to the Tenant at the Premises, and to the address set forth in the Basic Provisions, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands by the Tenant to the Landlord shall be sent by United States Mail, certified mail, return receipt requested, postage prepaid, addressed to the Landlord at the address set forth in the Basic Provisions, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant. All notices delivered in person shall be deemed given on the day of delivery and all notices given by United States certified mail, return receipt requested shall be deemed given three days after the date of mailing.

(s) Tenant's Statement. Tenant shall at any time and from time to time, upon not less than ten (10) days written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as so modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, (b) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of the Landlord hereunder, or specifying such defaults if any are claimed, (c) setting forth the date of commencement of rents and expiration of the term hereof, (d) acknowledging that Tenant claims no present charge, lien or offset against rent, (e) acknowledging that Landlord has performed all inducements required of Landlord with this Lease, including without limitation any construction obligations, (f) agreeing to give Landlord's mortgagee written notice of Landlord's default and to permit the mortgagee to cure such default with a reasonable time after such notice before exercising any remedy Tenant might possess as a result of such default, and (g) such other matters as may be reasonably required by Landlord's mortgagee or purchaser. Any such statement may be relied upon by the prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

(t) Radon Gas. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your County Public Health Unit.

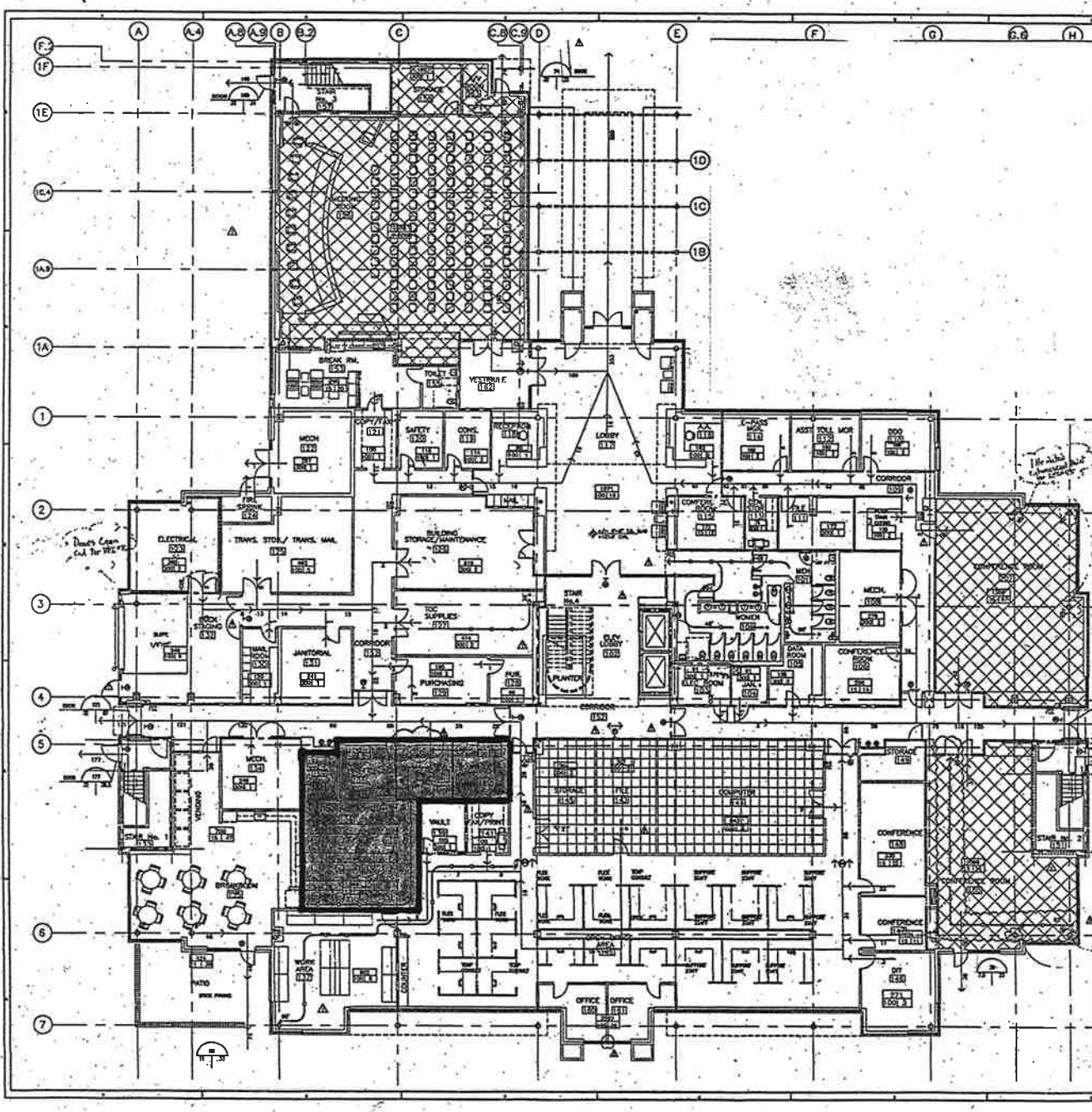
(u) Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between Landlord and Tenant or between Landlord and any other party, or cause Landlord to be responsible in any way for the debts or obligations of Tenant or anyone else.

(v) Corporate Authority; Partnership Authority. If Tenant is a corporation, each person signing this Lease on behalf of Tenant represents and warrants that he or she has full authority to do so and that this Lease binds the corporation.

28. WAIVER OF JURY TRIAL. In the interest of obtaining a speedier and less costly hearing of any dispute, Landlord and Tenant hereby expressly waive trial by jury in any action, proceeding or counterclaim which may be brought by either party against the other and any rights to a trial by jury under any statute, rule of law or public policy in connection with any matter whatsoever arising out of or in any way relating to this Lease.

EXHIBIT "A"

FLOOR PLAN SHOWING LOCATION OF PREMISES



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADMINISTRATION AND OPERATIONS CENTER

First Floor Space to be occupied by
URS Energy & Construction, Inc.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
ADMINISTRATION AND OPERATIONS CENTER

Second Floor Space to be occupied by
URS Energy & Construction, Inc.

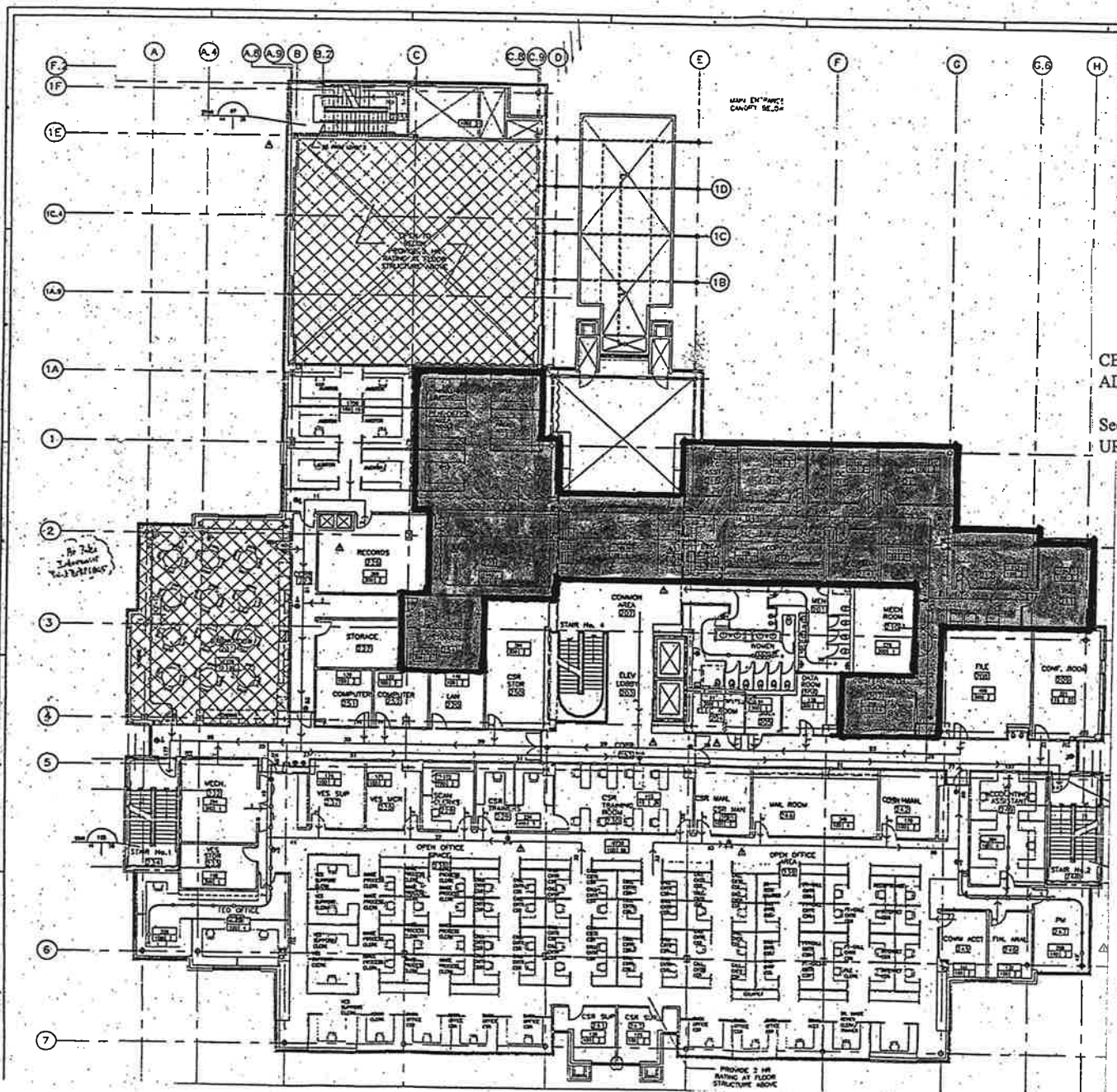


EXHIBIT "B"

LIST OF CONTENTS

All fixtures, furniture and equipment located within the Premises, excluding only computer equipment and any leased equipment which Tenant has leased from a third-party under which Tenant has a continuing financial obligation.

G. 2.

AWARD OF CONTRACT TO
SOUTHLAND CONSTRUCTION
FOR WEKIVA PARKWAY
PROJECT NO. 429-204



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

WEKIVA PARKWAY SYSTEMS INTERCHANGE



PROJECT 429-204

SYSTEMS INTERCHANGE (SR 429 AND SR 453)

Systems Interchange extending Wekiva Parkway northeast toward Sanford and northwest toward Mount Dora

SR 429 portion of project begins north of Kelly Park Road & ends west of Morris Access Road for a total of 1.519 miles

SR 453 portion of project begins north of Kelly Park Road & ends at Lake County Line for a total of 1.576 miles



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



PROJECT 429-204

SYSTEMS INTERCHANGE (SR 429 AND SR 453)

Bid Information:

- Bids received October 20, 2015
- 7 bids received
- Engineers' Estimate: \$84,280,648.95
- Low Bid: \$79,625,302.60 (Southland Construction)
- Anticipated NTP date: January 4, 2016
- Construction duration: 730 calendar days
- Open to traffic date: January 2018

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



PROJECT 429-204

SYSTEMS INTERCHANGE (SR 429 AND SR 453)


Board Request:

**Approval for award of contract to
Southland Construction for
Wekiva Parkway Project 429-204**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller 
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract for
S.R. 429 (Wekiva Parkway) Systems Interchange
Contract No. 001123; Project No. 429-204

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on October 20, 2015, for the referenced project. Bid results were as follows:

<u>Bidder</u>	<u>Bid Amount</u>
1. Southland Construction, Inc.	\$79,625,302.60
2. SEMA Construction, Inc.	\$86,843,333.00
3. Johnson Bros. Corporation, A Southland Company	\$87,721,333.57
4. Superior Construction Company	\$88,688,022.98
5. Ranger Construction Industries	\$90,945,599.79
6. Prince Contracting, LLC	\$107,057,000.00
7. Hubbard Construction Company	\$107,419,049.25

The Engineer's Estimate for this project is \$84,280,648.95.

The Procurement Department has evaluated all bids and has determined the bid from Southland Construction, Inc. (Southland), to be responsible and responsive to the bidding requirements. Award of the contract to Southland in the amount of \$79,625,302.60 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001123 (the "Contract"), made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and SOUTHLAND CONSTRUCTION, INC., 172 West Fourth Street, Apopka, Florida 32703, hereinafter the CONTRACTOR:

WITNESSETH: The CONTRACTOR shall, for the consideration herein mentioned and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents (and under security as set forth in the attached Public Construction Bond) all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to inspect the materials furnished and the work done under this Contract.

The work to be done under this Contract includes construction of all items associated with Project No. 429-204, S.R. 429 Systems Interchange, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 730 calendar days. The Contract Amount is \$79,625,302.60. This Contract was awarded by the CFX Board of Directors at its meeting on November 12, 2015.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda, modifying the General Specifications, Technical Specifications, Special Provisions, Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Standard Specifications,
9. The Design Standards, and
10. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first set forth above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

SOUTHLAND CONSTRUCTION, INC.

By: _____

Title

ATTEST: _____ (Seal)

Approved as to form and execution, only.

General Counsel for CFX

G. 3.

UPDATED ANALYSIS OF PROPOSAL TO ADD IN-HOUSE LEGAL SERVICES

CFX Legal Staffing Proposal Cost Comparison

	Shutts	Winderweedle
Parcels in Litigation	67	29
Estimated Legal Fees to Complete (70% of all-in estimate)	\$4,550,000	\$1,400,000
Average Cost per Parcel	\$67,910	\$48,276

	One Add'l Attorney with Support Staff	Two Add'l Attorneys with Support Staff
1ST YEAR		
Office Space ¹	\$2,250	\$4,500
Furniture	\$16,000	\$32,000
Phone/Technology Infrastructure	\$8,000	\$16,000
Attorney Salaries/Benefits	\$201,000	\$402,000
Administrative Assistant/Paralegal Salaries/Benefits	\$70,000	\$154,285
Office Supplies/Add'l Incidental Budget	\$8,000	\$16,000
TOTAL 1ST YEAR COST	\$305,250	\$624,785

2ND YEAR²		
Attorney Salaries/Benefits	\$207,030	\$414,060
Administrative Assistant/Paralegal Salaries/Benefits	\$72,100	\$158,914
Office Supplies/Add'l Incidental Budget	\$8,240	\$16,480
TOTAL 2ND YEAR COST	\$287,370	\$589,454

2 YEAR SUMMARY OF COSTS:	\$592,620	\$1,214,239
Minimum parcels reassigned to in-house attorney	25	50
Average Cost per Parcel	\$23,705	\$24,285

¹ Capital investment needed to build out conference room to office space depreciated over 30 years useful life (\$67,000 for 2 offices; \$135,000 for 4 offices)

\$2,250	\$4,500
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² Assumes 3% increase in costs per year

CFX Legal Staffing Proposal Cash Outlay Comparison

	Shutts	Winderweedle
Parcels in Litigation	67	29
Estimated Legal Fees to Complete (70% of all-in estimate)	\$4,550,000	\$1,400,000
Average Cash Outlay per Parcel	\$67,910	\$48,276

	One Add'l Attorney with Support Staff	Two Add'l Attorneys with Support Staff
1ST YEAR		
Capital investment needed to build out conference room for office space	\$67,500	\$135,000
Furniture	\$16,000	\$32,000
Phone/Technology Infrastructure	\$8,000	\$16,000
Attorney Salaries/Benefits	\$201,000	\$402,000
Administrative Assistant/Paralegal Salaries/Benefits	\$70,000	\$154,285
Office Supplies/Add'l Incidental Budget	\$8,000	\$16,000
TOTAL 1ST YEAR CASH OUTLAY	\$370,500	\$755,285

2ND YEAR		
Attorney Salaries/Benefits	\$207,030	\$414,060
Administrative Assistant/Paralegal Salaries/Benefits	\$72,100	\$158,914
Office Supplies/Add'l Incidental Budget	\$8,240	\$16,480
TOTAL 2ND YEAR CASH OUTLAY	\$287,370	\$589,454


2 YEAR SUMMARY OF CASH COSTS:	\$657,870	\$1,344,739
Minimum parcels reassigned to in-house attorney	25	50
Average Cash Outlay per Parcel	\$26,315	\$26,895

Assumes 3% increase in costs per year

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board
Laura Kelley, Executive Director

FROM:  Joseph L. Passiatore, General Counsel

DATE: October 1, 2015

SUBJECT: Cost Saving Analysis for Right of Way Legal Services

The attached August 28, 2015 memo from right of way counsel, Shutts & Bowen LLP, sets forth a request and justification for additional funding of \$6.5M in order to complete the firm's condemnation work on the Wekiva Parkway.

This memo was presented to the Right of Way Committee on September 23rd and the Committee unanimously passed a motion to recommend a one year contract renewal and additional funding of six million dollars (\$6,000,000.00).

The amount of the funding request combined with the fact that right of way counsel ultimately reports to the Board, warrants a discussion by the Board relative to the future use of outside counsel for the acquisition of right of way for CFX projects.

CONTRACT STATUS

In addition to the Shutts & Bowen contract, there are other expiring legal services contracts and additional funding decisions which need to be made by the Board.

In particular, the following events have or are about to occur:

- 1) As noted above, the funding for the contract with **Shutts & Bowen LLP** has been depleted. This firm is handling Sections 203, 204, 205 and 206 of the Wekiva project as well as the closings with Farmland Reserve, Suburban Land Reserve and All Aboard Florida for S.R. 528 right of way. The current contract amount is \$5,035,000.

As of July 13, 2015 the amount of expert's fees and costs incurred and booked against the contract was \$2,222,830.30. The total legal fees and costs incurred by Shutts & Bowen is \$2,714,988.90. Together these amounts total \$4,937,819.20 and left a balance of only \$97,180.80 in relation to the not-to-exceed contract amount.

- 2) The current third one year renewal of the **Winderweedle, Haines, Ward & Woodman, P.A. (“WHWW”)** contract will expire on October 30, 2015. This firm was originally retained in August 2007 and is primarily handling 29 parcels in Sections 201, 202 and 204 of the Wekiva Parkway project, the Mattamy easement transfer to All Aboard Florida (“AAF”) and surplus property transactions. There is currently \$342,627.99 remaining in contract balance.
- 3) The funding for the contract with **Lowndes, Drosdick, Doster, Kantor & Reed, P.A. (“LDDKR”)** has been depleted. This firm is handling the four Project Orlando parcels at the Kelly Park interchange and vicinity. These parcels have been acquired by order of taking, but are set for one week valuation trial in late March 2016. The CFX appraisals total \$12,234,500 and the owner’s appraisals will be furnished on October 15th. The property owner has already filed and lost one appeal over the taking of parcel 267. The total contract amount is \$450,000, but the current balance is only \$5,578.38.
- 4) **Mateer & Harbert** was hired to acquire the Carlsbad, Bal Bay and Neo parcels on S.R. 528 and the firm has successfully obtained purchase agreements on all three parcels. Closings with the owners and All Aboard Florida are currently being scheduled. The original contract amount was \$930,500.00, and as of August 31st there was a remaining balance of roughly \$850,000.

As our office has previously informed the Board, among the reasons these contracts need additional funding are the accelerated time frame of the TIFIA loan, the fact that the firms contract directly with the experts to preserve work product privilege, the unanticipated heavy workload generated by the multi-modal corridor and, at least in some Wekiva cases, overly litigious counsel for property owners.

As part of our office’s effort to limit costs, we previously reassigned eight Wekiva Parkway Project parcels from the private firms and kept the S.R. 417/528 interchange parcel for in-house handling.

COST ANALYSIS

The question has been raised as to whether this work could be performed more efficiently and at a lower cost using in-house attorneys. For the most part, the current standard rate is \$250 an hour for partners and \$200 for associates. Obviously government lawyers are paid less on an hourly basis, but burden must be added to their hourly rate.

If the Board were inclined to absorb this function in-house in order to lessen reliance on outside counsel, I would recommend additional in house staffing of two senior attorneys

with litigation experience, one paralegal and one legal secretary. Staffing at a lesser level is an option, but it would be inadequate to absorb the lion's share of the 100 parcels currently in litigation. (67 for **Shutts**, 29 for **WHWW** and 4 for **LDDKR**.)

The market rate for senior government condemnation litigators is approximately \$95,000-\$140,000 commensurate with qualifications and experience. An experienced paralegal would be \$45,000 - \$60,000. A legal secretary would require another \$35,000 - \$45,000. Assuming the high end of these salaries, the total would be \$385,000. Further assuming a burden rate of 40%, the annual total is \$539,000.00.

Thus, based upon the assumption that the Wekiva parcels can be resolved in 3 years, the total in-house cost excluding expert fees and costs, is approximately \$1.6M over the three year period.

Evaluating this cost solely against the \$6M request, and again using the 3 year horizon, the cost of outside counsel, excluding expert fees at roughly 30%, totals \$1.4M per year or \$4.2M over the three year period.

Another basis of comparison would be to calculate a private attorney billing at a \$250 hourly rate multiplied times 2000 hours which equals \$500,000 per year. The same government attorney earning \$140,000 per year with burden of 40% would cost CFX \$196,000.00.

LOGISTICAL AND QUALITATIVE ANALYSIS

At this point, it must be noted that even with this additional staffing there would still be a need albeit reduced, for outside counsel involvement during a transition period. There are 18 trials with significant ranges in dollar value currently set for 2015 and 2016 including the Project Orlando cases. Changing trial counsel mid-stream most likely is not in CFX's best interests and the trial courts are not likely to grant continuances.

Moreover, even an expedited recruiting and hiring process would last through the end of November 2015 with the earliest start date being in January of next year. Office and equipment accommodations for the new personnel would need to be prioritized.

Lastly, in making an organizational change of this magnitude, the question arises as to CFX's need for future right of way acquisition services. Currently CFX is experiencing a heavy acquisition workload due to both the Wekiva Parkway and the S.R. 528 multi modal corridor.

The question is whether in 2-3 years the demand will be constant to justify the expanded in house legal staff. Discussion with the Engineering and Finance Departments concerning the need for right of way on projects in the Five Year Plan indicates that the S.R. 408 eastern extension will be the next project to generate significant right of way

acquisition. Assuming a 2-3 year time frame for development and approval of the PD&E would mean that there would be additional work at about the time the Wekiva Parkway parcels are finally completed.

OPTIONS

Ultimately how these legal services should be delivered is a quintessential policy decision for the Board and there are many different options available to it including the following:

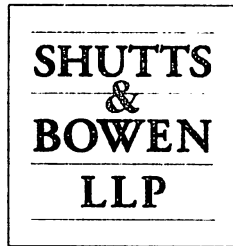
- 1) Continue on with the status quo arrangement of utilizing the private firms with the existing in-house staff taking cases as workload allows;
- 2) Begin the full-fledged transition to an in-house acquisition and condemnation section in the legal department authorizing the General Counsel to immediately commence the hiring process for the four new positions as outlined above with the Finance and HR Departments making the necessary budget and manning table adjustments;
- 3) Authorize a phased transition by hiring just one condemnation lawyer and one paralegal to begin the process of reassigning cases in-house while still utilizing outside counsel on a more limited basis and revisiting the issue in February before the **Shutts'** contract expires.

REQUESTED ACTIONS

Whichever option the Board chooses, there is an immediate need to do the following:

- 1) Approve Supplemental Amendment No. 3 listed as Item 19 on the consent agenda to provide \$2M additional funding to the **Shutts'** contract for the duration of the current term until February 27, 2016;
- 2) Authorize extension of the **WHWW** contract currently set to expire on November 1, 2015 for a period of four months until February 27, 2016 with no additional funding added to the contract;
- 3) Authorize the preparation of Supplemental Amendment No. 4 to the **LDDKR** contract to be brought to the Right of Way Committee on October 28th and the Board on November 12th providing legal and expert cost funding sufficient to complete the Project Orlando parcels trial next year.

Chairman Cadwell will lead the discussion on this item and our office will be available to answer questions at the October 8th Board meeting.



Founded 1910

MEMORANDUM

TO: Laura Kelley, Executive Director CLIENT-MATTER NO.: 19125
Joseph L. Passiatore, General Counsel

FROM: Kenneth W. Wright, Esq.
David A. Shontz, Esq.

DATE: August 28, 2015

RE: Request for Supplemental Agreement No. 2 to Shutts & Bowen LLP
General Right-of-Way Counsel Services - Contract No. 000930

As you are aware, on February 27, 2013, CFX (in its former structure as OOCEA) entered into a contract with Shutts & Bowen LLP for General Right-of-Way Counsel Services for a three-year period for a not-to-exceed amount of \$2,535,000 based on the hourly rates attached to the price proposal, with the possibility of two one-year renewals.

On or about November 19, 2014, CFX entered into supplemental agreement no. 1 with Shutts & Bowen increasing the not-to-exceed amount of the contract by \$2,500,000, to a total of \$5,035,000. As part of supplemental agreement no. 1, Shutts & Bowen voluntarily agreed to lower its hourly rates from those previously agreed to under the original price proposal.

Please keep in mind that included in the not-to-exceed amount are the all of the fees and costs of experts retained by Shutts & Bowen, on behalf of the CFX, directly related to the right-of-way acquisitions for the Wekiva Parkway parcels.

Additionally, the Shutts & Bowen invoices to date have also included nearly \$580,000 in fees and costs arising out legal services requested by CFX on the All Aboard Florida matter and the Innovation Way/Beachline Interchange project, neither of which was anticipated to be included in the General Right-of-Way Counsel Services at the time of the initial contract.

Below is a summary of the work completed and significant accomplishments since February 27, 2013:

- **89 parcels handled by Shutts & Bowen for Wekiva Parkway (429-203, 204, 205 and 206), consisting of 648 property interests as follows:**

- **423-203: 261 property interests acquired**
- **429-204: 142 property interests acquired**
- **429-205: 55 property interests acquired/set for OT to be acquired**
- **429-206 190 property interests acquired/set for OT to be acquired**
- **24 suits filed in Orange and Lake Counties, which also consists of the 67 separate Parcels currently in litigation as follows:**
 - **11 parcels are currently set for trial through the end of 2016**
 - **56 parcels are being litigated, but not yet set for trial**
- **Approximately 440 expert reports completed for the 89 parcels (first offer appraisal report, order of taking appraisal, date of value appraisal, engineering reports, land planning reports, business damage reports, etc.):**
 - **All expert reports are complete except approximately 20 updated appraisal reports through the date of value. Most, if not all expert fees going forward will be for litigation support and trial testimony.**

Please find set forth below an outline of the typical work necessary post-order of taking through a jury trial conclusion, including post judgment work and expert fees for litigation support:

- I. **Discovery** (written discovery, depositions of fact witnesses and experts, rebuttal, review of documents after production)
- II. **Motions** (dispositive and non-dispositive, attend hearings, etc.)
- III. **Mediation** (Prepare for and attend)
- III. **Pre-Trial Conference** (Witness and exhibit lists, motions in limine)
- IV. **Trial Preparation**
- V. **Trial Attendance** (5-7 day trials, after hour witness and client conferences, research, jury instructions, trial order compliance)
- VI. **Experts** (Preparation, reports)
- VII. **Post Trial/Judgment** (Motions to tax fees and costs, apportionment hearings, etc.)

Over the next 60 days, we will be completing the remaining Order of Takings for the final parcels in 205 and 206 which will result in additional fees and costs being incurred. Additionally, although taking a case through trial including expert's fees and post judgment work could be as much as \$300,000, it is likely that we will be successful in resolving many of the

remaining 67 parcels presently being litigated without the need for a trial (though 11 parcels are currently set for trial through the end of 2016). In providing you with the requested range of legal and expert fees and costs going forward, we would estimate the minimum incurred for the remaining 67 parcels to be \$5,000,000; however, in the unlikely event that all of the cases in connection with the 67 parcels were to go to trial, these fees and costs could be as much as \$20,000,000.

As of July 13, 2015, the amount of legal fees and costs incurred by Shutts & Bowen is \$2,714,988.90. The amount of expert's fees and costs incurred and booked against the Shutts & Bowen contract for the same time period is \$2,222,830.30. Together they total \$4,937,819.20, leaving a balance of only \$97,180.80 in relation to the not-to-exceed contract amount.

Accordingly, Shutts & Bowen is requesting a supplemental agreement no. 2 to increase the not-to-exceed amount of the contract by another \$6,500,000.

G. 4.

**RESOLUTION DECLARING
EXISTING CFX PROPERTY
SURPLUS FOR CONVEYANCE OF
EASEMENT TO
ALL ABOARD FLORIDA**

RESOLUTION NO. 2015-_____
Surplus Property
(SR 528 – Project 528-1240
Multimodal Corridor)

A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING SALE OF EASEMENTS TO
ALL ABOARD FLORIDA- OPERATIONS, LLC

WHEREAS, the Central Florida Expressway Authority, (“CFX”), is empowered by Chapter 348, Part III, Florida Statutes to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “System”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.* of CFX’s Permanent Policies and Rules (referred to herein as the “Policy”), which Policy provides for identification and disposal of real property, not needed to support existing Expressway Facilities (“Excess Property”); and

WHEREAS, pursuant to the Policy, if the CFX Board determines by resolution that the Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes, said Excess Property shall be designated as “Surplus Property”; and

WHEREAS, CFX has determined that the easements in the parcels identified in Exhibit “A”, attached hereto, constitute surplus parcels; and

WHEREAS, CFX’s General Consulting Engineer, Atkins North America, Inc., has certified that the easements will not be needed for the current or future construction, operation or maintenance of the System; and

WHEREAS, CFX’s Right of Way Committee has determined that, the sale of easements to All Aboard Florida-Operations LLC would be in the best interest of CFX; and

WHEREAS, in light of the foregoing circumstances, CFX’s Right of Way Committee has recommended that the CFX Board declare the easements as Surplus Property available for sale and further recommend that the easements be sold to All Aboard Florida-Operations LLC.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That CFX hereby declares that the easements are not essential for the present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes.

Section 2. That CFX declares it is in the public interest, under the circumstances, to declare the easements as Surplus Property and available for sale to All Aboard Florida-Operations LLC, under the terms and in accordance with the Amended and Restated Contract of Sale and Purchase of Rail Line Easements effective August 26, 2015.

Resolved this _____ day of _____, 2015.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

Welton G. Cadwell
Chairman

Attest: _____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

EXHIBIT "A"
See Attached Depiction
Surplus Property (S.R. 528 – Multimodal Corridor)

DRAFT

November 4, 2015

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807


**Re: Central Florida Expressway Authority
Disposition of Property
Project 528-1240, SR 528 Multi-Modal Corridor
Easements over Existing CFX Right-of-way**

Dear Mr. Berenis:

We have reviewed the limits of the above designated easement parcels, as depicted in red on the attached. In our opinion, the easements are not essential for the operation of the Expressway System and disposition of the subject parcels via the proposed easement would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

This letter is based on a review of All Aboard Florida's (AAF) Section C02 100% plans dated October 16, 2015. This letter pertains only to the parcels/interests designated above and is not to be construed as acceptance of the AAF plans for the entire project.

Sincerely,


Nathan P. Silva, P.E.
GEC Program Manager

Attachment

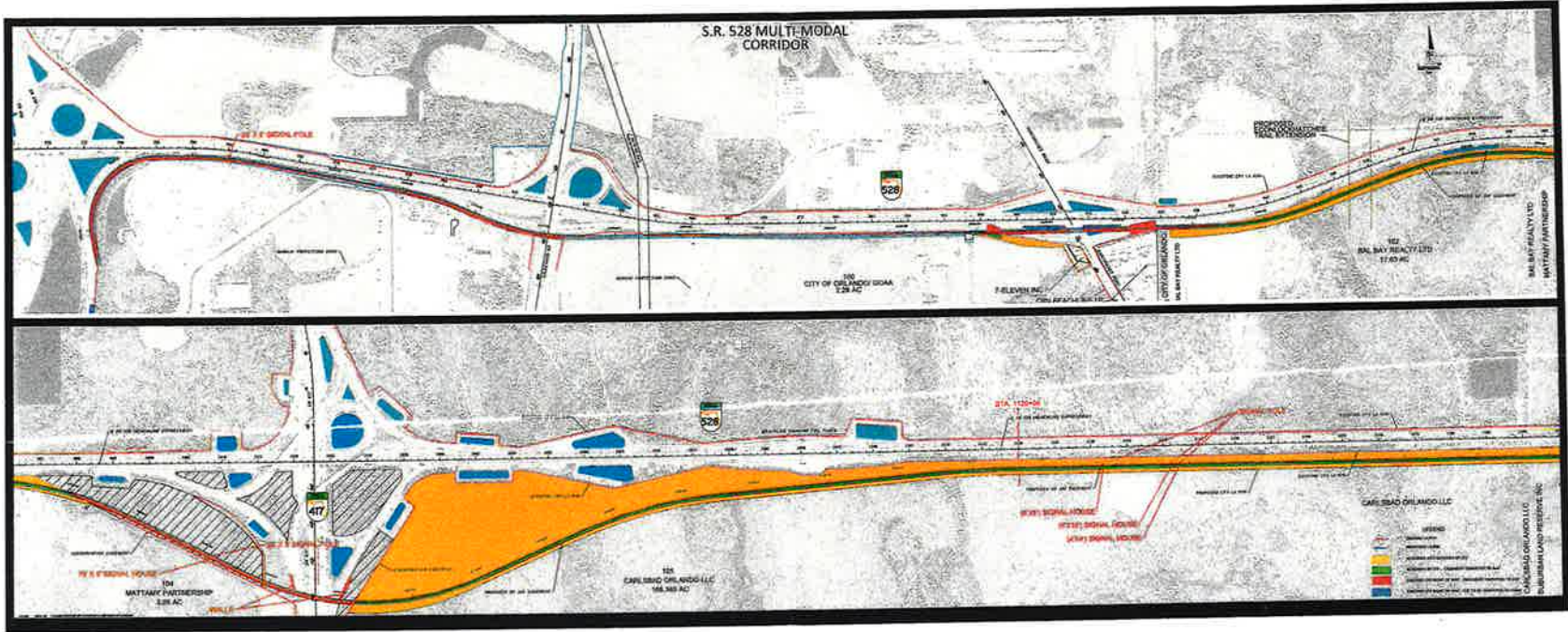
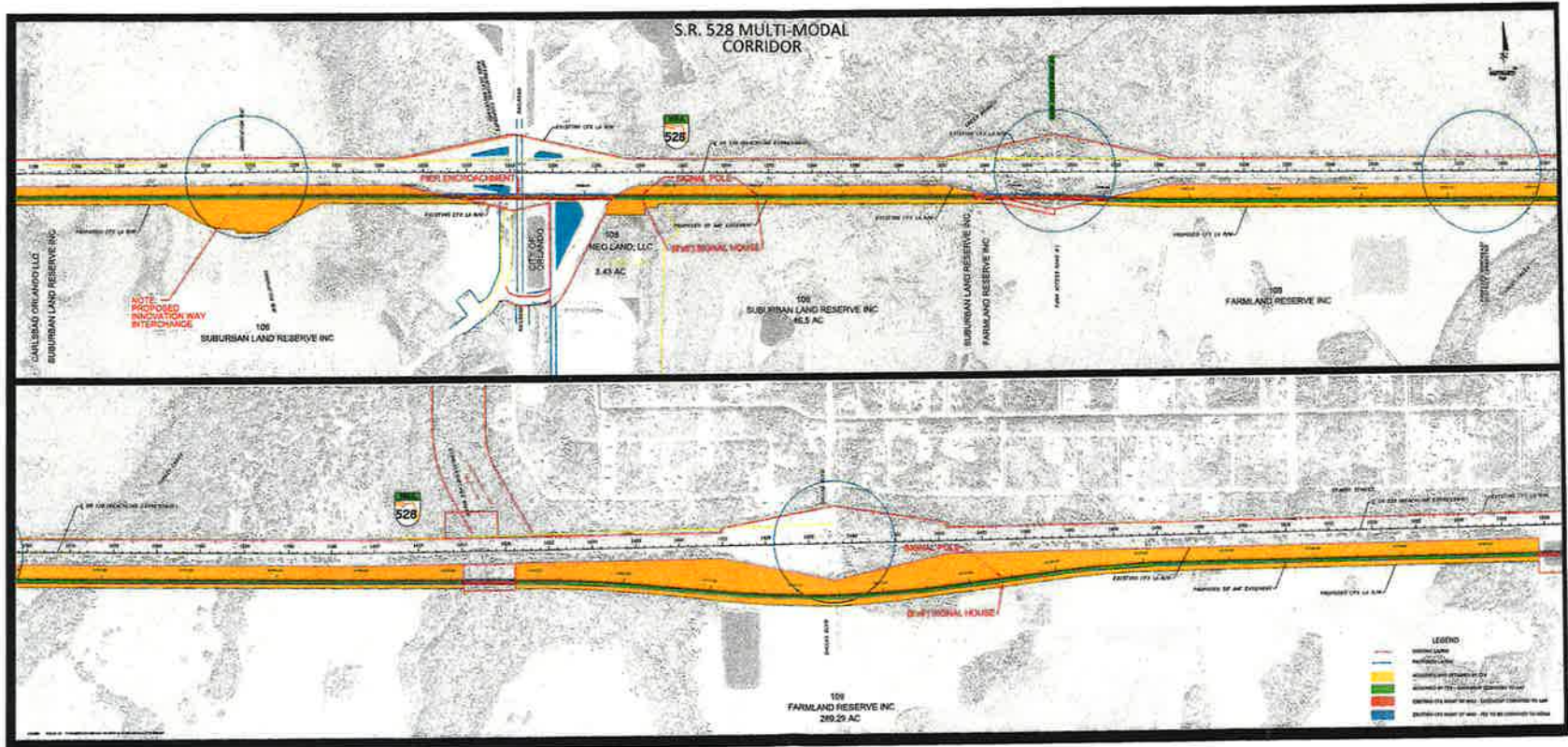


EXHIBIT A



RESOLUTION NO. 2015-_____
Surplus Property
(SR 528 – Project 528-1240
Multimodal Corridor)

A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AUTHORIZING SALE OF FEE PARCEL TO THE
GREATER ORLANDO AVIATION AUTHORITY

WHEREAS, the Central Florida Expressway Authority, (“CFX”), is empowered by Chapter 348, Part III, Florida Statutes to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the “System”), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.* of CFX’s Permanent Policies and Rules (referred to herein as the “Policy”), which Policy provides for identification and disposal of real property not needed to support existing Expressway Facilities (“Excess Property”); and

WHEREAS, pursuant to the Policy, if the CFX Board determines by resolution that the Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes, said Excess Property shall be designated as “Surplus Property”; and

WHEREAS, CFX has determined that the parcel identified in Exhibit “A”, attached hereto, constitute Surplus Property; and

WHEREAS, CFX’s General Consulting Engineer, Atkins North America, Inc., has certified that the parcel will not be needed for the current or future construction, operation or maintenance of the System; and

WHEREAS, CFX’s Right of Way Committee has determined that, the sale of the property to the Greater Orlando Aviation Authority would be in the best interest of CFX; and

WHEREAS, in light of the foregoing circumstances, CFX’s Right of Way Committee has recommended that the CFX Board declare the property as Surplus Property available for sale and further recommend that the Surplus Property be sold to the Greater Orlando Aviation Authority.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That CFX hereby declares that the property is not essential for the present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes.

Section 2. That CFX declares it is in the public interest, under the circumstances, to declare the property as Surplus Property and available for sale to Greater Orlando Aviation Authority, at appraised value.

Resolved this _____ day of _____, 2015.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

Welton G. Cadwell
Chairman

Attest: _____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

Joseph L. Passiatore
General Counsel

EXHIBIT "A"
See Attached Depiction
Surplus Property (SR 528 – Multimodal Corridor)

DRAFT

November 4, 2015

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

**Re: Central Florida Expressway Authority
Disposition of Property
Project 528-800
Parcel 7.1, C-4 (Partial)**


Dear Mr. Berenis:

We have reviewed the limits of the above designated parcel, as depicted on the attached. In our opinion, this property is no longer essential for the operation of the Expressway System and disposition of the subject parcel would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

This letter is based on a review of All Aboard Florida's (AAF) Section PE01 plans dated February 6, 2015 and related follow-up submittals, which confirmed AAF's proposed installation of required drainage infrastructure.

This letter pertains only to the parcel designated above and is not to be construed as acceptance of the AAF plans for the entire project.

Sincerely,


Nathan P. Silva, P.E.
GEC Program Manager

Attachment

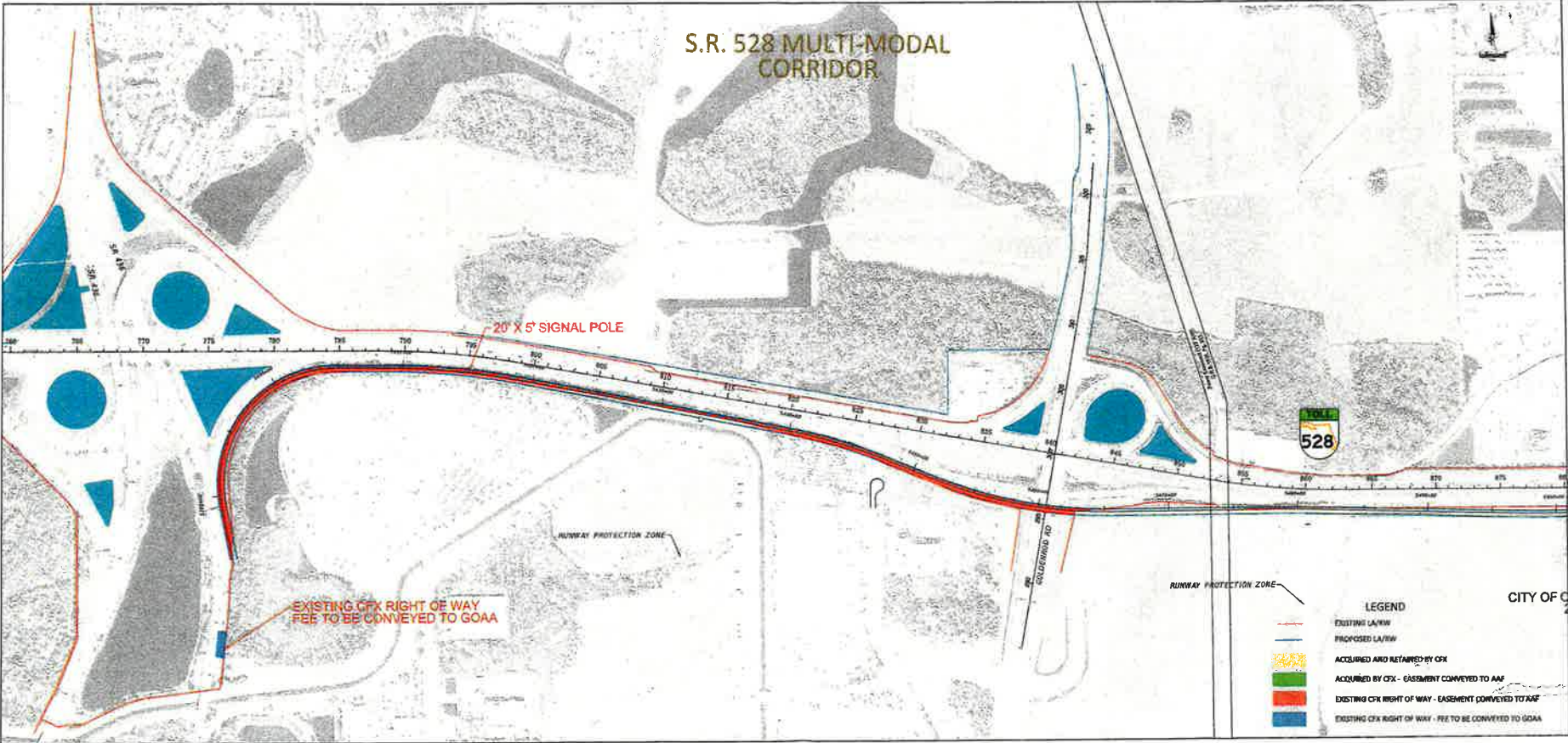


EXHIBIT A

G. 5.

UPDATE ON WRONG-WAY
DRIVING DETECTION SYSTEM



CENTRAL FLORIDA**EXPRESSWAY AUTHORITY**

**Update: Wrong-Way Driving Detection
and Prevention System**

»» ONGOING ACTIVITY

- Construction of next 19 sites
 - Awarded to SICE, Inc. (\$1.9M)
 - Work to begin early 2016
- Seven sites under design
 - Using new technology
- CEI under procurement

