

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller 
Director of Procurement

DATE: May 26, 2015

RE: Approval of Supplemental Agreement No. 12
Atkins North America, Inc., for
Toll Collection System Replacement Consultant
Contract No. 000821

Board approval is requested for the referenced supplemental agreement with Atkins North America, Inc. (Atkins), in the not-to-exceed amount of \$3,610,600.00 for a five year period which will extend the Contract term to July 31, 2020. This date coincides with the anticipated completion date for the installation and initial maintenance of the new equipment by TransCore. Approval of the extension will waive the requirement in the Procurement Policy which limits extensions to a maximum of 5 one-year periods. Staff believes the waiver is justified to ensure Atkins' availability and commitment of its key personnel and to maintain continuity in the management and coordination of this very complex and specialized project.

Services to be provided will include support related to: general program support; system design development; system integration and testing; implementation, installation, commissioning and testing; final system acceptance. The scope of services and details of costs and fees are attached to the supplemental agreement.

Original Contract Amount	\$ 725,000.00
Amount of Previous Supplemental Agreements	\$ 723,200.80
Amount of This Supplemental Agreement	<u>\$3,610,600.00</u>
Total Revised Contract Amount	\$5,058,800.80

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 12 entered into this 11th day of June, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes the Consultant to provide additional services through the installation and initial maintenance of the toll collection system replacement equipment as detailed in the attached Exhibit A with an increase in compensation of \$3,610,600.00 and an extension of the Contract term to July 31, 2020.
2. The Consultant hereby agrees to provide the additional services with an increase in compensation both as detailed in Exhibit A and an extension of the term of the Contract to July 31, 2020
3. The Authority and Consultant agree that this Supplemental Agreement No. 12 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 12; that acceptance of this Supplemental Agreement No. 12 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 12 is necessary to provide additional services, increase the compensation to the Consultant, and extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 12

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$3,610,600.00

This Supplemental Agreement No. 12 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

Signature

Print Name: _____

Title: _____

Attest: _____ (Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: May 26, 2015
SUBJECT: **New Supplemental Agreement No. 12 - Task 18 – Toll System Implementation Support, Project 000821**
ATTACHMENTS: **Organizational Chart, Fee Estimate**

In a follow up to several conversations recently between the Expressway Authority and Atkins, we are submitting this scope of work for the new Supplemental Agreement (SA) No. 12, Task 18 Toll System Implementation Support. This scope of work is in response to the Authority's request for Atkins to submit scope, and pricing for the next phase of the Toll System Upgrade project. The current schedule duration is approximately four (4) years and eight (8) months, based on the most recent schedule proposed by the Contractor. Atkins' services supporting the implementation of the toll system will include project management support and technical support to assist the Authority with its management of the implementation work. Atkins will assist in the review of the Contractor's system and design documents to verify that the system is consistent with the project requirements; and to assist the Authority with testing oversight and acceptance activities. Atkins' fee estimate provides a budget for the level of effort expected based on discussions and direction from the Authority. However, the actual project support needed over the term of the Contract may be more or less than the estimated budget amount.

A summary of the previous agreement to-date and the requested Supplemental Agreement No. 12, Task 18, budget is listed in the table below.

Summary of Project Budget – Agreement 000821

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$ 725,000.00
Supplemental Agreement No. 1	0.00
Supplemental Agreement No. 2	9,362.49
Supplemental Agreement No. 3	0.00
Supplemental Agreement No. 4	0.00
Supplemental Agreement No. 5	262,000.00
Supplemental Agreement No 6	165,600.00
Supplemental Agreement No 7	0.00
Supplemental Agreement No 8	32,492.15
Supplemental Agreement No 9	156,084.16
Supplemental Agreement No 10	97,662.00
Supplemental Agreement No 11	0.00
Supplemental Agreement No 12 - Task 18 (new)	3,610,600.00

Total Revised Contract Amount	\$ 5,058,800.80
-------------------------------	-----------------

The hours proposed in Supplemental Agreement No. 12 are an estimate of the level of effort to be provided, accordingly Atkins is committed to provide services only up to the budgeted amount. At the request of the Authority, the above fee estimate includes a budget of \$50,000 dedicated to subject matter experts (SMEs) to be used as needed during the project for additional SME support.

Task 18 - Key Project Staff

The proposed preliminary organization chart is attached and includes the following key personnel, who are experienced in this work, located in Orlando, and very familiar with the requirements having supported the prior tasks related to the development of the RFP.

- Tom Delaney, Principal-in-Charge
- Tom Knuckey, Project Manager
- Luis Hevia, Deputy Project Manager
- Don Erwin, Sr. Project Advisor
- Sheri Lynch, Administrator
- Other technical and subject matter experts as needed (located at various office locations)

Task 18 - Duration

It is suggested that the Contract time duration for this activity extend through June 1, 2020.

Task 18 - Scope of Work

Program Management and Coordination

This task consists of overall program management and administrative support for the duration of the implementation phase of the project. The current duration of the project is estimated at four years eight months, or fifty-six (56) months based on the schedule provided by the Contractor.

Atkins will provide general program management and coordination support. Atkins will assist with meeting arrangements and preparations, facilitation and following-up for project meetings. Atkins will also coordinate meeting agenda items, maintain a project action item tracking list, monitor project progress, review Contractor monthly progress reports and schedule updates. Atkins will also assist with administration of the document submittal and control process, facilitate document reviews, assist with contract administration, and administration of project close-out.

Atkins will participate with the Authority in both an internal kickoff meeting (CFX and Atkins), and another kickoff meeting with CFX, Atkins and the Contractor. Atkins will document these kickoff



meetings and provide summary-level notes and action items noted during these meetings, or review the notes provided by the Contractor.

Atkins will provide support for document administration and control, coordination of document reviews, tracking of review comments and final disposition of comments for those project documents that are submitted through or handled by Atkins. (It is understood that the Authority expects the Contractor to submit some deliverables for review directly to CFX rather than through Atkins.) For this effort, Atkins plans to use either the Contractor's or the Authority's hosted Microsoft SharePoint application to share documents, maintain document control versions, and other project management tools to facilitate effective communications.

Atkins will also provide support during the project close-out, verifying that all required documents are provided, necessary punch lists are completed, and that other items necessary for the closing of the project are completed.

This work also includes Atkins' internal project management and administration, progress reporting and invoicing.

Deliverables: Meeting agendas, summary-level notes from kickoff meetings, and progress reports with Atkins invoices.

Phase I –System Design Development

Atkins will provide a PM high-level review of the project management documentation, such as Program Management Plan, Quality Assurance Plan, Safety Plan, and configuration management; review documents related to the business rules discovery process; provide system design development oversight; review system design deliverables; and provide design review support for both, Preliminary Design and Detail Design Reviews (PDR and DDR).

During the business rules discovery and development process, Atkins will support the coordination of the necessary meetings to document the business rules process.

Atkins will provide limited support with the oversight of the system design development process for the following: system architecture; system hardware design; system software design; interface control documentation (ICDs); and system network evaluation. This oversight may include facilitating / coordinating meetings and documenting action items, if any.

Atkins will provide a limited high-level preliminary review of the Master Test Plan Update.

For the PDR phase, Atkins will provide limited design review support and document action items from these meetings, if any.

For the DDR phase, Atkins will provide limited design review support and document action items from these meetings, if any.

Deliverables: Action items from meetings and comments to design development documents.

Phase II –System Integration and Testing

In this phase, Atkins will provide limited general project management oversight of the system integration and testing as it relates to the FAT, roadside lanes subsystem , and Image Processing subsystem. It is understood the Authority will lead the testing relating to the Host, Message converter and external interfaces.

Atkins will provide limited oversight and review installation design for the following: pre-installation walk-thru of Authority data centers and toll host environment, hardware installation shop drawings, pre-installation walk-thru of plaza/lane system, and lane system hardware installation shop drawings.

Atkins will provide limited support in the review of requirements and Contractor provided testing traceability matrix. This support will be limited to a preliminary review of the traceability matrix provided by the Contractor.

Atkins will provide oversight support with the review of the Contractor conducted Factory Acceptance Testing (FAT) and IPS testing, anticipated to be in central Florida.

Phase III – Implementation, Installation, Commissioning & Testing

In this phase, Atkins will provide limited project management oversight for the implementation, installation, commissioning and testing of the new toll system.

Atkins understands that the Authority will provide the oversight and review the implementation of CFX Training Center. For this task, Atkins will provide limited cursory review of the Training Center design documentation.

As part of the Toll Host environment implementation, Atkins will provide a high-level review of the as-built documentation for the Toll Host.

In support of the oversight and review of the testing for the Toll Host interface and interoperability, Atkins will provide limited support for the review of test plans, oversight and review of test activities, and review of test reports for the Toll Host system component, and the Toll Host environment interface and interoperability.

Atkins will provide oversight and review of the testing for the Image Processing subsystem as it relates to review of test plans, oversight and review of test activities, and review of test reports.

In support of the oversight and review of the implementation of the Toll Plaza, Toll Lane / Toll Zone (initial stage), Atkins will provide limited support for the review of the installation plans for the first plaza group as well as the as-built documentation of this plaza group.



In support of the oversight and review of the testing for the initial stage plaza, Atkins will provide support for the review of test plans and test reports for the following: (a) System Initial End-to-End Test (SIETET) and (b) Plaza Acceptance Test (PAT).

Atkins will provide limited support for oversight and review of the plaza group site commissioning tests, for a total of seventeen (17) plaza groups with the understanding that the physical servers will be located in no more than nine (9) plaza locations.

Atkins will provide support for the oversight and review of test plans for the standard plaza group. The review of test plans will consist of reviewing system component test and plaza acceptance test plans. Atkins will also review the following test reports: system component test report; system installation and commissioning test report; and plaza acceptance test report.

Deliverables: Comments to Contractor documents based on reviews and oversight.

Phase IV – Final System Acceptance

In this phase, Atkins will provide project management support for oversight of the toll system's Final System Acceptance (SAT). As part of this phase, Atkins will provide oversight and review of the SAT, review Contractor's submittals, test results, and general support for SAT.

Deliverables: Comments to Contractor documents based on reviews and oversight.

Phase V – Warranty Period

No effort is anticipated by Atkins during this phase.

Phase VI – System Maintenance Period

No effort is anticipated by Atkins during this phase.

Phase VII – Tag-Swap Program

No effort is anticipated by Atkins during this phase.

Direct Expenses

Total local travel expenses are estimated at \$14,145 (mileage and tolls) for the duration of the project; out-of-town travel expenses are not included in the fee estimate.

Other Assumptions

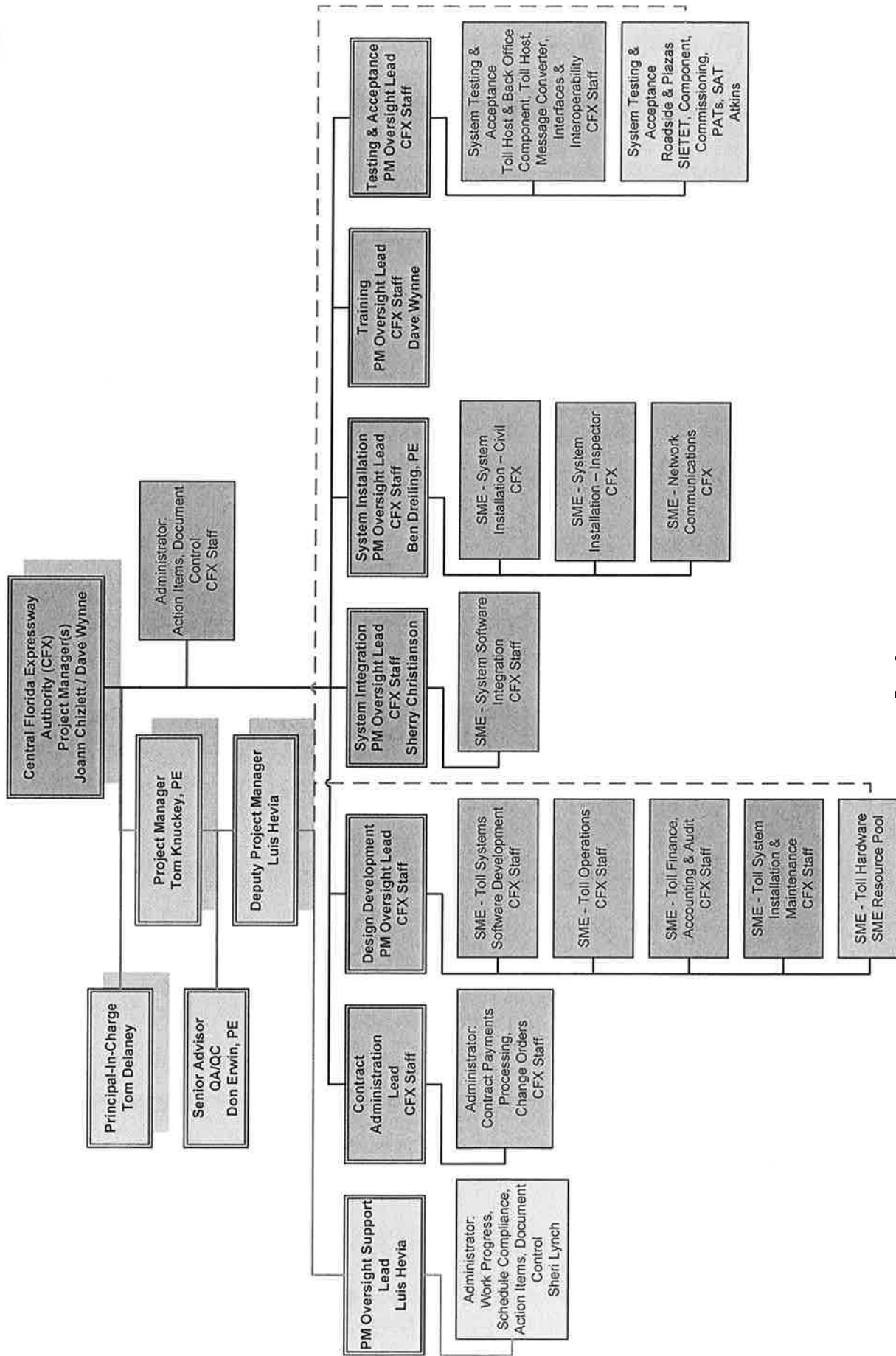
- The Authority will provide a CFX project manager (or co-project managers)

ATKINS

- The Authority will provide Document Control and Administration for those Contractor documents submitted directly to the Authority.
- The Authority will provide all Contract Administration support for the administration, processing and review of Contractor invoices / payment requests, Contractor claims, change orders.
- The Authority will lead and provide primary subject matter experts for the technical review of project documentation.
- The Authority will provide all Construction Engineering and Inspection (CE&I) services to coordinate and oversee the Contractor's system installation activities. Atkins will not provide services for this activity.
- The Authority will provide all Training oversight resources.
- The Authority will lead and provide testing oversight resources to support the test efforts.

Toll System Upgrade Project SA 12 – Task 18 Implementation Phase – PM Oversight & Support Preliminary Organizational Chart

5/26/2015





Atkins North America

Cost Proposal - By Task and Cost Type

CFX Toll System Upgrade Implementation PM Oversight

Central Florida Expressway Authority

Contract # 000821

May-26-2015

Task#	Description	Labor Fee (\$)	Estimated Hours	Equipment	Expenses /		Fee (\$)
					Local Travel	(\$)	
018.01.L	PROGRAM MANAGEMENT & COORDINATION	1,651,828.92	8,902	-	5,865.00		1,657,693.92
018.11.L	PHASE I - SYSTEM DESIGN DEVELOPMENT SUPPORT	219,715.89	926	-	172.50		219,888.39
018.12.L	PHASE II - SYSTEM INTEGRATION & TESTING SUPPORT	110,457.16	470	-	172.50		110,629.66
018.13.L	PHASE III - IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING SUPPORT	1,443,168.31	6,127	-	7,820.00		1,450,988.31
018.14.L	PHASE IV - FINAL SYSTEM ACCEPTANCE SUPPORT	171,284.23	734	-	115.00		171,399.23
Subtotal		\$3,596,454.52	17,159		14,145.00		\$3,610,599.52
Total							\$3,610,600.00



Atkins North America
Project Estimating and Pricing Model

Labor Estimate			Hours	Total Price	
2	018.01.L	PROGRAM MANAGEMENT & COORDINATION	8,902.0	51.9%	1,651,829
	i	General Program Management & Coordination (based on TC Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)	1,580.0	9.2%	311,227
	ii	Kickoff Meeting - CFX & Atkins	26.0	0.2%	5,144
	iii	Project Kickoff Meeting (CFX & Contractor)	40.0	0.2%	8,699
	iv	Project Status Monitoring	0.0	0.0%	-
		Project Progress Meetings - Prep, Attend, Follow-up (26 mtgs/yr x 4 yrs 8 mos Up to 122 mtgs max. @ 2 4 hrs/mtg)	1,594.0	9.3%	349,236
		Monthly Progress Reports (@ 1 hr/doc x 56 mos)	244.0	1.4%	53,301
		Review Project Schedule Updates (@ 1 hr/doc x 56 mos)	278.0	1.6%	49,182
	v	Document Control, Administration & Archive (56 mos x 20hr/mo + 40hr set-up)	2,444.0	14.2%	367,614
	vi	Document Reviews	0.0	0.0%	-
	vii	Contract Administration	0.0	0.0%	-
		Contractor Invoice Processing (56 Invoices x 7.8hr/invoice)	116.0	0.7%	21,747
		Change Order Processing (Up to 10 CO's @ 34 hr each max.)	150.0	0.9%	36,435
	viii	Project Close-out	242.0	1.4%	43,911
	ix	Project Management & Administration (based on TransCore (TC) Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)	2,188.0	12.8%	405,334
3	018.11.L	PHASE I - PM OVERSIGHT - SYSTEM DESIGN DEVELOPMENT	926.0	5.4%	219,716
	i	General Program Management & Coordination (24 wks)	0.0	0.0%	-
	ii	Mobilization (14 wks)	0.0	0.0%	-
	iii	Review of PM Documentation	28.0	0.2%	6,494
		Program Management Plan (2 Reviews: Update Prelim-15d & Final-5d)	31.0	0.2%	6,442
		Quality Assurance / Quality Control Plan (3 Reviews: Outline-5d, Draft-15d & Final-5d)	31.0	0.2%	6,442
		Safety Plan (3 Reviews: Outline, Doc & Final) (3 Reviews: Outline-5d, Draft-15d & Final-5d)	31.0	0.2%	6,442
		Configuration Management Plan (3 Reviews: Outline-15d, Draft-15d & Final-5d)	31.0	0.2%	6,442
	iv	Business Rules Discovery & Development (4 wks)	0.0	0.0%	-
		Business Rules Discovery Notes (incl. w/PDR Documentation Task)	14.0	0.1%	3,133
		Business Rules Deliverable (incl. w/PDR Documentation Task)	35.0	0.2%	8,010
	v	Oversight of System Design Development	0.0	0.0%	-
		System Architecture (70d [Revise/Update System Requirements] (based on TC Proposal Sched. 70 work days; 14 wks; or 3 1/2 mos))	28.0	0.2%	6,494
		System H/W Design Oversight (140d [Equipment Design & Development] (based on TC Proposal Sched. 140 work days; 28 wks; or 7 mos))	56.0	0.3%	12,988
		System S/W Design Oversight (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal Sched. 90 work days; 18 wks; or 4 1/2 mos))	36.0	0.2%	8,349
		Interface Control Documentation (ICDs) (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal Sched. 90 work days; 18 wks; or 4 1/2 mos))	36.0	0.2%	8,349
		System Network Evaluation (20d)	8.0	0.0%	1,855
	vi	Review of System Design Deliverables	0.0	0.0%	-
		(Task Deleted)	16.0	0.1%	4,623
		Master Test Plan Update (3 Reviews: Update Prelim-15d & Final-5d)	67.0	0.4%	16,523
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
	vii	Design Review Support - Preliminary Design Review (PDR)	0.0	0.0%	-
		Preliminary Design Review (PDR) Documentation (2 Reviews: Outline-15d & Draft-20d)	142.0	0.8%	35,678
		Preliminary Design Review (PDR) Meeting (1d)	48.0	0.3%	11,478
		Preliminary Design Review (PDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)	42.0	0.2%	9,562
	viii	Design Review Support - Detail Design Review (DDR)	0.0	0.0%	-
		Detail Design Review (DDR) Documentation (1 Review: Draft-20d)	150.0	0.9%	37,533
		Detail Design Review (DDR) Meeting (1d)	48.0	0.3%	11,478
		Detail Design Review (DDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)	40.0	0.2%	9,084
4	018.12.L	PHASE II - PM OVERSIGHT - SYSTEM INTEGRATION & TESTING	470.0	2.7%	110,457
	i	General Program Management & Coordination (140d) (based on TC Proposal Sched. 140 work days; 28 wks; or 7 mos)	0.0	0.0%	-
	ii	(Task Deleted)	0.0	0.0%	-
	iii	(Task Deleted)	0.0	0.0%	-
	iv	(Task Deleted)	0.0	0.0%	-
	v	(Task Deleted)	0.0	0.0%	-
	vi	Oversight & Review of Installation Design	0.0	0.0%	-
		Pre-Installation Walk-thru - CFX Data Centers Toll Host Environment (2 days)	44.0	0.3%	10,826
		Hardware Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)	36.0	0.2%	8,956
		Pre-Installation Walk-thru - Plaza / Lane System (2d) (ACTIVITY NOT IN TRANSORE SCHED.)	44.0	0.3%	10,826
		Lane System H/W Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)	40.0	0.2%	9,313
	vii	Review of Requirements / Testing Trace Matrix (2 Reviews: Draft-15d & Final-5d) (REVIEWS NOT IN TRANSORE SCHED.)	100.0	0.6%	23,485
	viii	Oversight of Integration of Toll Host, MCI & Legacy CSC/VPC (10d)	26.0	0.2%	7,399
	ix	Oversight & Review of Factory Acceptance Testing (FAT) (5d)	0.0	0.0%	-
		Review of Factory Acceptance Test (FAT) Plan, Procedures & Scripts (2 Reviews: Draft-15d & Final-5d)	65.0	0.4%	14,604
		Observe Factory Acceptance Test (FAT) (1d)	59.0	0.3%	12,047
		Review of Factory Acceptance Test (FAT) Report (2 Reviews: Draft-15d & Final-5d)	56.0	0.3%	12,400
5	018.13.L	PHASE III - PM OVERSIGHT - IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING	6,127.0	35.7%	1,443,168
	i	General Program Management & Coordination of Implementation Activities (225 wks) (VERIFY THIS???)	0.0	0.0%	-
	ii	Review of Installation Plans, Documentation & Report Submittals	0.0	0.0%	-
		(Task Deleted)	16.0	0.1%	4,623
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	2.0	0.0%	578
		(Task Deleted)	4.0	0.0%	1,156
		(Task Deleted)	4.0	0.0%	1,156

Atkins North America Project Estimating and Pricing Model

Labor Estimate			Hours	Total Price
iii	Support for Authorization of Equipment Delivery & Installation	0.0	0.0%	-
iv	Oversight & Review of Implementation of CFX Training Center	0.0	0.0%	-
	CFX Training Center Design Documentation (3 Reviews: Outline-10d, Draft-15d & Final-5d)	14.0	0.1%	3,155
	Oversight & Review of Implementation of CFX Training Center	15.0	0.1%	3,394
v	Oversight & Review of Training Activities	0.0	0.0%	-
vi	Oversight & Review of Implementation of Toll Host Environment Subsystems (i.e. Toll Host, Reporting, TVAS, IPS, MOMS, LENS, etc.)	0.0	0.0%	-
	Review of Installation Plans	0.0	0.0%	-
	Review Toll Host Walk-thru & Installation Plans (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	31.0	0.2%	7,526
	Oversight & Review of Implementation / Installation Activities	0.0	0.0%	-
	Implementation of Toll Host Environment Subsystems (5d)	13.0	0.1%	2,816
	(Task Deleted)	4.0	0.0%	1,156
	(Task Deleted)	8.0	0.0%	2,312
	(Task Deleted)	8.0	0.0%	2,312
	Review of As-Built Documentation - Toll Host (1 Review: Final-5d)	20.0	0.1%	4,889
vii	Oversight & Review of Testing for Toll Host Interface & Interoperability	0.0	0.0%	-
	Review of Test Plans	0.0	0.0%	-
	(Task Deleted)	8.0	0.0%	2,312
	Toll Host Environment Interface & Interoperability Testing Plan (2 Reviews: Draft-15d & Final-5d)	18.0	0.1%	4,311
	Final Image Processing (IPS) Test Plan (2 Reviews: Draft-15d & Final-5d)	72.0	0.4%	16,892
	Oversee & Review of Test Activities	0.0	0.0%	-
	(Task Deleted)	4.0	0.0%	1,156
	(Task Deleted)	12.0	0.1%	3,468
	Final Image Processing (IPS) Test (13d)	133.0	0.8%	31,131
	Review of Test Reports	0.0	0.0%	-
	(Task Deleted)	8.0	0.0%	2,312
	Toll Host Environment Interface & Interoperability Test Report (2 Reviews: Draft-15d & Final-5d)	18.0	0.1%	4,311
	Final Image Processing (IPS) Test Report (2 Reviews: Draft-15d & Final-5d)	65.0	0.4%	15,202
viii	Oversight & Review of Implementation of Toll Plaza & Toll Lane / Toll Zone - Initial Stage	0.0	0.0%	-
	Review of Installation Plans	0.0	0.0%	-
	Plaza 1 Walk-thru & Installation Plans - Coral Hills (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	29.0	0.2%	7,340
	Oversight & Review of Implementation / Installation Activities	0.0	0.0%	-
	Plaza 1 Installation Plaza - Coral Hills (58d)	0.0	0.0%	-
	Plaza 1 Installation Toll Lanes, ORT Toll Zones, Ramps - Coral Hills (58d)	0.0	0.0%	-
	Review of As-Built Documentation - Toll Plaza & Toll Lane / Toll Zone - Initial Stage (1 Review: Final-5d)	18.0	0.1%	4,311
ix	Oversight & Review of Testing for Initial Stage Plaza	0.0	0.0%	-
	Review of Test Plans	0.0	0.0%	-
	System Component Test Plan (2 Reviews: Draft-15d & Final-5d)	19.0	0.1%	5,084
	System Initial End-to-End Test (SIETET) Plan, Procedures & Script (2 Reviews: Draft-15d & Final-5d)	80.0	0.5%	19,186
	Plaza Acceptance Test (PAT) Plan (2 Reviews: Draft-15d & Final-5d)	80.0	0.5%	19,186
	Oversee & Review Test Activities	7.0	0.0%	1,538
	System Component Testing (7d)	7.0	0.0%	1,617
	System Initial End-to-End Testing (SIETET) (10d)	127.0	0.7%	30,339
	Plaza Acceptance Testing (PAT) (30ed)	127.0	0.7%	30,339
	Review of Test Reports	0.0	0.0%	-
	System Component Test Report (2 Reviews: Draft-15d & Final-5d)	18.0	0.1%	4,311
	System Initial End-to-End Test (SIETET) Report (2 Reviews: Draft-15d & Final-5d)	66.0	0.4%	15,441
	Plaza Acceptance Test (PAT) Report (2 Reviews: Draft-15d & Final-5d)	66.0	0.4%	15,441



Atkins North America
Project Estimating and Pricing Model

		Labor Estimate		Hours	Total Price
x	Oversight & Review of Staged Plaza Group Site Installation & Commissioning Tests - (17 Plaza Groups)		0.0	0.0%	-
	Review of Installation Plans		0.0	0.0%	-
	Plaza/Lane/Zone/Ramp Walk-thrus & Installation Plans - (17 Plaza Groups) (Each Plaza Group: 3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)		534.0	3.1%	135,732
	Oversight & Review of Implementation / Installation Activities:		0.0	0.0%	-
	Installation & Commissioning Plaza 2 - Goldenrod (12d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 4 - Wekiva "A" (202) (12d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 3 - Forest Lake (56d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 5 - Independence (36d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 6 - Beachline Main (42d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 7 - Dallas (32d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 17 - Wekiva "B" (206) (12d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 18 - Wekiva "C" (205) (12d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 8 - John Young (64d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 9 - Boggy Creek (66d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 10 - Curry Ford (62d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 11 - University (55d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 12 - Hiawassee (58d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 13 - Pine Hills (62d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 14 - Conway EB & WB Group (82d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 15 - Dean (58d)		8.0	0.0%	1,855
	Installation & Commissioning Plaza 16 - Osceola Parkway (24d)		8.0	0.0%	1,855
	Support for Development & Review of Installation Punch Lists - (17 Plaza Groups) (Each Plaza Group: 5d)		225.0	1.3%	49,570
	Review of As-Built Documentation - (17 Plaza Groups) (Each Plaza Group: 1 Review: Final-5d)		225.0	1.3%	49,570
xi	Oversight & Review of Testing for 17 Plaza Groups		0.0	0.0%	-
	Review of Test Plans		0.0	0.0%	-
	System Component Test Plans - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		77.0	0.4%	19,855
	Plaza Acceptance Test Plans (PAT) - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		77.0	0.4%	19,855
	Oversee & Review Test Activities		0.0	0.0%	-
	System Component Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)		732.0	4.3%	169,244
	System Installation & Commissioning Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)		766.0	4.5%	178,103
	Plaza Acceptance Testing (PAT) (17 Plaza Groups) (Each Plaza Group: 30ed)		766.0	4.5%	178,103
	Review of Test Reports		0.0	0.0%	-
	System Component Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		484.0	2.8%	112,228
	System Installation & Commissioning Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		484.0	2.8%	112,228
	Plaza Acceptance Test (PAT) Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		484.0	2.8%	112,228
6	018.14.L PHASE IV - PM OVERSIGHT - FINAL SYSTEM ACCEPTANCE		734.0	4.3%	171,284
	i General Program Management & Coordination		0.0	0.0%	-
	ii Oversight & Review of Final System Acceptance Testing (SAT) - (17 Plaza Groups)		0.0	0.0%	-
	Review of Test Plan for SAT		104.0	0.6%	24,775
	Oversee & Review Testing		352.0	2.1%	84,054
	iii Review of Phase IV Submittals		180.0	1.0%	40,451
	iv Support for Final System Acceptance		98.0	0.6%	22,605
7	018.15.L PHASE V - PM SUPPORT - WARRANTY PERIOD		0.0	0.0%	-
	i General Program Management & Coordination		0.0	0.0%	-
Total Hours			17,159	100.0%	3,596,455
Total Hours %			100.0%		



Atkins North America
Project Estimating and Pricing Model
ODCs Estimate

Category		Travel	
Name		Mileage (Non-GEC Staff)	Mileage (GEC Staff)

Home

		Quantity		
1	0 0	0.0	0.0	-
2	018.01.L	PROGRAM MANAGEMENT & COORDINATION		10,200.0 0.0 5,865
	i	General Program Management & Coordination (based on TC Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)		0.0 -
	ii	Kickoff Meeting - CFX & Atkins		75.0 43
	iii	Project Kickoff Meeting (CFX & Contractor)		75.0 43
		Project Status Monitoring		-
		Project Progress Meetings - Prep, Attend, Follow-up (26 mtgs/yr x 4 yrs 8 mos Up to 122 mtgs max. @ 2 4 hrs/mtg)		9,750.0 5,606
		Monthly Progress Reports (@ 1 hr/doc x 56 mos)		-
	iv	Review Project Schedule Updates (@ 1 hr/doc x 56 mos)		-
	v	Document Control, Administration & Archive (56 mos x 20hr/mo + 40hr set-up)		-
	vi	Document Reviews		-
		Contract Administration		-
		Contractor Invoice Processing (56 invoices x 7.8hr/invoice)		-
	vii	Change Order Processing (Up to 10 CO's @ 34 hr each max.)		200.0 115
	viii	Project Close-out		100.0 58
	ix	Project Management & Administration (based on TransCore (TC) Proposal Schedule 4 yrs, 8 mos; 243 wks; or 56 mos)		-
3	018.11.L	PHASE I - PM OVERSIGHT - SYSTEM DESIGN DEVELOPMENT		300.0 0.0 173
	i	General Program Management & Coordination (24 wks)		-
	ii	Mobilization (14 wks)		-
	iii	Review of PM Documentation		-
		Program Management Plan (2 Reviews: Update Prelim-15d & Final-5d)		-
		Quality Assurance / Quality Control Plan (3 Reviews: Outline-5d, Draft-15d & Final-5d)		-
		Safety Plan (3 Reviews: Outline, Doc & Final) (3 Reviews: Outline-5d, Draft-15d & Final-5d)		-
		Configuration Management Plan (3 Reviews: Outline-15d, Draft-15d & Final-5d)		-
	iv	Business Rules Discovery & Development (4 wks)		-
		Business Rules Discovery Notes (incl. w/PDR Documentation Task)		-
		Business Rules Deliverable (incl. w/PDR Documentation Task)		-
	v	Oversight of System Design Development		-
		System Architecture (70d [Revise/Update System Requirements] (based on TC Proposal Sched. 70 work days; 14 wks; or 3		-
		System H/W Design Oversight (140d [Equipment Design & Development] (based on TC Proposal Sched. 140 work days; 28		-
		wks; or 7 mos))		-
		System S/W Design Oversight (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal Sched. 90		-
		work days; 18 wks; or 4 1/2 mos))		-
		Interface Control Documentation (ICDs) (90d [S/W & System Interface Dev., Config & Unit Testing] (based on TC Proposal		-
		Sched. 90 work days; 18 wks; or 4 1/2 mos))		-
		System Network Evaluation (20d)		-
	vi	Review of System Design Deliverables		-
		(Task Deleted)		-
		Master Test Plan Update (3 Reviews: Update Prelim-15d & Final-5d)		-
	vii	Design Review Support - Preliminary Design Review (PDR)		-
		Preliminary Design Review (PDR) Documentation (2 Reviews: Outline-15d & Draft-20d)		-
		Preliminary Design Review (PDR) Meeting (1d)		150.0 86
		Preliminary Design Review (PDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)		-
	viii	Design Review Support - Detail Design Review (DDR)		-
		Detail Design Review (DDR) Documentation (1 Review: Draft-20d)		-
		Detail Design Review (DDR) Meeting (1d)		150.0 86
		Detail Design Review (DDR) Meeting Notes (2 Reviews: Draft-15d & Final-5d)		-
4	018.12.L	PHASE II - PM OVERSIGHT - SYSTEM INTEGRATION & TESTING		300.0 0.0 173
	i	General Program Management & Coordination (140d) (based on TC Proposal Sched. 140 work days; 28 wks; or 7 mos)		-
	ii	(Task Deleted)		-
	iii	(Task Deleted)		-
	iv	(Task Deleted)		-
	v	(Task Deleted)		-
	vi	Oversight & Review of Installation Design		-
		Pre-Installation Walk-thru - CFX Data Centers Toll Host Environment (2 days)		75.0 43
		Hardware Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)		-
		Pre-Installation Walk-thru - Plaza / Lane System (2d) (ACTIVITY NOT IN TRANSORE SCHED.)		75.0 43
		Lane System H/W Installation & Shop Drawings (3 Reviews: Outline-10d, Draft-15d & Final-5d)		-
	vii	Review of Requirements / Testing Trace Matrix (2 Reviews: Draft-15d & Final-5d) (REVIEWS NOT IN TRANSORE SCHED.)		-
	viii	Oversight of Integration of Toll Host, MCI & Legacy CSC/VPC (10d)		75.0 43
	ix	Oversight & Review of Factory Acceptance Testing (FAT) (5d)		-
		Review of Factory Acceptance Test (FAT) Plan, Procedures & Scripts (2 Reviews: Draft-15d & Final-5d)		-
		Observe Factory Acceptance Test (FAT) (1d)		75.0 43
		Review of Factory Acceptance Test (FAT) Report (2 Reviews: Draft-15d & Final-5d)		-
5	018.13.L	PHASE III - PM OVERSIGHT - IMPLEMENTATION, INSTALLATION, COMMISSIONING & TESTING		13,600.0 0.0 7,820
	i	General Program Management & Coordination of Implementation Activities (225 wks) (VERIFY THIS???)		-
	ii	Review of Installation Plans, Documentation & Report Submittals		-

Atkins North America

Project Estimating and Pricing Model

ODCs Estimate

Category	Travel	
	Name	
	Mileage (Non GEC Staff)	Mileage (GEC Staff)

Home

	(Task Deleted)		
	(Task Deleted)		
	(Task Deleted)		
	(Task Deleted)		
	(Task Deleted)		
	(Task Deleted)		
iii	Support for Authorization of Equipment Delivery & Installation		
iv	Oversight & Review of Implementation of CFX Training Center		
	CFX Training Center Design Documentation (3 Reviews: Outline-10d, Draft-15d & Final-5d)		
	Overight of Implementation of CFX Training Center	50.0	29
v	Oversight & Review of Training Activities		
vi	Oversight & Review of Implementation of Toll Host Environment Subsystems (i.e. Toll Host, Reporting, TVAS, IPS, MOMS,		
	Review of Installation Plans		
	Review Toll Host Walk-thru & Installation Plans (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	75.0	43
	Oversight & Review of Implementation / Installation Activities		
	Implementation of Toll Host Environment Subsystems (5d)	75.0	43
	(Task Deleted)		
	(Task Deleted)		
	Review of As-Built Documentation - Toll Host (1 Review: Final-5d)		
vii	Oversight & Review of Testing for Toll Host Interface & Interoperability		
	Review of Test Plans		
	(Task Deleted)		
	Toll Host Environment Interface & Interoperability Testing Plan (2 Reviews: Draft-15d & Final-5d)		
	Final Image Processing (IPS) Test Plan (2 Reviews: Draft-15d & Final-5d)		
	Oversee & Review of Test Activities		
	(Task Deleted)		
	(Task Deleted)		
	Final Image Processing (IPS) Test (13d)	150.0	86
	Review of Test Reports		
	(Task Deleted)		
	Toll Host Environment Interface & Interoperability Test Report (2 Reviews: Draft-15d & Final-5d)		
	Final Image Processing (IPS) Test Report (2 Reviews: Draft-15d & Final-5d)		
viii	Oversight & Review of Implementation of Toll Plaza & Toll Lane / Toll Zone - Initial Stage		
	Review of Installation Plans		
	Plaza 1 Walk-thru & Installation Plans - Coral Hills (3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)	75.0	43
	Oversight & Review of Implementation / Installation Activities		
	Plaza 1 Installation Plaza - Coral Hills (58d)	100.0	58
	Plaza 1 Installation Toll Lanes, ORT Toll Zones, Ramps - Coral Hills (58d)	100.0	58
	Review of As-Built Documentation - Toll Plaza & Toll Lane / Toll Zone - Initial Stage (1 Review: Final-5d)		
ix	Oversight & Review of Testing for Initial Stage Plaza		
	Review of Test Plans		
	System Component Test Plan (2 Reviews: Draft-15d & Final-5d)		
	System Initial End-to-End Test (SIETET) Plan, Procedures & Script (2 Reviews: Draft-15d & Final-5d)		
	Plaza Acceptance Test (PAT) Plan (2 Reviews: Draft-15d & Final-5d)		
	Oversee & Review Test Activities		
	System Component Testing (7d)	75.0	43
	System Initial End-to-End Testing (SIETET) (10d)	75.0	43
	Plaza Acceptance Testing (PAT) (30ed)	75.0	43
	Review of Test Reports		
	System Component Test Report (2 Reviews: Draft-15d & Final-5d)		
	System Initial End-to-End Test (SIETET) Report (2 Reviews: Draft-15d & Final-5d)		
	Plaza Acceptance Test (PAT) Report (2 Reviews: Draft-15d & Final-5d)		
x	Oversight & Review of Staged Plaza Group Site Installation & Commissioning Tests - (17 Plaza Groups)		
	Review of Installation Plans		
	Plaza/Lane/Zone/Ramp Walk-thrus & Installation Plans - (17 Plaza Groups) (Each Plaza Group: 3 Reviews: Walk-thru-1d, Draft-15d & Final-5d)		
	Oversight & Review of Implementation / Installation Activities		
	Installation & Commissioning Plaza 2 - Goldenrod (12d)	50.0	29
	Installation & Commissioning Plaza 4 - Wekiva "A" (202) (12d)	50.0	29
	Installation & Commissioning Plaza 3 - Forest Lake (56d)	50.0	29
	Installation & Commissioning Plaza 5 - Independence (36d)	50.0	29
	Installation & Commissioning Plaza 6 - Beachline Main (42d)	50.0	29
	Installation & Commissioning Plaza 7 - Dallas (32d)	50.0	29
	Installation & Commissioning Plaza 17 - Wekiva "B" (206) (12d)	50.0	29
	Installation & Commissioning Plaza 18 - Wekiva "C" (205) (12d)	50.0	29
	Installation & Commissioning Plaza 8 - John Young (64d)	50.0	29
	Installation & Commissioning Plaza 9 - Boggy Creek (66d)	50.0	29
	Installation & Commissioning Plaza 10 - Curry Ford (62d)	50.0	29



Atkins North America
Project Estimating and Pricing Model

Category	Travel	
	Mileage (Non-GEC Staff)	Mileage (GEC Staff)

		ODCs Estimate		Home	
xii		Installation & Commissioning Plaza 11 - University (55d)	50.0	29	
		Installation & Commissioning Plaza 12 - Hiwassee (58d)	50.0	29	
		Installation & Commissioning Plaza 13 - Pine Hills (62d)	50.0	29	
		Installation & Commissioning Plaza 14 - Conway EB & WB Group (82d)	50.0	29	
		Installation & Commissioning Plaza 15 - Dean (58d)	50.0	29	
		Installation & Commissioning Plaza 16 - Osceola Parkway (24d)	50.0	29	
		Support for Development & Review of Installation Punch Lists - (17 Plaza Groups) (Each Plaza Group: 5d)		-	
		Review of As-Built Documentation - (17 Plaza Groups) (Each Plaza Group: 1 Review: Final-5d)		-	
		Oversight & Review of Testing for 17 Plaza Groups		-	
		Review of Test Plans		-	
		System Component Test Plans - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		-	
		Plaza Acceptance Test Plans (PAT) - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		-	
		Oversee & Review Test Activities		-	
		System Component Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)	4,760.0	2,737	
		System Installation & Commissioning Testing (17 Plaza Groups) (Each Plaza Group: 7d) (Total 119d)	4,760.0	2,737	
		Plaza Acceptance Testing (PAT) (17 Plaza Groups) (Each Plaza Group: 30ed)	2,380.0	1,369	
		Review of Test Reports		-	
		System Component Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		-	
		System Installation & Commissioning Test Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		-	
		Plaza Acceptance Test (PAT) Report - (17 Plaza Groups) (Each Plaza Group: 2 Reviews: Draft-15d & Final-5d)		-	
6	018.14.L	PHASE IV - PM OVERSIGHT - FINAL SYSTEM ACCEPTANCE	200.0	0.0	115
	i	General Program Management & Coordination			-
	ii	Oversight & Review of Final System Acceptance Testing (SAT) - (17 Plaza Groups)			-
	iii	Review of Test Plan for SAT			-
	iv	Oversee & Review Testing	200.0		115
	v	Review of Phase IV Submittals			-
	vi	Support for Final System Acceptance			-
7	018.15.L	PHASE V - PM SUPPORT - WARRANTY PERIOD	0.0	0.0	-
	i	General Program Management & Coordination			-
Total Qty			24600.0	0.0	14,145
Total Price			14,145.0	0.0	

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
PBS&J**

**TOLL COLLECTION SYSTEM REPLACEMENT
CONSULTANT
CONTRACT NO. 000702**

**CONTRACT DATE: AUGUST 25, 2010
CONTRACT AMOUNT: \$725,000.00**



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, METHOD OF
COMPENSATION, DETAILS OF COSTS AND FEES,
PROJECT ORGANIZATIONAL CHART, AND
TECHNICAL PROPOSAL**

**CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF
COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND TECHNICAL
PROPOSAL**

FOR

TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

CONTRACT NO. 000702

AUGUST 2010

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
Tanya J. Wilder, Vice Chairman
Mark C. Filburn, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Richard T. Crotty, Ex-Officio Member**

Executive Director

Michael Snyder, P.E.

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
	Agreement	1 to 13
A	Exhibit "A", Scope of Services	A-1 to A-13
	Contractor Security Guidelines Handbook Security Policy	
B	Exhibit "B", Method of Compensation	B-1 to B-4
C	Exhibit "C", Details of Cost and Fees	C-1 to C-4
D	Exhibit "D", Project Organization Chart	D-1
E	Exhibit "E", Technical Proposal	E-1 to E-20

CONTRACT NO. 000702
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

This Contract (the "Contract" as defined herein below), is made this 26th day of August, 2010, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and PBS&J, 482 South Keller Road, Orlando, Florida 32810, hereinafter the CONSULTANT:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY 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, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide assistance in the evaluation and selection process for procurement of a new toll collection system and related tasks as may be assigned to the consultant by the AUTHORITY and identified as Contract No. 000702; and,

WHEREAS, on or about May 28, 2010, the AUTHORITY issued a Request for Letters of Interest seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of three (3) qualified firms that responded to the Request for Letters of Interest 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 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 the AUTHORITY, 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 assistance in the evaluation and selection process for procurement of a new toll collection system as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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 CONSULTANT 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 consultants or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services, including the Security Policy and Contractor Security Guidelines Handbook
- 1.3 The Method of Compensation,
- 1.4 The Technical Proposal submitted by CONSULTANT, and
- 1.5 The Fee Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three hundred (300) calendar days from the date established in the Notice to Proceed from the AUTHORITY. The term may be extended if mutually agreed to by the parties.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 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 the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY 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 AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the

AUTHORITY will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY 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, AUTHORITY 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, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY 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 the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of AUTHORITY 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 AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY 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.

AUTHORITY shall have no liability to CONSULTANT for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY 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 not-to-exceed \$725,000.00

3.2 AUTHORITY 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 the AUTHORITY 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 the AUTHORITY.

(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.

AUTHORITY 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 subconsultant. 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 the AUTHORITY 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 AUTHORITY, 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 the AUTHORITY 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 the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONSULTANT shall permit the AUTHORITY, at the AUTHORITY'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 the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the CONSULTANT

agrees that such amounts are due to the AUTHORITY 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 the AUTHORITY, (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

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY's program, CONSULTANT is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services

6. CONSULTANT INSURANCE

CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All 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 the AUTHORITY. CONSULTANT shall carry and keep in force the following insurance coverage, and provide the AUTHORITY 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 CONSULTANT under this Contract.

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.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY 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 the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONSULTANT 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 CONSULTANT hereunder, CONSULTANT shall deliver insurance certificates to AUTHORITY 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 AUTHORITY.

Any insurance carried by the AUTHORITY 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 AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

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, AUTHORITY'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 AUTHORITY 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 AUTHORITY's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

8.3 AUTHORITY'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 the AUTHORITY Property and AUTHORITY 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 the AUTHORITY 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 AUTHORITY 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 AUTHORITY. Thereafter, CONSULTANT shall follow AUTHORITY's instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY 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 AUTHORITY.

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 AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

11. 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 AUTHORITY upon request.

12. 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 AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY'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.

13. 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.

14. SUBLETTING AND ASSIGNMENT

AUTHORITY 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 AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY'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 the AUTHORITY 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 AUTHORITY'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 his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the AUTHORITY 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 his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

15. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the AUTHORITY's Executive Director (or 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 AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. 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 AUTHORITY, failing which AUTHORITY 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.

17. 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.

18. 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, AUTHORITY agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Fee Proposal.

19. 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 the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subconsultant, or matter.

20. 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 AUTHORITY and request clarification of AUTHORITY'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 the AUTHORITY 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 the AUTHORITY, whichever is later.

22. DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for the AUTHORITY under this Contract, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold the AUTHORITY harmless for any violations of the same. Furthermore, if the AUTHORITY determines that CONSULTANT has knowingly employed any unauthorized alien

in the performance of this Agreement, the AUTHORITY may immediately and unilaterally terminate this Contract for cause.

23. 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:

23.1 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

23.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

23.4 Obligations upon expiration or termination of the Contract; and

23.5 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.


24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

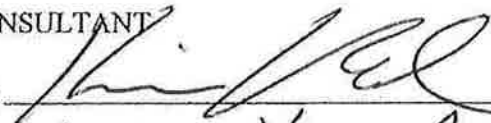
24.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

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 Authority's Board of Directors at its meeting on 8/25, 2010.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Miller

CONSULTANT
By: 
SENIOR VICE PRESIDENT
Title

ATTEST:  (Seal)

Approved as to form and execution, only.



General Counsel for the AUTHORITY

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SCOPE OF SERVICES
TOLL SYSTEM REPLACEMENT CONSULTANT SERVICES

1.0 DESCRIPTION

The Consultant shall provide assistance in the evaluation and selection process for procurement of a new toll collection system. The Consultant shall work closely with Authority staff to identify the need for upgrades for the Authority's toll collection systems including host and back office systems, plaza systems, in-lane systems, maintenance systems and violation enforcement systems. Both hardware and software solutions shall be investigated, evaluated and reported.

At the Authority's option and sole discretion, the firm may also be engaged in Phase 2 of this project which is to assist the Authority with the actual implementation of the system changes identified in Phase 1 as described below.

The Authority wishes to have procurement packages ready for issuance no later than March 1, 2011.

2.0 PROJECT BACKGROUND

The Authority is engaged in an ongoing effort to systematically improve its entire transportation management system. As part of that effort, the Authority's Board approved a strategic plan which called for a two phased approach to updating the existing toll collection systems. The first phase called for a system upgrade which was designed to support operations until the second phase – a partial system replacement – could be accomplished. The upgrade was completed as planned and the Authority is now ready to begin the second phase and replace components of the toll collection system. In order to proceed, the Authority needs to revisit the strategic plan to be sure the goals are still compatible with its operational needs. As part of this effort, a review of today's toll system market as well as an evaluation of the Authority's existing technologies is also needed. Once these evaluations are complete the Authority can move forward with the system replacement project.

2.1 Schedule

The following is the summary schedule for Tasks 1 to 10.

Notice to Proceed	Sept 1, 2010	
Kickoff Meeting	Sept 2, 2010	
Submittal Set 1	Oct 1, 2010	Tasks 1,2, 3
Review Period by Expressway Authority	Thru Oct 8, 2010	
Review Conference Period 1	Oct 12-13, 2010	
Submittal Set 2	Nov 5, 2010	Tasks 4, 5, and 6 (Test Plan and Functional Requirements)
Review Period by Expressway Authority	Thru Nov 12, 2010	
Review Conference Period 2	Nov 15-16, 2010	
Submittal Set 3	Dec 13, 2010	Tasks 6, 7 draft
Review Period by Expressway Authority	Thru Dec 21, 2010	
Review Conference 3	Dec 21-22, 2010	
Submittal Set 4	Jan 31, 2011	Pre-final Tasks 1-10
Review Period by Expressway Authority	Feb 7 – Feb 14, 2011	
Review Conference 4	Feb 17-18, 2011	
Final Submittal of Procurement Documents to Authority	Feb 24, 2011	

2.2 Submittals

For each task and subtask, a deliverable is listed with descriptive bullets or notes. The Consultant will use brief Tech Memos (Technical Memoranda) to present specific issues or subjects of discussion for the Authority. Larger roll-up documents for more formal presentations will be in the form of Reports. As major tasks or Reports are completed, the Consultant will also provide PowerPoint slides for Authority use, possibly with executive management or Board meetings. Depending on Authority preferences, the Consultant may also be asked to participate in or make presentations, or only provide materials. Submittals will be delivered and posted to the SharePoint site by 11:00a eastern time on due dates

The Consultant will support review times and revisions for all submittals.

3.0 PROJECT TASKS

3.1 Assignments to the Consultant may include, but are not necessarily limited to, the following:

3.1.1 Industry Overview

Prepare an industry overview identifying firms currently in the marketplace that are providing system solutions to toll agencies. Review and report on the system solutions in place at other leading toll agencies. Identify other agencies with similar programs and needs and identify the systems in use there and how they might meet the Authority's needs.

Analysis shall include an examination of the current direction of the industry and how multi-state and regional interoperability plays into the systems and technologies recommended.

An evaluation of industry practices with regard to rights involving system source code shall be included along with a recommendation to be used in the procurement process.

Determine if there are toll system contracts with other toll agencies within the State of Florida that the Authority could potentially leverage by "piggybacking". Provide a list of contacts at these agencies to allow agency-to-agency follow up.

➤ Deliverable 1 - Industry Overview Tech Memo (Delaney)

- Prepare a tabular summary of
 - Toll industry firms currently in the market place providing solutions to toll agencies,
 - Key features and functions of current systems recently deployed or are under development, and how they could apply to the Expressway Authority, Sample areas to look at will include:
 1. Multi-Lane Free-Flow (express lanes) architecture,
 2. Automatic vehicle classification,
 3. Issues related to image capture and processing,
 4. Transaction format and processing,
 5. Integration of video / violations into overall system.
- Review multistate and regional interoperability, to include potential consideration of the E-ZPass Group and the Alliance for Toll Interoperability,

- Review industry practices regarding ownership and retention of source code. Identify available Florida toll system contracts for “Piggybacking.”

3.1.2 Stakeholder Interviews

Using a prepared standard list of interview questions to include items such as current system short-comings and potential future needs. Conduct interviews in three meetings of several people at each, followed by an executive review meeting. Prepare a written summarization of the interviews with a discussion of common findings.

- Deliverable 2 - **Stakeholder Interview Tech Memo** (Kristlibas – Miller)

3.1.3 Evaluate Current System

Review the Authority’s current system technology and prepare a summary document. The summary document shall include a diagram of the existing toll collection system components and their relationships with each other. It shall also include the following items for each hardware and software component in each portion of the analysis:

- description and purpose of the component
 - interdependencies between the component and other components
 - current support/maintenance status
 - expected end-of-life
 - a discussion of risks
 - a recommendation of whether or not the component should be replaced or upgraded
 - a proposed timeline for each replacement/upgrade recommended
 - A discussion of whether the component could be acquired separately or as a subset of other components.
 - an anticipated cost for each recommended replacement/upgrade
 - A GAP analysis showing the current level and what is currently available and in use in leading tolling organizations
- Deliverable 3a - **Lane / Plaza Tech Memo** (Berg) – an assessment of strengths and weaknesses of each roadside item listed below with respect to physical condition, physical or functional obsolescence, and suitability for incorporation into a new overall system. Sample items and categories of items include:

- Plaza System Functions, Hardware and Software
- Conventional Lanes
 - Lane Controller and System
 - Coin Machines
 - In-Booth Equipment
 - Automatic Vehicle Classification Equipment
 - VES Equipment
 - AVI Equipment
- Multi-Lane Free Flow (Express) Lanes
- Typical Diagrams showing interrelationships of components being evaluated
 - Conventional Lanes
 - Express Lanes
 - Mainline Plazas
 - Ramp Plazas
- Deliverable 3b – **Host System Tech Memo** (Hofstetter) – an assessment of the strengths and weaknesses of the Host/CSC/VPC system and architecture, applications and databases.
 - Hardware and Operating System Software
 - Oracle Software
 - Transaction Processing
 - CSC Application and Subsystems
 - TRIMS
 - IVR
 - Other Interfaces and Subsystems including interfaces to vendors such as printing companies
 - Interoperability Considerations
 - VPC Application and Subsystems
 - Image Review Application
 - TRIMS
 - Violation Processing
 - Interfaces including DMV
 - Supplemental Servers such as Reports Server

- Typical Diagrams – Host Environment
- Accounting impacts and opportunities to enhance financial integration to gain efficiencies during TCS upgrade (KPMG).
- Findings from previously completed evaluation by KPMG.
- Deliverable 3c – **Today's Business Rules Summary Tech Memo** (Kristlibas) – a summary that captures current Business Rules in order for the Authority stakeholders to assess what should remain and what may need to be added.
- Deliverable 3d – **Summary Report** (Hevia or Bausher)
- Deliverable 3e – **Review Conference 1 NEEDS ASSESSMENT Agenda, Handouts, Minutes.** (Miller)

3.1.4 System Upgrade Plan

Prepare an overview summarizing both short-term and long-term plans for upgrading/replacing system components. The plan shall include a discussion of the feasibility of multiple vendors providing different system components and shall include an evaluation of the advantages/disadvantages of using a single vendor versus multiple vendors.

A timeline shall be included as well as the ordering of the component replacements. The interdependencies shall also be addressed in the timeline. Special attention shall be paid to addressing how the components can be upgraded/ replaced with the minimum interruption to traffic, system users and protection of the Authority's revenue stream.

- Deliverable 4 – **System Upgrade Tech Memo** (Bausher)
 - High-level concept of the system upgrade to include new elements, how they are integrated with existing systems, subsystems or components,
 - Contract organizational concept:
 - (Single vs. multiple vendors),
 - (Delineation of multiple contracts),
 - (Assignment of responsibilities),
 - Timeline considerations
 - Initial transition and migration concepts
 - Vendor responsibility considerations
 - Recommendations.

3.1.5 Procurement Method Evaluation

Advise the Authority on procurement methods recently used by other agencies on comparable system acquisition projects. Evaluation shall include the pros and cons of each procurement method and shall take the Authority's procurement policies into consideration.

➤ Deliverable 5 – Procurement Methods Table (Hevia)

- Procurement methods used:
 - RFP,
 - ITN,
 - Existing contact change order,
 - Vendor Supply,
 - Labor Rates and Task-Order Based,
 - Other.
- Contract types:
 - Performance-based system,
 - Milestone-based development,
 - Lease-Purchase vs. Purchase,
 - Maintenance Option Considerations.
 - Existing contact change order,
 - Vendor Supply,
- Timeline considerations.

3.1.6 Develop Requirements and Acceptance Criteria

Prepare documentation detailing technical and functional requirements for each component slated for replacement/upgrade. Also establish system acceptance criteria for the components to be replaced/ upgraded. High level capacity and performance requirements to be tested shall be included for each component that will be upgraded/ replaced that addresses the interdependencies of the components. All requirements will either be testable or verifiable, and tests will be for the component level, subsystem level as well as total system end-to-end testing.

The list of component and subsystems could include the following sample items depending on the results of the previous submittals:

- Deliverable 6a – Test Program (Hofstetter – Berg)
- Deliverable 6b - Lane / Plaza Functional Draft Requirements (Berg).

- Plaza System,
- Conventional Lanes
 - Manual Operations
 - Coin Machine Operations
 - E-Pass Operations
 - Automatic Vehicle Classification Equipment
- Multi-Lane Free Flow Lanes
- Lane / Plaza Capacity and Performance Requirements for Testing
- Deliverable 6c – **Host System Draft Functional Requirements** (Hofstetter)
 - System Functions
 - System Interfaces
 - Transaction Management
 - Transaction Audit Support
 - Transaction exception reviews and amendments,
 - Activity report reconciliation and disposition of irreconcilable exception transactions,
 - Cash Operations Audit
 - Reports and reconciliations of deposits, collector reports, system activity reports and bank deposits.
 - MOMS
 - Host System Capacity and Performance Requirements for Testing
 - Enterprise Integration and Reporting Functional Requirements (KPMG)
 - Integration of **back office systems to GL**
 - **Reconciliation requirements**
 - **Operational** reporting requirements
 - Financial reporting requirements
 - Other financial requirements (e.g., PCI, SAS70, etc.)
- Deliverable 6d – **Customer Service Center and VPC Draft Functional Requirements** (Kristlibas)
 - CSC Functions

- CSC Interfaces
 - IVR
 - 3rd Party Payment Channels – out of system account-replenishment network.
 - Interoperability
 - Rental car companies and other commercial accounts,
 - Parking facility interfaces,
 - Citations to court,
- CSC Business Rules Requirements
- VES Image Processing
- Out-of-state license plate lookup
- Invoicing and Invoice Management
- Account Statements
- Account Management Audit / Accounts Receivables Audit
 - Reconciliation of transactions to account balance changes,
 - Invoice / Violation Notice Aging Reports,
- CSC Capacity and Performance Requirements for Testing – e.g. call center system load capacity, image processing,.
- Deliverable 6f – **Upgrade Plan and Functional Requirements Summary Report** (Hevia or Bausher) – this will be a compilation of the work completed to this point for review as an integrated whole.
- Deliverable 6g – **Review Conference 2 UPGRADE PLAN Agenda, Handouts, and Minutes.** (Miller).

The following tasks will be developed after Review Conference 2, as their level of detail could depend on upgrade plan decisions made at the conference. All lists in Deliverables 6aa through 6dd below represent possible categories which could change based on the results of submittal sets 1 and 2.

- Deliverable 6aa - **Lane / Plaza Technical Requirements** (Berg)
 - Plaza System Technical Requirements
 - Network Requirements
 - Lane Controller System Technical Requirements
 - Transaction Message Requirements
 - Lane Control Hardware Requirements
 - Lane Control Software Requirements
 - Automatic Vehicle Classification Equipment
 - Lane Subsystem Technical Requirements
- Deliverable 6bb – **Host System Technical Requirements** (Hofstetter)
 - System Requirements
 - Hardware Requirements
 - Software Requirements
 - Transaction Audit Support
 - Cash Operations Audit
 - MOMS
 - Interoperability Requirements
- Deliverable 6cc – **Customer Service Center Technical Requirements** (Kristlibas)
- Deliverable 6dd – **Enterprise Integration and Reporting Technical Requirements** (KPMG)
 - Financial and Reporting Performance Requirements

3.1.7 Scope of Work

Prepare a Scope of Work describing major project deliverables as well as a preliminary schedule, plan for testing, and a preliminary transition plan for system cutover. If it is determined that more than one vendor could be selected to provide different system components, multiple Scope of Work documents may be required. In addition, if appropriate, a plan for coordination and oversight of multiple vendors shall be provided.

- Deliverable 7a – **Scope of Work – General** (Bausher) (Note this section may apply to one contract or multiple contracts).
 - Submittals
 - Design Submittals
 - Interface Control Documents
 - Installation
 - System-integrator-supplied; As-Installed Drawings, Cut Sheets, Serial Numbers, Warranty and Maintenance Documentation
 - Software Licenses and Escrow / Code
 - Installation Design Requirements
 - Warranty and Maintenance Services
 - Program Support Services (, Contractor Management During Design, Development and Testing, Training Programs)
- Deliverable 7b – **Scope of Work - Lane / Plaza Upgrade, Migration and Testing Program** (Berg)
- Deliverable 7c – **Scope of Work - Host Upgrade, Migration and Testing** (Hofstetter)
- Deliverable 7d – **Scope of Work - CSC Upgrade and Migration** (Kristlibas/ Hevia)
- Deliverable 7e – **Review Conference 3 DRAFT PROCUREMENT SET Agenda, Handouts, Minutes.** (Miller).

3.1.8 Risk Analysis

Prepare a formal analysis of project risks. Identify and categorize all potential real and perceived risks. Identify controls that are required to mitigate the identified risks as well as monitor them throughout the process.

- Deliverable 8 – **Risk Analysis** (KPMG)

Identify, categorize and prioritize risks and proposed mitigation techniques for the TCS Project.

- Format/layout by Conference 1
- Initial draft by Conference 2
- Enhanced draft by Conference 3

PBS&J technical staff will support KPMG in consultation on this task development, particularly as it relates to the identification and mitigation of technical risks.

3.1.9 Cost Estimate

Develop a cost estimate framework that will be used for both this task and the procurement. Develop a preliminary cost estimate for replacement/upgrade items to be used as a funding guideline. This shall include both the procurement of the components and their installation and potential maintenance costs.

The cost estimate shall be at a detail level that clearly shows estimated costs for each system component.

- Deliverable 9a – **Initial System Quantities and Tabulations** (Hevia – Chen) (to be submitted with Submittal Package 1 for Conference 1).
- Deliverable 9b – **Preliminary Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 2 for Conference 2).
- Deliverable 9c – **Draft Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 3 for Conference 3).
- Deliverable 9d – **Final Cost Estimates** (Hevia – Chen) (to be submitted with Submittal Package 4 for Conference 4 and will include blank forms for bidding purposes).

3.1.10 Assist with Preparation of Formal Procurement Package

Based on the procurement method selected, provide assistance in the development of the formal Request for Proposals (RFP), Request for Quotations (RFQ), or similar solicitation package.

- Deliverable 10 – **Draft Procurement Package** (Miller – Kristlibas).
The Consultant shall provide technical support to the Authority's procurement department in review and potential augment to Authority terms and conditions and ensuring that technical sections prepared by the consultant fit in the Authority procurement package(s). Work areas could include:
 - Procurement schedule milestones requirements, evaluation weighting and details,

- Software Licensing
- Service Level Agreements

3.1.11 Evaluation Process

Assist the Authority with the evaluation of proposals and provide assistance through the award of contract(s).

The PBS&J Team recognizes there are many variables at this stage, and therefore we suggest that a level of effort is used at this point to estimate costs for services in support of the Authority. Contemplated support offered during two specific stages would include:

1 – During Vendor Proposal Preparation – the PBS&J team will provide assistance in tracking and answering potential vendor questions, assist with pre-bid meetings and field views and in issuing addenda as needed.

2 – Proposal Submittal Evaluation – the PBS&J team will support the Authority in reviews of the proposals in terms of

- a-* Vendor Qualifications
- b-* Vendor Technical Responses
- c-* Pricing Analysis for balanced bids and “apples to apples” comparisons.
- d-* “Best Value” assessment for Authority Recommendation.

The reviews will be provided in summary and detail to assist Authority evaluation team in scoring the proposals.

4.0 CONSULTANT REPORTING

The Consultant shall provide a written status report on a weekly basis in conjunction with the weekly project progress meeting. This report shall contain status on all items in progress, the total time worked broken out by individual assigned for the week, and the planned activities for the upcoming week. The consultant will submit weekly labor charges from the timecard entry system along with the monthly summary of all hours worked by task with each monthly invoice along with direct expenses and sub-consultant fees.

5.0 TERM OF CONTRACT

Work shall commence upon issuance of a written Notice to Proceed from the Authority. Services to be provided shall be completed by the Consultant within 300 calendar days from the date established in the Notice to Proceed.

End of Section



Orlando-Orange County Expressway Authority

Contractor Security Guidelines Handbook

Version 3.2

June 6, 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
3.2	June 6, 2010	Added Enhancements for Remote Access	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?

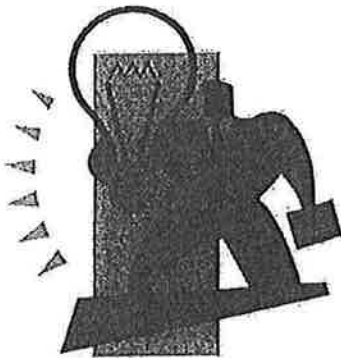


By safeguarding OOCEA information resources, you are doing your part to protect the tools necessary to perform your job functions in addition to helping ensure that OOCEA can continue its mission. There may also be federal and local laws that govern the proper use of resources and information. You could 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.

4.1. Privacy.



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.

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.

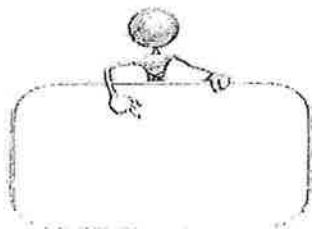
5. Acceptable Use of OOCEA Resources

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.

Data maintained by the IT department includes credit card information belonging to customers of the Authority. As such, great care must be taken in the protection of this information. All technology utilized within the Authority's cardholder data environment must be capable of being authenticated, at a minimum, with a user id and password, where applicable.

The IT department will maintain a list of all removable electronic media, laptops, pdas, etc. that access the cardholder environment. All uses of technology, including removable electronic media, laptops, desktops and pdas, etc. that are expected to access the cardholder data environment and are not the property of the Authority must be approved in writing by the IT department and inspected by the HelpDesk. If you are uncertain as to whether your device qualifies as part of the cardholder data environment, contact the IT department.

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?

- 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.
- 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, such as credit card 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.



5.2 What Is Not Acceptable? cont'd

- You may not copy proprietary software or licenses or OOCEA business data for personal or other non-OOCEA use.
- 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.
- Connections from within OOCEA's internal network to any OOCEA employee or contractor owned resource is prohibited. As examples, contractors may not connect to at home networks or personal computers for the purpose of viewing surveillance cameras, performing maintenance, testing or other outside activities.



6. Access to OOCEA Resources.

6.1. Screening and Authorization

- Contractors will only use Authority systems, information and equipment in a manner consistent with the contractor's job function and requirements. Authority resources are to be used for Authority business only.

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.

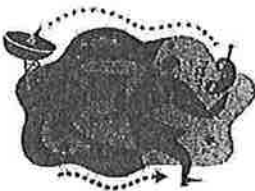
You will be held responsible for any activity initiated by your userID and password. In order to help protect your login credentials, adhere to the following rules:

- 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 login 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.
- 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.

7. Remote Access



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 follow these guidelines:

- 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 non-cardholder environment 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, such as credit card data, on non-OOCEA computers is strictly prohibited.
- You must protect your remote access credentials in the same manner as afforded your userIDs and passwords.



8. Mobile Computing

- 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.
- All external, i.e. remote, access to any machine in OOCEA's cardholder data environment must be through a company, i.e. contractor's employer, owned, approved and managed device. OOCEA approved anti-virus software must be installed with definition files kept up-to-date at all times. In addition, security patches must be kept up-to-date. These devices will be made available to OOCEA for inspection on a quarterly basis.
- All remote access connectivity, i.e. VPN, is configured to timeout after thirty (30) minutes of inactivity.
- All remote access connectivity, i.e. VPN, is configured to require re-authentication after eight (8) hours of continuous connectivity.
- See "Wireless Networking" if you have or intend to use 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.



10. A Word About Viruses.

- 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.

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

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 Restrictions	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.

EXHIBIT B

METHOD OF COMPENSATION

Exhibit B
METHOD OF COMPENSATION
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT

1.0 PURPOSE

This Exhibit describes the limits and method of compensation to be made to the Consultant for the services set forth in Exhibit "A", Scope of Services. The services shall be provided over the duration of the work specified in Section 2 of the Contract.

2.0 AMOUNT OF COMPENSATION

- 2.1 The Authority agrees to pay the Consultant for the performance of authorized services described in Exhibit "A" an amount not to exceed \$725,000.00 for the term of the Contract, such amount hereinafter referred to as the Maximum Limiting Amount.
- 2.2 Compensation for services provided under this Contract will be made on a unit price basis per manhour, plus reimbursable expenses and will not exceed the Maximum Limiting Amount unless increased by the Authority. This method of payment is intended to compensate the Consultant for all costs (salaries, overhead, fringe benefits, equipment costs, operational costs, reimbursable expenses and profit) related to the services required.

3.0 ALLOWABLE COSTS

The Authority will reimburse the Consultant for all reasonable allocable and allowable costs. The reasonableness, allocability and allowability of reimbursements sought under the Contract are expressly made subject to the terms of (1) the Contract, (2) Federal Acquisition Regulations sub-part 31-2, (3) Office of Management and Budget (OMB) Circular A-87 (46FR9548, January 28, 1981) and A-102 (45FR55086, August 18, 1980), and (4) other pertinent federal and state regulations. By reference hereto, said sub-part of Federal Acquisition Regulations and OMB circulars are hereby incorporated in and made a part of the Contract. Allowable Costs and Fees are defined as follows:

- 3.1 Direct Salaries and Wages: All direct salaries and wages of the Consultant for time expended by personnel in the performance of the work; however, this shall specifically exclude salaries and payroll burden of Corporate Officers and Principals when expended in the performance of indirect functions. The amount for salary related cost is based on unit rates for the Consultant's staff expected to be used to perform the required services. The Consultant, for the term of the Contract, will not be compensated for salary related costs in excess of those originally accepted by the Authority unless the Authority authorizes additional staff or costs by Supplemental Agreement.

Direct Salaries and Wages (salary costs) include both straight time payments and all overtime payments made for an employee's services on a project. Straight time costs shall be the hourly rate paid for an employee based on a forty (40) hour workweek. Overtime costs shall be the salary costs paid for an employee for work exceeding a forty (40) hour workweek. Overtime costs shall be paid as either Straight Overtime costs or Premium Overtime costs as detailed below:

- 3.1.1 Straight Overtime: The portion of overtime compensation paid for employees at the straight time hourly rate burdened with overhead and fringe benefits.
 - 3.1.2 Premium Overtime: The portion of overtime compensation paid in excess of the straight time hourly rate not burdened with overhead and fringe benefits. Premium overtime is not authorized unless approved in writing by the Authority's Project Manager.
 - 3.1.3 Payment of Overtime: Straight Overtime or Premium Overtime shall be paid in accordance with the Consultant's overtime policies and practices, provided that such compensation plan or practice is so consistently followed, in effect, to imply an equitable treatment of overtime to all of the Consultant's clients.
- 3.2 The multipliers applied to all Consultant direct salaries and wages as total compensation for the Consultant's administration overhead and burden costs (indirect charges) and the Consultant's operating margin (profit and risk) are shown in Exhibit C, Fee Proposal.
- 3.3 Expenses: A not-to-exceed amount of \$18,570.00 has been negotiated to pay for miscellaneous and out-of-pocket Consultant expenses. All non-local Consultant and subconsultant travel must be pre-approved by the Authority and will be reimbursed in accordance with Florida State Statute 112.061. The Consultant shall earn a portion of the lump sum portion of the expenses (\$4,500.00) in the amount equal to such lump sum equally distributed over the term of the Contract. Any balance due the Consultant upon completion of the project shall be paid in the final invoice.
- 3.4 Subconsultant Costs: Compensation will be based on actual costs of subconsultant expenses directly chargeable to the project and supported by invoices or other documentation acceptable to the Authority. Subconsultant fees, as authorized by the Authority, will be passed through the Consultant at cost. In lieu of administrative mark-up, the Consultant will charge time and reimbursable costs associated with the management administrative charges to oversee and administer subconsultants.

4.0 METHOD OF COMPENSATION

Unless increased, no more than the Maximum Limiting Amount provided for in Section 2.0 above will be paid by the Authority to the Consultant as follows, subject to the provisions of Section 3.0 above:

- 4.1 The Consultant will be reimbursed monthly for services performed. Payment to the Consultant will be in an amount to cover costs incurred during the preceding month for actual direct salary and wages times the appropriate overhead rate and operating margin multipliers, expenses and subconsultant costs for actual work performed. The Consultant shall promptly pay all subconsultants their proportionate share of payment received from the Authority.
- 4.2 The Consultant shall be responsible for the consolidation and submittal of one (1) original monthly invoice, in the form and detail established or approved by the Authority. All payments on such invoices are conditional and subject to adjustment as a result of a final audit as to the allowability of costs in accordance with this Exhibit B. Invoices shall include an itemization and substantiation of costs incurred. The itemization must include the amount budgeted, current amount billed, total billed to date and amount to complete.
- 4.3 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, work that is behind schedule 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 Consultant promptly when the work is subsequently satisfactorily performed.

5.0 PROJECT CLOSEOUT:

- 5.1 Final Audit: The Consultant shall permit the Authority 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 properly disallowed by the Authority because of accounting errors or charges not in conformity with the Contract, the Consultant agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority shall have the right to deduct from any payment due the Consultant under any other contract between the Authority and the Consultant an amount sufficient to satisfy any amount due and owing the Authority by the Consultant under the Contract. Final payment to the Consultant shall be adjusted for audit results.

- 5.2 Certificate of Completion: Subsequent to the completion of the final audit, a Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant shall either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.

End of Section

EXHIBIT C
DETAILS OF COSTS AND FEES

EXHIBIT C
PBSJ FEE PROPOSAL
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT
CONTRACT NO. 000702

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000702
23-Aug-10

PROJECT DESCRIPTION: Tasks

Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Major Deliverable QA/QC and Proj Mgmt	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
														0	\$0.00	
Walter Kristibas	\$82.00		40	64	12		64	70				160	0	410	\$33,620.00	
Tom Delaney	\$80.53	40						10					24	74	\$5,959.22	
Brian Spence	\$74.52	12								16			16	44	\$3,278.88	
Phil Miller	\$75.24	16	40	24	24	12	40	80	16	16	40	160	120	588	\$44,241.12	
Chris Bausher	\$64.32				120		80	80				80	0	360	\$23,155.20	
Erik Berg	\$60.58			80	40		40	80	16			80	0	336	\$20,354.88	
Mike Davis	\$68.51										40		80	120	\$8,221.20	
Bob Lagalla	\$55.29				24		120	40	16	40				240	\$13,269.60	
Luis Hevia	\$44.13			48		40	140	40		60			0	328	\$14,474.64	
Kevin Yorke	\$33.65			8	8		8	8						32	\$1,076.80	
Hong-Ting Chen	\$26.86			24		40		40		100			0	204	\$5,479.44	
Chris Russo	\$26.92						40	40		20			0	100	\$2,692.00	
Evelyn Perez	\$21.22	4	8	16	16	8	16	16		16	20		24	144	\$3,055.68	
SUBTOTAL														0	\$3,055.68	
TOTAL		72	88	264	244	100	548	604	48	268	100	480	264	2,980	\$178,878.66	\$60.03

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Hours	Labor	w/ Mult.
Task 1 - Industry Overview	72	\$5,404.16	\$16,212.65
Task 2 - Stakeholder Interviews	88	\$6,459.36	\$19,378.29
Task 3 - Evaluate Current System	264	\$15,271.78	\$45,815.77
Task 4 - System Upgrade Plan	244	\$13,883.04	\$41,649.56
Task 5 - Procurement Methods	100	\$3,912.24	\$11,738.85
Task 6 - Requirements & Acceptance Criteria	548	\$30,324.92	\$90,975.73
Task 7 - Scope of Work	504	\$29,293.22	\$87,880.60
Task 8 - Risk Analysis	48	\$3,057.76	\$9,173.38
Task 9 - Cost Estimate	268	\$10,819.48	\$32,458.79
Task 10 - Assist w/ Procurement Package	100	\$6,174.40	\$18,523.40
Task 11 - Evaluation Process	480	\$35,150.40	\$105,452.32
Major Deliverable QA/QC and Proj Mgmt	264	\$18,143.92	\$54,432.34
TOTAL	2,980	\$177,894.66	\$533,689.87

TOTAL CONTRACT FEE COMPUTATIONS

PBS&J LABOR-RELATED COSTS	
Salaries	\$178,878.66
Audited Overhead (OH) Rate	167.85%
Burdened Labor = Salary x (1 + OH Rate)	\$479,144.38
Project Profit	12.00%
Project Profit	\$57,497.32
Loaded Labor = Burdened x (1 + Profit)	<u>\$536,641.70</u>
(Eff. Mult. OH + Profit = 300.003%)	
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	\$18,570.00
Hofstetter Consulting Services LLC	\$84,250.00
KPMG	\$59,250.00
Add sub. support if Authority request- Task 11	\$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	<u>\$182,070.00</u>
TOTAL LABOR PLUS DIRECTS AND SUBS	\$718,711.70
ROUNDED	<u>\$718,700.00</u>

Orlando-Orange County Expressway Authority
DIRECT COSTS ROLLUP
Contract 000702
23-Aug-10

Expense Categories

		Air Travel	Lodging Nights	Rental Car Days	Per Diem Meals		
<i>Proposed Staff</i>							
<i>Chris Bausher</i>							
<i>Erik Berg</i>		5	18	18	18		
<i>Hong-Ting Chen</i>							
<i>Mike Davis</i>							
<i>Tom Delaney</i>							
<i>Luis Hevia</i>							
<i>Walter Kristlibas</i>		0	20	20	20		
<i>Bob Lagatta</i>							
<i>Phil Miller</i>							
<i>Evelyn Perez</i>							
<i>Chris Russo</i>							
<i>Brian Spence</i>							
<i>Kevin Yorke</i>							
TOTAL		5	38	38	38		

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES

	Quantities	Estimated Unit Cost	Extended Costs	Note, Consultant will only bill actual travel expenses incurred and per-diem for meals during travel.
Air Travel	5	\$800.00	\$4,000.00	
Lodging Nights	38	\$150.00	\$5,700.00	
Rental Car Days	38	\$70.00	\$2,660.00	
Per Diem Meals	38	\$45.00	\$1,710.00	
Lump Sum - Miles, Tolls, Repro., Tele., Sharepoint	1	\$4,500.00	\$4,500.00	
TOTAL			\$18,570.00	

Hofstetter Consulting Services LLC**Subcontract Estimate**

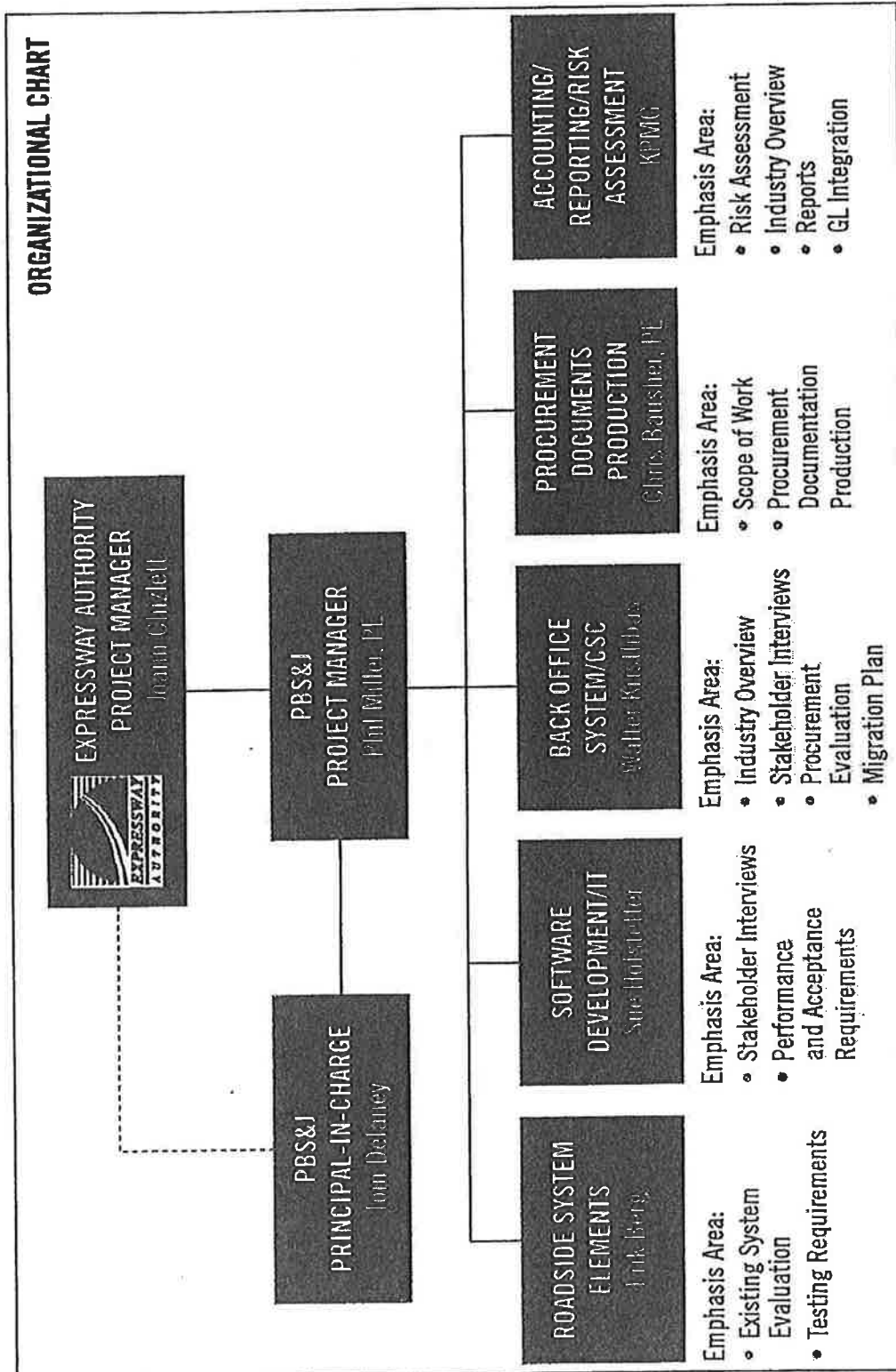
Task	Consultant	Estimated Hours	Hourly Rate	Est. Cost
Submittal Set 1	Sue Hofstetter	120	\$150	\$18,000
Submittal Set 2	Sue Hofstetter	160	\$150	\$24,000
Submittal Set 3	Sue Hofstetter	180	\$150	\$27,000
Submittal Set 4	Sue Hofstetter	32	\$150	\$4,800
Review Conference	Sue Hofstetter	32	\$150	\$4,800
Subtotal Hours		524		\$78,600
Travel		Est. Per Trip Cost	# Trips	Est. Cost
3 trips @ 5 days	Sue Hofstetter	1250	3	\$3,750
3 trips @ 3 days	Sue Hofstetter	950	3	\$1,900
Subtotal Travel				\$5,650
Subcontract Total Estimate				\$84,250

Deliverable/ Task	Manager (C.Krepcho)	Partner (D.Dennis)	Cross Totals
Enterprise Issues 1	45	3	48
Enterprise Function	100	4	104
Enterprise Technic	15	4	19
Risk Assessment	85	4	89
<i>Totals by Position</i>	<i>245</i>	<i>15</i>	<i>260</i>
<i>Rates by Position (\$</i>	<i>225 \$</i>	<i>275</i>	
<i>Total Fees by Positi \$</i>	<i>55,125 \$</i>	<i>4,125 \$</i>	<i>59,250</i>

EXHIBIT D

PROJECT ORGANIZATIONAL CHART

ORGANIZATIONAL CHART



PBS&J

EXHIBIT E
TECHNICAL PROPOSAL



An employee-owned company

July 7, 2010

Mr. Claude Miller
Director of Procurement
Orlando-Orange County Expressway Authority
4974 ORL Tower Rd.
Orlando, Florida 32807

Re: Toll System Replacement Consultant
Contract No. 000702

Dear Mr. Miller:

The Orlando-Orange County Expressway Authority (Authority) is completing Phase I of its tolls strategic plan and preparing to upgrade the toll collection system to address current and future needs. PBS&J understands and appreciates the challenges the Authority is undertaking and wishes to provide assistance to help meet these challenges. The PBS&J team, comprised of **PBS&J, Hofstetter Consulting Services, LLC, and KPMG**, is confident we have the most qualified team and the greatest availability of resources to support the Authority in ultimately upgrading to the best technical and operational toll solution available.

The PBS&J team understands the Authority's urgent schedule request. We also recognize the significant attention to detail a toll revenue system upgrade project demands. We have the local team and resources necessary to support the immediate needs and the attention to detail required, and will provide close coordination with the Authority to enable a level of control and direction that efficiently involves the Authority's project team.

The PBS&J team brings leading national tolls expertise in roadside and host/back office systems to this project, as well as tolls engineering and finance. With an unmatched familiarity with the Authority organization and systems, this team will require virtually no learning curve. The PBS&J team provides solutions to minimize the risks encountered on toll projects, particularly on major toll system upgrades with respect to financial accuracy, customer service, operations, and schedule adherence.

Our local project manager, **Phil Miller, PE**, has served in major roles on several tolls projects in Florida, California, New York, Illinois, Indiana, and North Carolina, each of which broke new ground in some respect. It will be a privilege for Mr. Miller and the entire PBS&J team to serve you on your ground-breaking project—the successful migration of America's first major integrated toll system to the next generation of universal tolling. This system will function with or without cash operations, with complete integration of video and electronic tolling, with support for off-site payment channels or other services, and with future flexibility to accept new roadside or host technologies as they develop.

The PBS&J team looks forward to continued participation in your success and is dedicated to continual support of the Authority. We will provide the resources and expertise necessary to complete the work to your satisfaction.

If you have any questions or require additional information, please do not hesitate to contact either Tom Delaney at 407.806.4121 or by e-mail at tidelaney@pbsj.com or our project manager, Mr. Miller at 407.806.4198 or by e-mail at philmler@pbsj.com.

Sincerely,

PBS&J

Tom Delaney
Vice President/Division Manager
Principal-in-Charge

Phil Miller, PE
Associate Vice President
Project Manager

EXECUTIVE SUMMARY

The legacy and strength of the original advanced revenue collection system (ARCS) implemented by the Orlando-Orange County Expressway Authority (Authority) is evident. The fact that an information technology (IT) system is still in revenue collection mode after more than 15 years (even with updates, revisions, and various hardware and software upgrades) is testimony to the forward-thinking approach taken by the Authority when it launched its first toll operations system in the early 1990s, with the support of PBS&J and Sue Hofstetter. That legacy of forward-thinking continues today in the execution of the tolls strategic plan.

The PBS&J team presents our approach for the development and procurement of the upgrade project within this technical proposal. In the **Understanding and Approach** section, we discuss how each potential task in the request for proposals (RFP) will be addressed, as well as key related points and the proposed sequence and relationships of those tasks. In the **Organization and Management** section, we review how we will work within your contractor security guidelines and our corporate policies and procedures, and discuss how the local project management team will administer the project and support ongoing Authority liaison, oversight, and control.

Throughout the discussion we emphasize four points:

- We understand the urgency and significance of this project to the Authority.
- We bring local project management and intimate knowledge of the Authority's tolls infrastructure.
- We bring broad current tolls expertise from Florida and other similar projects across the country.
- We will provide risk identification, management, and mitigation throughout the project.

The PBS&J team recognizes this project's significance and the Authority's urgency in completing it—now is the time to move. The toll system is mission-critical, and some improvements are needed immediately. Yet the project must be developed systematically and comprehensively since the new toll system will be used for many years into the future. The upgraded system must be reliable, efficient, and flexible to meet the evolving needs of the Authority. The system must be able to maintain or exceed the 99.96 percent accuracy level with a transparent, auditable, and traceable record. To reach these goals, the PBS&J team will review the strategic plan and

Phase I improvements and assist the Authority in identifying remaining issues and various ranges of options and solutions. We will also develop recommendations to support Authority decision making while providing quick, but deliberate support.

We offer an Orlando-centric team ready to support this project immediately. The project manager (**Phil Miller, PE**) and principal-in-charge (**Tom Delaney**) both live and work in Orlando, as do many of the professionals assigned to this project. All have lived in Florida and are familiar with operating conditions in the State. As a result, mobilization is not required. We can begin work immediately and be in close coordination to the degree necessary in meeting the needs of the Authority. This will ensure the most efficient use of time and resources. Mr. Miller will serve as the primary point of contact with the Authority project manager and will be readily available for on-site meetings as necessary, as will other local staff.

We offer an Orlando-centric team ready to support this project immediately.

The PBS&J team has carefully reviewed and analyzed the RFP and has responded to key points within this submittal. We have also looked beyond the listed requirements and articulated design or scope of work issues that we believe will bring value to the Authority. **PBS&J, Hofstetter Consulting Services, LLC, and KPMG**, have a pool of highly-qualified staff resources who provide expertise in the disciplines required for a successful system assessment and upgrade. Our team has current, comprehensive national expertise across the entire tolls spectrum. Our qualifications and resources span roadside toll operations, host/back office and customer service center (CSC) operations, tolls technology, IT technology, and knowledge of how the technology should be used in account management and financial reporting. Our professional team has ample experience in successful tolls procurements and can offer a range of strategies, solutions, options, and support to the Authority. The PBS&J team also has experience in successful data migrations from legacy to new systems with no losses in revenue or negative impacts on customers.

The PBS&J team melds breadth and depth of industry knowledge and in-depth knowledge of the Authority's existing toll system, toll operations, and requirements. PBS&J understands the tolling market in Florida and we are actively supporting almost all toll agencies in the State. This has allowed us to

become intimately knowledgeable of the other available contracts in Florida. PBS&J is very familiar with all roadside tolls issues and concerns, as well as advance preparations for the upcoming migration. Ms. Hofstetter was a key member of the management team on the original ARCS system and worked with the program for many years; KPMG is a current advisor to the Authority for toll financial issues. We will immediately provide close support to the Authority management team and be available to review work at the Authority's office at any time.

The PBS&J team understands the inherent risks of any major IT project, especially a migration of a revenue system from one generation to another. Risk areas include revenue, customer account accuracy, customer service, maintenance of internal operations during and after the transition, and scheduling and coordinating all project activities and areas. Our team is capable of identifying and mitigating project risks and has a proven track record of success. Finally, we understand the Authority's procedures and requirements for management of IT risk in adherence to the contractor security guidelines, to which the PBS&J team will adhere.

The **Understanding and Approach** section that follows addresses tasks individually. There are some areas we anticipate will be of particular concern that we are prepared to emphasize, including:

- Video technology and processes will be a concern for the roadside portions of the system and in fact, is currently being addressed with interim upgrades. Video technology and performance has been improving at a rapid rate and offers much greater reliability and suitability as a back-up vehicle identification system than in past years. The PBS&J team has current information and experience in this area which will be of great benefit to the Authority.
- Lane control for the multi-lane express lanes will also be a challenge. The PBS&J team is currently addressing this issue with TransCore's multilane radio frequency identification (RFID) design for other toll operators in Florida and elsewhere, and how that RFID design is supported with multilane lane controllers.
- In regard to the back office and CSC operations, the upgraded system will be required to address specific current challenges. For example, the current system's proprietary system software and interfaces, as well as some customer service features from the original ARCS deployment, may not meet today's business environment.

- The upgraded system will be required to be more secure, have open architecture or at least have open interfaces, be a more modular and flexible design, and be able to be modified and expanded as the Authority's needs grow or change. The need for enhanced integration of video and out-of-state vehicle tolling into the overall process can also be anticipated.
- Schedule will be critical for this fast-paced project. We will develop and maintain a project schedule with milestone dates, key decision points, and critical path items. We will assist the Authority with the decision-making process by providing descriptions of specific issues and decision points, identification of alternatives and potential impacts, and recommendations. This information will help the Authority make the best decisions quickly.
- Project coordination and data exchange will also be critical. The PBS&J team proposes weekly progress meetings for the review of schedule, progress reports, and action item lists, along with pending work schedules. The team will use data resources such as the Microsoft SharePoint on-line collaboration tool to ensure Authority access to project information as needed.

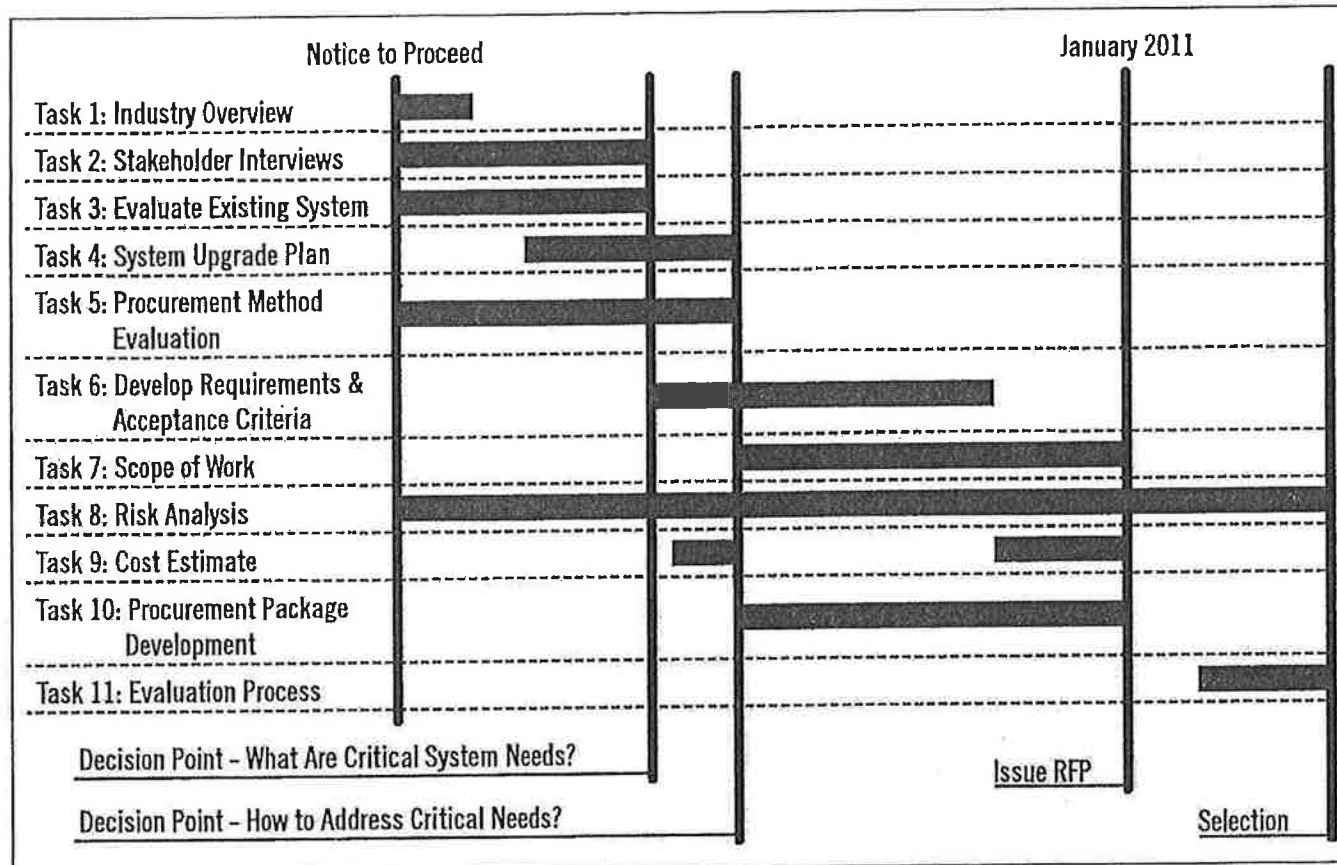
UNDERSTANDING AND APPROACH

Introduction

The PBS&J team is ready to support the Authority in moving into the next phase of its tolls upgrade program by assisting with the tasks listed in the RFP. We offer the Authority thorough knowledge of the existing system, a local project manager, key support, and all necessary resources.

The project schedule on the following page illustrates the PBS&J team's suggested approach to perform the tasks to meet the Authority's needs in rapid development of the tolls assessment and upgrade program. Our approach has been proven through several previous projects and follows a structured systems engineering approach. A sample of these projects includes the North Carolina Turnpike Authority (NCTA) toll system specification and procurement, the I-495 high-occupancy toll lane system specification and procurement in Virginia, the concept of operations and business rules for the Port Authority of New York & New Jersey (PANYNJ), and the concept of operations and business rules for the Metropolitan Transportation Authority (NY) Bridges and Tunnels (MTA B&T). The system will be developed based on the user needs of the customers and operators of the system, while meeting the long-term goals of the Authority.

Toll Collection System Project Timeline



Tasks will be conducted simultaneously to accelerate the schedule, enabling the Authority to make key decisions at critical approval points as the toll system RFP is developed. For example, after the "determination of critical system needs" milestone, the Authority may want to consider alternate procurement strategies for portions of the system. Additionally, our approach is designed to address and minimize risk throughout the course of the project.

Multiple tasks will be conducted simultaneously to accelerate the schedule.

Certain tasks or issues not currently envisioned may become critically important before December 2010. We will recalibrate efforts as needed to ensure correct direction and success. The PBS&J team will listen to the Authority, understand the issue, develop a concept-level solution with alternatives and recommendations, review concept solutions and alternates, and then make recommendations to the Authority.

This PBS&J team has very broad and current experience across North America and locally in Florida. However, current practice elsewhere does not always meet local needs. For this reason, listening to the Authority's needs and direction will be critically important as we collaboratively address each work element.

Industry Overview

The science of tolls technology and operations is an empirical one, with new tests, trials, and improvements constantly underway in applied technology, services, and customer options. The Authority should begin this system development effort with the benefit and understanding of these tests, trials, and improvements. The current experience of the PBS&J team with many of these innovations will greatly aid in the rapid development of this task, along with our existing database of information on toll collection systems and vendors. We can also support the Authority's outreach efforts as needed or desired with key personnel who have been involved with other clients in recent engagements, acting as "ambassadors" to toll operations outside of Florida. The available expertise and experience of PBS&J's Orlando-based national tolls division includes:

- Recent interviews and site visits with clients at a wide variety of toll agencies such as the North Texas Toll Authority and Denver's E-70 Public Highway Authority, for a first-hand understanding of current toll collection system solutions, as well as bringing toll industry vendors to our clients for on-site demonstrations and question and answer sessions.
- Staff who have led key interoperability efforts as Chairman of the Executive and Policy Committees of the Inter-agency Group (IAG) (Walter Kristlibas), or worked with the Alliance for Toll Interoperability (Phil Miller, PE) on interoperability policy issues in Florida, North Carolina, and Texas.
- A database of key providers of back office, roadside, and CSC operations and media outlets to advertise the RFP in order to reach the greatest number of potential proposers.
- Active participation in and understanding of trends within the industry, particularly related to the use of video for tolling as well as enforcement; off-site, third-party payment channels for unbanked customers; and new thinking about toll revenue recognition and general ledger entries in today's mostly (if not entirely) non-stop toll environment. KPMG has current specific experience and expertise in tolls financial accounting and reporting.
- Experience developing tolls systems specifications and procurements for domestic, international, and public- and private-sector toll operators, including various types of procurement approaches.
- Specific, direct language from procurement documents developed for toll agencies to address issues such as open architecture and access/ownership of source code. We are also experienced with the arguments presented by toll industry vendors regarding the claimed proprietary nature of their source code and the effect on system warranties.
- Experience and knowledge of statewide contracts for Florida toll agencies with TransCore, Raytheon, and the Electronic Transaction Consultants Corporation (ETCC) that the Authority could potentially leverage. We will share this knowledge with the Authority and help the Authority in contacts and deliberations to the extent desired.
- Direct hands-on experience in the planning and execution of transitioning roadside and CSC and violations process-

The PBS&J team has national, recent, and relevant experience. Through this experience, we have gained many "lessons learned" that we can share with the Authority

ing center (VPC) systems, as well as host processing applications.

Stakeholder Interviews

The PBS&J team will review our standard list of interview questions with the Authority's project manager and modify the questions to address current system challenges and potential future needs identified by the Authority. Using a top-down approach (executive management, middle-management, and then supervisory roles), PBS&J will conduct or participate in stakeholder interviews. We will use a standardized approach to ensure consistency during the interview process, which will allow for flexibility of analysis based on specific interview subject matter.

We will then circulate draft notes for stakeholder review to confirm interview accuracy and understanding. Interview notes will be accessible through a SharePoint site and available to Authority project stakeholders at all times. Finally, a summary and prioritization of findings and needs will be provided.

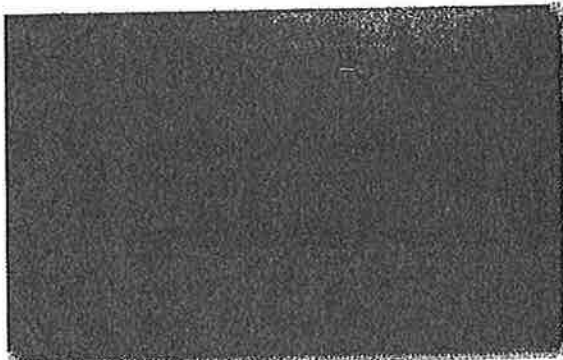
Subject Matter for Stakeholder Interviews

We will address the following subject matter during stakeholder interviews:

- Functional unit strategic objectives.
- Agency staff goals and needs, and gaps between them and the current system.
- Functional unit use of contractors to perform functions, including contractors' performance.
- Stakeholder's relationships with other tolling authorities and industry organizations and best practices learned from these communication channels.
- Stakeholder and functional unit current use of the system and its components and the frequency of system usage.
- Identification of transactional and financial data flow to document current process flow diagrams.
- Functional unit use and custody of customers' personally identifiable information (PII) and the applicability and impact to the Authority's payment card industry compliance initiatives.
- Identification of functional unit current reporting practices (manual vs. systematic), including the flow of reported

information from the functional unit to Authority management.

- Discussion of historical, active, and planned technology and process improvements impacting the functional unit.
- Discussion of perceived existing system and process shortcomings, risks, and stakeholder ideas on enhancing systems/processes to drive efficiencies and better serve the Authority's internal and external customers.
- Data flows and interface requirements between processes or departments.
- Performance requirements for accuracy, reliability, and survivability of system elements and components.
- Sharing of best practices and industry insights with stakeholders by the PBS&J team and discussions of the applicability to the Authority's systems, processes, and key objectives.



Evaluate Current System

Since the deployment of E-PASS in 1994, the Authority has adopted a rigorous, cost-effective approach to system upgrades. This strategy has enabled the Authority to maximize the value of its infrastructure investment while deploying new technology to keep abreast of industry innovation. Using the ARCS as the toll system foundation, the Authority has routinely implemented multiple upgrades to its back office, lane and plaza hardware, software, operating systems, and Oracle database versions. Employing smart, focused solutions rather than wholesale replacement, the Authority has continually improved its toll system by modifying vital components such as the lane controllers, violation enforcement system (VES), automatic vehicle classification (AVC) subsystem, reporting system, CSC, Web site, back office user interface, and interactive voice response (IVR).

This toll system upgrade project represents the first major inclusive toll system procurement in over 15 years and provides the Authority the opportunity to build a new toll system foundation with the best components and features that the industry has to offer. In order to develop the recommended list of tolls components to be replaced or retained and integrated into the new system, PBS&J will inventory the existing systems, subsystems, and individual components. PBS&J plans to utilize small teams of experts in parallel to evaluate the back office operations, back office systems, and roadside components. We have used this approach on similar projects previously for the Harris County Toll Road Authority (HCTRA), Indiana Toll Road, Pennsylvania Turnpike, MTA B&T, and several others.

Factors to consider include life expectancy, initial and maintenance costs, standardization, modularity, open architecture, open source, warranties, reliability factors, climate suitability, vendor support, and ease of integration. We will consider physical or operating obsolescence, as well as functional obsolescence and remaining life need.

The deliverables produced in support of this task will provide the Authority with a comprehensive analysis of the viability of each component as a candidate for replacement, upgrade, or possible incorporation into the new system without any major modifications. Because PBS&J has a first-hand understanding of the Authority's system and the interrelationships between components, we can leverage this knowledge for the Authority immediately upon project commencement.

Our team understands the importance of fast, but accurate decision making based on well-defined factual data. We will collect, organize, and present our findings and recommendations to the Authority in formats that facilitate definitive categorization of components by life expectancy, dependency, risk, and other relevant factors that will feed logically into the requirements definition phase of the project.

System Upgrade Plan

The overarching goal of the upgrade will be to gain the greatest reliability and flexibility of the toll system at the lowest overall cost for many years to come. Many Authority system components and subsystems are in good or very good condition today and do not require urgent replacement. Future sustainability and fitness for purpose are key factors in the process.

The PBS&J team will consider the results of the data collection tasks described previously our familiarity with the existing

system deployment, and future needs to help the Authority make these assessments, choose an upgrade strategy, and develop an implementation plan.

For example, some agencies have eliminated cash collection and toll plazas, relying on video and off-road payment channels accepting bank cards or cash. PBS&J is at the forefront of these efforts in Florida, North Carolina, New York, Texas, and Washington, and can review their potential applicability with the Authority. Other agencies, however, are taking a phased approach to video by adopting some of the business rules to allow video-based toll accounts and improved off-site payment options, while retaining cash collection toll facilities and operations.

Regarding specific hardware or subsystems, TransCore's electronic toll collection (ETC) hardware will presumably remain in use, and we anticipate most lane equipment can be left in place (although the project team will still conduct the reviews to the level of detail expected by the Authority). In addition to particular component functionality, age and original equipment manufacturer support will be a factor assessing of the value of various components and as part of the system upgrade plan. For example, current generation lane equipment designs rely more on Ethernet data connections rather than serial or direct contact connections as in the past, so integration of lane equipment into new generation lane control software may promote some hardware changes. More Ethernet-based hardware and subsystems amplifies the importance of open architecture, open-source software, and interface controls and standards.

System components can be changed and replaced relatively easily, but reliable software with guaranteed performance accuracy and uptimes has to be acquired and developed as a system. Software ages quickly, therefore system software and future flexibility appear to be critical in most of the new initiatives and requirements potentially facing the Authority. The Authority has made upgrades to the database management system (DBMS) and to the operating system. Still, it must be evaluated whether the Authority evolved beyond the capability of the upper limits of the current proprietary system, even with proprietary vendor upgrade paths that may be available. The upgrade plan will consider the gap analysis of what today's ARCS-based system provides and what additional functional,

operational, and customer service needs will have to be met.

PBS&J understands that upgrades are typically less expensive for agencies to make in a relatively safe and controlled migration path environment, but sometimes upgrades are not adequate, particularly with unsupported software.

The Authority could consider the software in at least two major subsets: 1) the roadside system responsible to collect and enter all toll transactions in a highly-reliable manner from the lane controller through the plaza to a toll host, and 2) the back office system, which is primarily the CSC application. Whether video processing, CSC applications, and audit and accounting

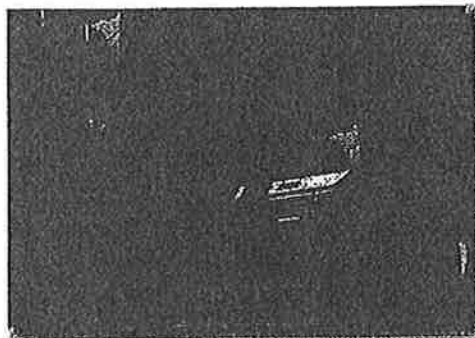
functions could be considered separately or as a group under responsibility of a single systems integrator will be reviewed. These considerations place even greater importance on clearly-defined systems interfaces under control of the Authority.

System segregation is becoming more common in recent procurements and would not be unfamiliar to the vendor community. A recent NCTA RFP was

structured to allow one or two firms to propose on these two system portions. Although the winner was ultimately one firm, there were very good proposals from firms addressing just one system portion. This supported a competitive bidding environment and encouraged a larger number of participating firms. The Florida's Turnpike Enterprise (FTE), Miami-Dade Expressway Authority (MDX), and HCTRA's recent procurements also used this approach.

Another key component of the upgrade strategy will be the migration plan. Aware that the Authority has already made some provisions for systems upgrades in the plazas and computing center environments, the PBS&J team will work with the Authority to develop the concept, rules, and policy requirements in detail as the RFP scope of work is prepared.

PBS&J also has extensive experience developing transition plans involving agency stakeholders and affected vendors. These have led to successful migrations from roadside software and hardware to the entire back office environment without the loss of a single transaction or account and with minimal disruption to customers. The PBS&J team has a solid track record of performing these transitions in Florida (at MDX and the Turnpike), and Mr. Kristlibas at the New Jersey Turn-



pike Authority. We will ensure that transition requirements will be completed by staff who are experienced with this complex level of planning and deployment.

Procurement Method Evaluation

The PBS&J team will help the Authority evaluate the structure for partially replacing components of the existing toll system, including the risks and benefits of awarding a new system to a single vendor versus multiple vendors, with a range of possible components to be retained. The tolls industry marketplace is dynamic and competitive with new entrants, which presents opportunities for the Authority in terms of bundled packages and alternate solutions and improved cooperation with respect to software licensing and open support.

The PBS&J team recognizes that the Authority has a well-developed procurement procedure and will support the Authority's procurement practices in the format and manner required.

The most common procurement method is through the RFP process that requires contractors to provide qualifications for the company and project personnel, a technical response specifically addressing the system requirements, and a price proposal that includes detail pricing of components and a summary sheet with major categories identified and totaled.

Toll system upgrade or replacement RFPs are generally based on system functional requirements to the greatest extent possible, allowing potential vendors the maximum flexibility in providing a total solution for which they can guarantee performance.

A mature, well-running system such as the Authority's also requires a number of specific technical requirements such as the existing working environment; the existing plaza local area network (LAN) and system wide area network (WAN) schema; and existing systems to be updated, retained, or from which data must be imported, among others. Restrictions on the database solution, such as the requirement for the current version of Oracle and other specific requirements, would also be included. In addition, many of the items specified in this RFP such as performance acceptance criteria and the scope of work, would be included as sections.

Having procurement underway by January 2011 will require ongoing coordination that can only be provided by a team with solid subject area background and varied resources, as well as local project management, open communication, good planning, and administration. With strong Authority leadership and PBS&J's resources, we can successfully have a well planned,

organized, and comprehensive toll system RFP developed by January 2011.

The RFP would include a scoring structure for technical proposal evaluation, typically with some points allocated to vendor qualifications, scope of work, key personnel, schedule, and specific hardware, software, or subsystems proposed. It is also customary to set aside points for oral interviews, which includes a question and answer session, allowing for some adjustments to technical scores based on the outcomes of the oral interviews.

The pricing proposals are reviewed after the technical evaluation, typically only for those proposals that are evaluated above a certain predetermined level. Some agencies then convert prices to points to build an overall scoring system, while others consider price separately. Pricing would include program development and design services, the testing program, furnishing and installing of new system hardware and commercial software, application software development, and integration of the entire system(s). Also included would be warranty and maintenance services for set periods of time with extension alternates. The Authority may also want to solicit labor rates for future work orders, if and when desired. Payments in the ultimate contract based on the price proposals are often milestone-based—after accepted detailed design, passed test phases, system acceptance based on other passed tests, and attainment of satisfactory uptime and performance requirements.

This process ensures that the Authority has the ability to select a qualified vendor with a good solution, but at the same time keeps competitive pricing as a component in the process. However, this process requires deliberate RFP development and proposal reviews. The PBS&J team would provide technical support throughout this process in the manner desired by the Authority.

In addition to the RFP process, there are other options for accelerated procurement for parts of the system that the Authority could consider:

- Piggyback on one of the existing tolls agreements in Florida (FTE's Raytheon contract, the TransCore contract, or MDX's back office/CSC contract). For example, if the Authority decides the CSC portion of the host system needs immediate replacement or attention, it is possible to leverage the MDX contract with ETCC, the MDX contractor. Working with an existing contracts would require less time than a full procurement. PBS&J supported the Tampa

Hillsborough Expressway Authority (THEA) in a process where they saved nine months on their procurement by following a similar approach.

- Employ an invitation to negotiate (ITN) process whereby a toll contractor(s) would be selected based on qualifications and little or no specific technical or function requirements or a price proposal. This could be done quicker than a full procurement, but the Authority would lose the ability to control pricing of the developed system. Past Florida experience with this process has not been favorable, but perhaps for a limited segment or component of the overall system, it would present a manageable risk.

Finally, a design-bid-build process could be specified with low-price selection. This bid process requires vendors to be qualified and address specific items identified for bid in the price proposal and the lowest bid is selected. This is a difficult scenario in a toll system environment because of the complexity of the systems and is rarely used for broad-scale projects hoping to gain the benefits of vendor innovation.

Develop Requirements and Acceptance Criteria

Detailed technical and functional requirements need to describe what the components of the desired system replacement should do, but also must provide an opportunity for responders to propose creative solutions for how aspects of the system will be designed and implemented. This approach maximizes the opportunity for meeting the Authority's specific needs, while promoting best practices and a shorter development cycle based on reuse of code that has been used and tested in a production environment. Along with system specifications and requirements, the PBS&J team will develop a requirements matrix to be included as part of the RFP. Vendors will be instructed to indicate full or partial compliance or the need to develop the functionality from scratch.

The industry overview, stakeholder interviews, evaluation of the current system, system upgrade plan, and procurement method of choice will drive the structure and content of requirements to an extent, as well as the business needs and improved capabilities, particularly in video image capture and processing. Based on the Authority's direction, the PBS&J team will establish the requirements for the various project milestones, whether in design or system function. PBS&J will establish the system acceptance criteria for each component and each project phase based on a number of factors including, but not limited to:

- Industry standards.

- Suitability for the Authority environment.
- Operational and legal requirements.
- Reliability, maintainability, and usability factors.
- Compatibility with interoperability requirements.
- Open source and open architecture (where applicable).
- Redundancy.
- Cost effectiveness.

A specific portion of the requirements and acceptance criteria will be the performance metrics that the new vendor will have to meet. PBS&J, in support of NCTA's toll system procurement, created a specific section of the RFP dedicated to these requirements that substantially defined the test program metrics for the lane, plaza, toll host, and the CSC in terms of uptime, accuracy, capacity, and expandability.

By documenting the acceptance criteria and high-level test plan in the RFP document, the Authority will eliminate ambiguity with respect to its expectations for a high-quality, robust system that will serve the Authority well into the future. The desired methods for testing interdependencies between components will be specified as part of the requirements. This will be especially important if it is determined that the system can be separated into multiple segments for potential delivery by multiple vendors.

Scope of Work

After identification, review, approval, and documentation of all technical and contractual requirements, the method and any necessary restrictions in how those requirements will be best met must be defined. The goal is to develop a scope of work that clearly tells the vendor what they need to do, and as such must be uniquely tailored to meet the needs of the Authority.

A toll agency just getting started or making a radical shift in technology would require a different approach to the scope than would a mature agency like the Authority. Some of these unique aspects include:

- Over 15 years of established E-PASS account management operations history.
- Hundreds of thousands of existing account records to be migrated to a new system.
- An experienced IT staff with detailed knowledge of legacy system operations.
- Large-scale interoperability with tolls in Florida, including FTE and the Orlando International Airport.
- Some components such as the TransCore E6 readers, which will likely not be replaced in the short-term.

- Existing roadside or in-lane hardware and technology that is new or well-maintained, such as new JAI cameras or ORT lane smart loops.
- A capable fiber-optic network (FON).

Upgrading an operating toll system is a very complex process. In this regard, **Mr. Kristlibas'** experience with the New Jersey Turnpike Authority's migration from a legacy CSC to the current operation, **Ms. Hofstetter's** experience, and KPMG's current research at the Authority will be invaluable during development of this new project scope of work.

The following type of work efforts may be identified in the scope of work for this project:

- Incorporation of roadside (lane and plaza) legacy technology components, and possibly entire subsystems, into a new overall system while meeting system accuracy and uptime requirements.
- Maintenance of toll traffic operations, which will be required during the conversion or upgrade of lane equipment, even with little physical construction.
- Maintenance of plaza activity reporting during system migration.
- Maintenance of all host support for plaza and lane operations during migration.
- Design and execution of data migration to a new toll host and new CSC application and database.
- Careful review and adherence to existing system reporting requirements, unless changes are desired by the Authority or determined during the system design process.
- Maintenance of proper account management during transition. Careful deliberation of strategy and tactical mechanism and toll contractor obligations.
- A project schedule (to be expanded and maintained by the toll vendor(s) during project administration).
- The requirement for field confirmation of conditions presented in the RFP, as well as a review of the Authority's most recent data capacity analysis of the LANs and FONs.
- Design development requirements for preliminary and detailed design phases and component parts such as selected hardware and commercial off-the-shelf (COTS) software, interface control documents, application software, database structure and schema, transaction structure and applications, and data migration and maintenance of toll operations during conversion. Experience from projects across the country shows that clearly-defined design requirements greatly help toll vendors understand and prepare for the work required to satisfy toll agency owners.
- Requirements for a comprehensive test program beginning with factory acceptance tests through prototype integration tests and tests of installed lanes and plazas, elements of the host and CSC systems, and the system as a whole. The test programs must be organized and facilitated for systems provided by multiple vendors. The use of test servers and isolated environments will be required before cutover to production machines and systems.
- Installation design to include maintenance of toll traffic operations in the roadside area and maintenance of agency and CSC operations in the back office.
- Transition and migration requirements (see Test Plan and Transition Plan section).
- As the project is installed, tested according to requirements, and ultimately accepted, the vendor(s) requirements will include a warranty and regular system maintenance program, along with performance and uptime requirements and labor categories and rates for supplemental work to be accomplished during the course of the maintenance contract.

The PBS&J team will assist the Authority in developing the scope of work tasks to ensure that the successful vendor will have contractual ability to successfully complete the project and provide long-term support of any new system elements. The scope of work will include tasks for training and transition so that Authority staff can maintain and grow the new system elements into the future. The following is a list of typical project work categories to be included in the RFP, including notes about particular points of interest to be reviewed as the project is developed.

It is typical to require the vendor(s) to take complete responsibility for accurate system performance and operations for a period of time. In addition, Authority staff may desire that this procurement include current special training, development, and features to ensure a satisfactory technical solution and Authority maintainability over the long term. For example, the scope of work should specifically identify the need to allow

side-by-side application development with Authority staff, in-depth training on the new system with SQL queries and the new reports writer, methods to change form letters, rate tables and triggers, interfaces to in-lane components, and system administration tasks such as authorizations and approvals, monitoring and reporting, and archival and retrieval.

Test Plan and Transition Plan

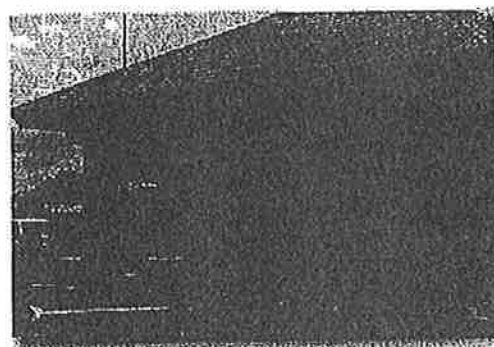
The PBS&J team recognizes the benefits of a well-defined test program designed to minimize risk and identify and correct potential issues early in the development cycle. Experience from over 20 years strongly supports the benefits of controlled testing as a critical component of the systems development life cycle. This is particularly true for large-scale toll systems with major new software development and hardware integration. **Ms. Hofstetter** served as test manager for the original Authority toll system, and worked with the Authority's IT department to define and conduct multiple testing programs to verify system upgrades, interoperability requirements, and periodic validation of overall system accuracy.

The PBS&J team will ensure that the RFP test requirements include a comprehensive set of test phases to be conducted by the vendor(s) at critical checkpoints during the project life cycle. Each formal test phase must be governed by prerequisite entry criteria and clearly defined acceptance criteria. In the event that multiple scopes of work documents are developed, testing requirements in each document will address the need for coordinated integration testing.

The Authority has identified database migration that is transparent to customers, a system that provides a high-level of accuracy, and data integrity as the top three priorities for a seamless system transition. In support of these objectives, PBS&J will specify requirements for the planning, implementation, and testing of the transition process at all levels. Depending on the components identified for upgrade, this will include:

- Migration of the existing Oracle databases to the new database tables.
- Transition at the lane, plaza, back office, CSC, VES, Web site, IVR, EDEN financial system interface, transponder inventory, and reporting.
- Integration with external interfaces including interoperability, banks and credit cards, airport parking, Department of Highway Safety and Motor Vehicles (DHSMV), and the court system.

- Other considerations include back-up; archive, rollback and restore; disaster recovery, and report retrieval.



The most important component of a transition plan is the establishment of a transition team with members from the Authority staff, support advisors, and new and incumbent vendors. Each would have key roles and responsibilities and be available during off-hours. Authority personnel with "go" and "no/go" decision-making authority would also need to be identified.

The transition plan would be initially developed by the new vendor during the design process; as it evolves into a final document, the plan will be reviewed and approved by all parties to ensure stakeholder buy-in. The plan would include an overall mission and objectives for the transition, as well as a more in-depth narrative to ensure that all parties agree. The need to ensure that transfer of program responsibility is completely seamless and transparent to the Authority customers and the public-at-large, including political stakeholders and interoperability partners would be a key focus. The steps to be taken during the transition must be as nondisruptive as possible to Authority customers.

The transition plan would clearly establish the policies, procedures, and schedules that will provide management controls necessary to integrate the efforts of the new vendor, the incumbent contractor, and Authority staff to achieve the required operational capabilities of the new system. The new vendor would rely on the Authority to ensure that the exiting contractor fully participates with the goals and objectives of the transition plan and signs off on the plan. The new vendor will need a cooperative environment from both the Authority, and more importantly from the incumbent vendor, to minimize transition risk. The incumbent contractor will need to provide the new vendor with adequate access to the design documents, interface specifications, and personnel familiar with the current lane and host systems, as applicable.

There will be a critical need to establish "roll-back" points during the actual transition phase to take into account anomalies that may occur, which will necessitate reverting back to prior operating conditions. Daily transition tracking and measurement must be performed to ensure that all deadlines are met and that any glitches are addressed, corrected, and documented.

PBS&J will provide the best care and support for deliberate development of the scope of work with attention to details of vendor responsibility in the design program, testing program, and in the migration plan and execution.

Risk Analysis

Risk management is a common thread through our work on most projects. The PBS&J team is aware of the effects that risk and controls—or lack of their effective management—can have on an organization or a project. The project team will collect, analyze, and monitor project risks through our enterprise risk management (ERM) methodology and document these results into a risk register. The PBS&J team has used this risk register approach with FTE, HCTRA, MDX, and the Washington State Department of Transportation. The ERM methodology was designed to help clients assess their current state risk inventory (real and perceived), including potential level of impacts, likelihood of occurrence, and triggers that may activate the risk, and then link the risks to existing and potential controls and owners.

The ERM approach progresses in four steps: plan, assess current state risks, assess existing controls, and define desired state controls. During these four steps, the risk register will be populated as the Authority and the project team:

- Identifies the organizational and project risk governance (i.e. structure and processes).
- Assesses the types of risk (i.e. financial, operational, and system).
- Quantifies and aggregates the risk (i.e. probability and impact).
- Identifies control options (i.e. leading practices and leverage team experiences).
- Defines monitoring and reporting (i.e. stakeholder, owners, and check points).

As the project evolves, the process of identification, prioritization, and response planning will be performed on a periodic

basis. Risks will be reevaluated, mitigation activities tracked, and new risks logged into the risk register.

The categorization of risk is unique to each organization; however, we intend to leverage recent experiences and the knowledge gained from assessing and monitoring several tolling system implementation risks to benefit the Authority. While the understanding of risks related to customer accounts, toll transactions, apparent violations, customer payments, financial analysis, and information technology is a differentiator, we also understand that the Authority's replacement plans are unique to your systems and needs and will require a unique approach. Our team will partner with Authority stakeholders to obtain the transparency and accountability to allow the Authority to make informed decisions. Following these decisions, we will have the tools and resources necessary to monitor the risks should further action be required.

Risk management is core to the PBS&J team approach.

Cost Estimate

PBS&J has developed detailed cost estimates for both public agencies and private clients including FTE, MTA B&T, NCTA, HCTRA, Transurban, Cintra, and several others. The cost estimate may be divided in two major system categories—the roadside system with the lanes, plazas, and transaction host; and the CSC system. The PBS&J team will provide cost estimates for the CSC components that are deemed necessary to upgrade or replace, as well as alternate estimates for different systems approaches. The potential cost components could include host and back-up host hardware and associated software including operating system and toll system application software; Oracle database software upgrade, partial restructuring, and data migration; archive server and software; CSC hardware application software; IVR and Web site software; and image-processing hardware and application software including optical character recognition (OCR) capabilities and full interface with the CSC module.

Likewise, for the lane/plaza system, once the system replacement or upgrades are determined and the scope of work for integration of retained hardware is developed, the PBS&J team will provide a preliminary cost estimate that can be used as a funding guideline. We will develop a detailed cost estimate using individual system components, lane types, plaza configurations, and reporting. The workbook for the pricing

estimate will show the development of component quantities based on lane configurations by plaza. Each plaza will have its own configuration sheet with the lanes and component pieces identified at the lowest level. These will then roll-up for a total by plaza and, in turn, by the entire system. The cost estimates will show the individual pricing components, which will be based on the latest prices available throughout the industry. As lane configurations change, the changes can be made at the individual lane level and will automatically roll-up to the plaza and system levels. Specific assumptions will be made regarding the disposition of likely components for each lane configuration (such as ETC dedicated lane, ETC antenna and reader, cameras, laser separator, Idris loops, lane controller, and lane controller software). This data will then be used to identify the system equipment required.

The system implementation, installation, testing, and project management will be estimated on a system basis as a percentage of total system costs. Spare parts will be estimated and costs for the individual components will be used for the estimate. Maintenance cost estimates will be based on the various lane configurations and a monthly maintenance fee.

The pricing sheets for the RFP can be developed from the cost estimation workbook.

Assist with Preparation of Formal Procurement Package

PBS&J recently provided similar services to THEA, FTE, HCTRA, NCTA, and Transurban, serving as an extension of staff and supporting them during the development of RFP packages. PBS&J will support the Authority in the development of an RFP package as directed, which could include the following:

- Functional requirements.
- Technical requirements.
- Operations requirements.
- Contractor scope of work.
- Performance and test acceptance requirements.
- Milestone payment definitions and details.
- Augmentations to Authority contract language for the Authority's consideration.
- Pricing sheets to be used by proposers, based on the developed cost estimate tables.
- Proposal evaluation criteria and weighing factors.
- Cost proposal analysis and comparative evaluation.

- Proposal evaluation aides or guidelines to the level of detail desired by the Authority. Specific points or suggestions in areas such as proposer experience, financial strength, management approach, and/or technical approach will be included.
- Pre-proposal meeting with the vendor community, field visits, and fielding vendor inquiries and responses to questions during and after the meeting(s).
- Preparation of responses to vendor questions.
- Tracking and reviewing all questions to support the Authority's project manager and drafting addenda as necessary.

Evaluation Process

PBS&J team members have been involved in many toll system projects from an agency, consultant, and vendor perspective. We fully understand the areas of negotiations and their challenges. PBS&J will provide the Authority with assistance throughout the evaluation process to the level desired.

Proposal Review Support

The PBS&J team will review the submitted proposals and provide the Authority with a synopsis of the technical aspects of the proposal for the evaluation committee, if required. For proposals meeting the minimum criteria, PBS&J will conduct a technical review of the proposal and provide the evaluation committee with the analysis, findings, observations, and conclusions based on the technical RFP requirements, including a line item review of the vendor cost proposals and comparison between vendor proposals. We would suggest that technical specialist(s) review specific parts of all proposals to provide detailed comparisons, such as in video technology or CSC modules, from all vendors offering solutions in these areas. Other specialists will focus on financial analyses, particularly with procurement options and long-term maintenance and support options. The PBS&J team will support the Authority with team reviews and presentation slides and charts for the Authority to use in selection recommendation meetings.

Negotiation Support

In support of negotiations with the potential vendor(s), the PBS&J team can coordinate negotiation meeting invitations, develop and distribute agendas, attend negotiation meetings, provide advice and recommendations, review vendor materials, track action items, record and prepare meeting minutes, and disseminate minutes. If the Authority engages in negotiations with multiple firms, we can develop a matrix of the responses from the firms to ease the comparison of negotiat-

ing key elements of the top-ranked firms. Recent experience includes supporting negotiations for NCTA for their new toll system and operations contracts.

ORGANIZATION AND MANAGEMENT

The PBS&J team has well-established organization and project management procedures, guidelines, and practices. However, it is important that we begin by acknowledging we will follow the **Authority's** project management and operating requirements in the Contractor Security Guidelines Handbook. In particular, if the Authority wishes to set up a project office on site for use by our team, adherence to these guidelines will be critical. A few general points:

- We will vigorously protect Authority data from leaks outside of the Authority and outside of the project team members, even within our firms.
- We will participate in training, if required (i.e. if any consultants were to be given Authority system access).
- We will proactively monitor for security breaches.

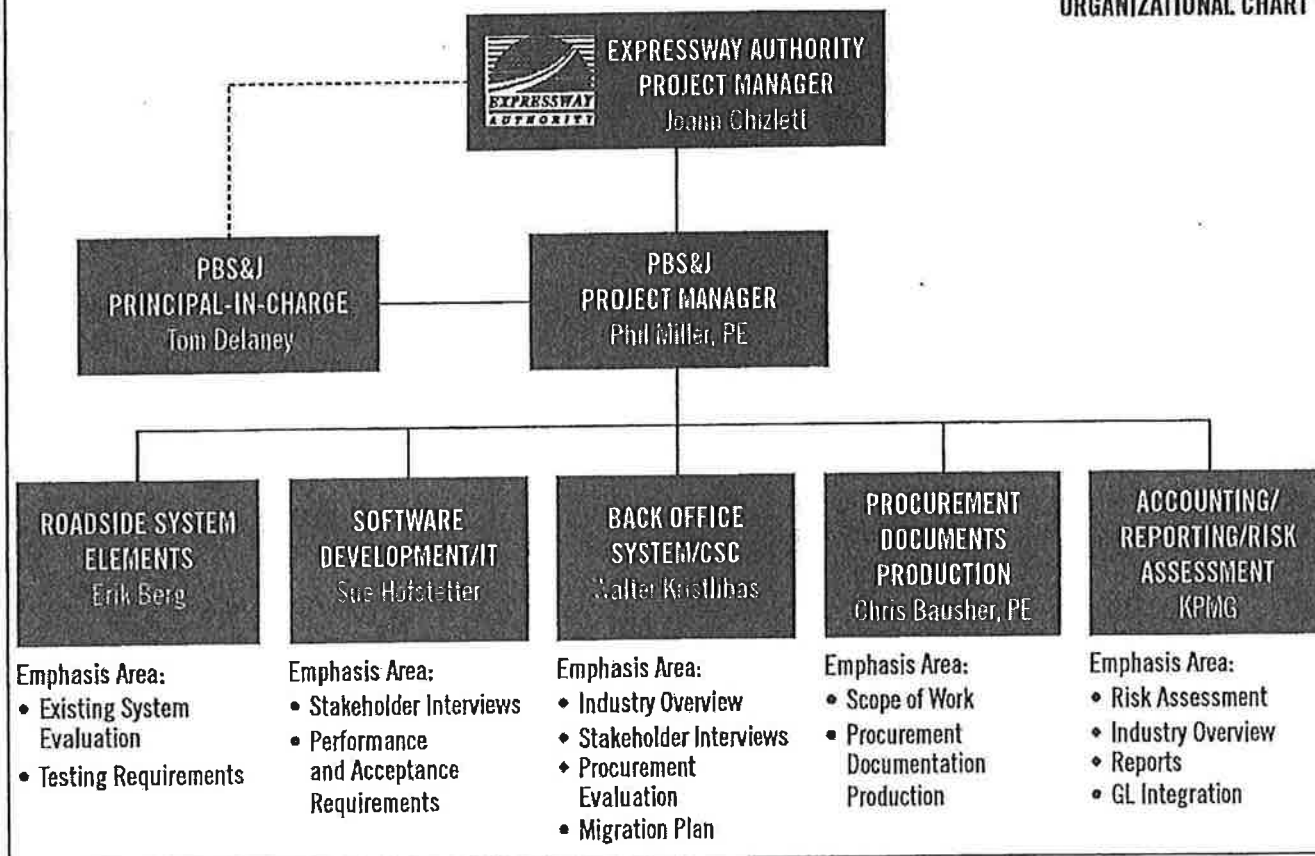
- We will not view or use any customer data, unless with the Authority, in the course of data management issues and will not store any files containing customer information on any company computers.
- We acknowledge the issue of flash drives and will work closely with the Authority to review best methods of providing electronic submittal deliveries.

Mr. Miller, along with other project staff, have had high-level security clearances in support of past governmental work, and Ms. Hofstetter and KPMG have had access to sensitive Authority information in the past. We applaud the Authority's dedication to IT security and will support it fully.

Project Management—Our Focus on Quality Delivery

Our project team will approach this important Authority endeavor using a structured project management methodology (depicted on the following page), allowing the project team to provide quality services to the Authority in a timely manner. Our methodology is based on standards established by the Project Management Institute (PMI) and embeds quality control reviews and communication during each project stage to ensure that the Authority receives quality results that meet

ORGANIZATIONAL CHART



project timelines. The organizational chart on the previous page depicts the PBS&J team's internal lines of responsibility and authority.

The primary interface between the Authority and the consultant team will be between the Authority project manager, Joann Chizlett, and our project manager (PM), Phil Miller, PE. Various consultant and Authority staff will be closely involved in some or many aspects of the project, but Ms. Chizlett and Mr. Miller will be copied on all correspondence and e-mails and given notes of phone calls and other communications. Mr. Miller will be available for contact by Ms. Chizlett on a 24/7 basis. Mr. Miller and other PBS&J team staff can be available on site at the Authority's discretion.

Mr. Miller will be responsible for project administration, budget, and schedule of deliverables, as well as ensuring quality control procedures are followed. Ultimately, Mr. Miller will be responsible for correct understanding of Ms. Chizlett's directions to project staff.

A communications plan to be reviewed and approved by the Authority will include detailed stakeholder communication means and processes. The principal-in-charge (PIC), Tom Delaney, will ensure that the appropriate level and allocation of resources will be available throughout the duration of the project. The PIC and PM will work together to ensure that quality control and quality assurance is maintained throughout the project. The PIC will be available at any time, at the Authority's discretion, to discuss project-related issues. Our project management methodology applies a four-phased approach to be efficient, cost-effective, and cognizant of the Authority's resources.

Initiate and Plan Phases

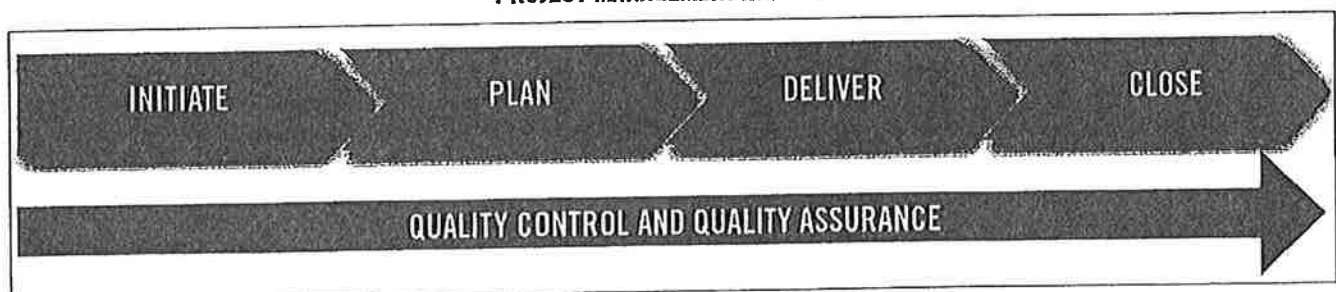
The initiate and plan phases include a project management plan identifying a detailed work plan, scope definition and refinement, resource planning, a risk register, progress meetings and reporting, schedule, quality management, and

change control. The PBS&J team will accomplish tasks in parallel where logical and feasible, by leveraging existing knowledge of the industry and our extensive knowledge of the Authority's toll system, in order to meet the implementation schedule. A communication plan will outline the nature, frequency, and responsibility for communications between the project team and designated members of the Authority's management and staff. This plan will also include an escalation path to ensure timely resolution of project issues. A premium will be placed on clear, effective communications. The risk register will identify, track, and measure risks associated with the project. This will assist our project team and the Authority in identifying risks before they become issues and in creating applicable mitigation plans. We will engage the Authority in further detailing, validating, and approval of our project management plan and will schedule a timely kickoff meeting to accomplish these tasks. Our local presence will promote a proactive and responsive project management process where resources will be available when needed by the Authority.

Delivery Phase

During this phase, the PBS&J team will work with Authority stakeholders, will accomplish the mutually agreed-upon project objectives, and will closely monitor the key internal elements of the project (i.e. scope, scheduling, cost, risks, and quality of the deliverables). As the project evolves, the process of identification, prioritization, and response planning will be performed on a periodic basis. Risk will be evaluated and managed. Our project management team will engage Authority management in frequent status reporting meetings to communicate the progress of specific tasks, as well as the overall project. To facilitate information exchange the PBS&J team will establish a SharePoint teamsite and adhere to strict document version control as we have successfully done for the Authority in the past. PBS&J will utilize a document control panel with each deliverable that will track the PBS&J project team members who created, edited, and performed quality control

PROJECT MANAGEMENT APPROACH



on each document and the date associated with those actions. The panel will also track the date(s) submitted to the Authority, as well as the Authority's project team review and input. Decision cycle timelines and dates will also be included where pertinent.

Project status meetings will include discussions of project scope, scheduling, budget, project risk, and quality control. Further, our weekly written progress reports will identify the most critical components related to project success and provide a detailed status update for each. These proven techniques will be implemented with respect to the Authority project team's time. Decision items requiring feedback from the Authority's project team will be accompanied by options and a recommendation.

Upon notice to proceed (NTP) and an agreed-upon work plan and schedule, PBS&J suggests weekly project meetings by telecom or in person to review project progress, schedule adherence, weekly progress reports, action items, and to address new issues as they arise. These meetings are most successful when all consultant project key personnel attend. This allows for timely dissemination of specific direction or guidance regarding items from the Authority.

Close Phase

This phase involves activities performed at or near the end of the project, including debriefings and evaluations of project deliverables. We will assist the Authority's project team in achieving all project objectives in line with Authority expectations.

Quality Control and Quality Assurance

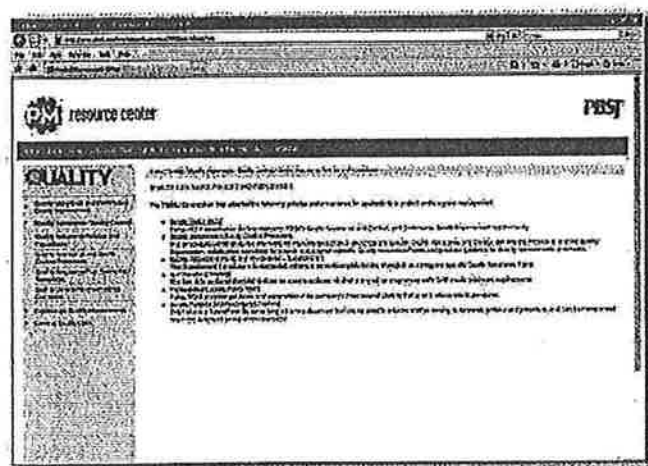
Quality control and quality assurance (QC/QA) will be implemented throughout the four phases of this project. PBS&J subscribes to the idea that QA is process-oriented; it is based on establishing a quality process and ensuring that all projects follow that process to produce quality products. QC is product-oriented, with a focus on checking component-level and final integrated products to ensure that they meet the requirements identified by the customer with a high level of quality. PBS&J also uses continuous quality improvement to identify issues, correct them as efficiently as possible, and monitor their status.

PBS&J's project management resource center, a tool available to all employees, details quality policies, responsibilities, and training requirements. PBS&J corporate Policy 400.0 establishes the foundation for PBS&J's *Quality Assurance and Control and Continuous Quality Improvement* requirements and details

the responsibilities all parties must understand and implement, from executive management to individual project team members.

A project-specific quality assurance plan (QAP) is developed for each project and a QAP checklist is used to evaluate whether a project- or program-specific QAP meets minimum requirements. Training on quality policy 400.0 is offered through PBS&J University, a corporate resource dedicated to providing training for project managers. PBS&J's manager of quality programs conducts audits on projects to ensure that the processes detailed in the QC policy are administered and followed. When PBS&J forms a team with other consultants, we ensure that all project team members comply with these policies and procedures. PBS&J has a successful track record working on previous engagements with Hofstetter Consulting Services, LLC, and KPMG.

PBS&J's cost control measures are also a critical part of every project, protecting both the client and PBS&J from cost overruns and other unplanned surprises. Our internal project detail and financial reporting systems will ensure cost control.



CONCLUSION

The PBS&J team has a thorough understanding of the project, on-site management and resources, intimate knowledge of the Authority's toll collection system, industry-wide knowledge, and the experience and support structure to mitigate project risk and help the Authority successfully upgrade its toll collection system. The Orlando-Orange County Expressway Authority is an industry-leading toll operator. Our industry-leading team looks forward to the opportunity to support the Authority in this engagement.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- ☒ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interest for this project.

LITIGATION SUMMARY

PLEASE DISCLOSE AND PROVIDE A SHORT SUMMARY AND DISPOSITION OF ANY CIVIL LITIGATION IN FLORIDA INVOLVING THE FIRM AS A NAMED PARTY WITHIN THE LAST FIVE (5) YEARS.

ALSO DISCLOSE ANY ACTIONS AGAINST THE FIRM BY THE FLORIDA BAR, THE DEPARTMENT OF PROFESSIONAL REGULATION AND/OR ANY OTHER FEDERAL, STATE OR LOCAL REGULATORY AGENCY INCLUDING DISPOSITION OF SAME.

CHECK ONE

- ☐ The undersigned firm has had no litigation or regulatory action on any projects in the last five (5) years.

OR

- ☒ The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Post, Buckley, Schuh and Jernigan, Inc., d/b/a PBS&J
COMPANY NAME


AUTHORIZED SIGNATURE

Larry A. Boatman
NAME (PRINT OR TYPE)

Senior Vice President
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal.

**ATTACHMENT TO ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
CONFLICT/NONCONFLICT OF INTEREST STATEMENT**

[X] The undersigned firm, by attachment of this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

PBS&J does not have a conflict of interest with respect to this engagement. PBS&J does provide consulting services to a number of government agencies and entities, including but not limited to the Florida Department of Transportation, Orange and surrounding counties, the City of Orlando, water management districts, and toll agencies around the country. Since all of these entities, as well as PBS&J, are committed to providing citizens with the best transportation options available, it is believed that any conflict of interest that may arise between the Expressway Authority and another agency can be resolved. Should PBS&J become aware of a potential conflict of interest, it will advise the Expressway Authority and the other entity immediately.

[X] The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida during the past five (5) years; and actions by any Federal, State, and local agency.

Please see attached spreadsheet.

**ORLANDO-ORANGE COUNTY EXPRESWAY AUTHORITY
DRUG-FREE WORKPLACE FORM**

The undersigned vendor, in accordance with Florida Statue 287.087 herby certifies that

Post, Buckley, Schuh and Jernigan, Inc., d/b/a PBS&J does:
Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statue 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.



Consultant's Signature /Larry A. Boatman


July 6, 2010
Date

**ORLANDO-ORANGE COUNTY EXPRESWAY AUTHORITY
ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, 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 and, to the extent applicable to the undersigned, agrees to abide with such policy.

Post, Buckley, Schuh and Jernigan, d/b/a PBS&J
Company Name

By:  /Larry A. Boatman

Title: Senior Vice President

(Note: Failure to execute and submit this form may be cause for rejection of the submittal as non-responsive.)

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 1 entered into this 30th day of September, 2010, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to amend the Agreement with the addition of new Article 25, Assignment and Removal of Key Personnel, and Article 26, Ownership of Materials and Intellectual Property Rights, shown on the attached Exhibit "A".
2. The Consultant hereby agrees to the amendment to the Agreement at no increase in the Contract amount or extension of the term of the Contract.
3. The Authority and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 1 is necessary to modify the Agreement to address Assignment and Removal of Key Personnel and Ownership of Materials and Intellectual Property Rights.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

Amount of Changes to this document: \$0.00

This Supplemental Agreement No.1 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

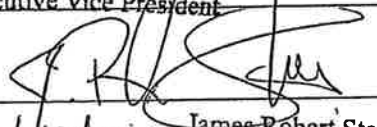
By: 
Director of Procurement

Date: 10/14/10

PBS&J

By:  Donald J. Vrana

Title: Executive Vice President

Attest:  (Seal)

Date: 10/12/10 James Robert Steele
Assistant Secretary



EXHIBIT A
SUPPLEMENTAL AGREEMENT NO. 1
TOLL COLLECTION SYSTEM REPLACEMENT CONSULTANT
CONTRACT NO. 000702

"25. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of the AUTHORITY to award this Contract to the CONSULTANT is the level of expertise, knowledge and experience possessed by employees of CONSULTANT, particularly Walter Kristlibas, Tom Delaney, Brian Spencer, Phil Miller, Chris Bausher, Erik Berg, Mike Davis, Bob Lagatta, Luis Hevia, Kevin Yorke, Hong-Ting Chen and Chris Russo (the "Key Personnel") and CONSULTANT's covenant to have these employees available as required by the Scope of Services and the needs of the project to assist in the provision of the services. Throughout the Term of this Contract, CONSULTANT 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 the AUTHORITY. When the AUTHORITY designates an additional area for which expertise or experience shall be required, CONSULTANT shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

The AUTHORITY shall be notified in advance of any changes in the CONSULTANT Key Personnel identified above and any changes to subconsultant Key Personnel. The Key Personnel shall be committed to performing services on this Contract to the extent required. Key Personnel may be dismissed for unsatisfactory performance. Any and all changes to Key Personnel for either the CONSULTANT or a subconsultant, will require prior approval, in writing, from the AUTHORITY's Director of Information Technology or designated representative.

If the CONSULTANT removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel without the prior notification to the AUTHORITY, such action shall constitute an event of default by CONSULTANT hereunder. CONSULTANT may cure such event of default only by replacing the Key Personnel with another employee having comparable experience and qualifications and approved in writing by the AUTHORITY's Director of Information Technology or designated representative.

Promptly upon request of AUTHORITY, CONSULTANT shall remove from activities associated with or related to the performance of this Contract any employee whom AUTHORITY 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 the AUTHORITY

In addition to retaining its own Key Personnel throughout the duration of the project, CONSULTANT shall also require its subconsultants to retain all Key Personnel as identified in the CONSULTANT's Technical Proposal and accepted by the AUTHORITY's Director of Information Technology. (As a minimum, Sue Hofstetter is designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this requirement by including language in all of its subconsultant contracts allowing it to terminate the contract in the event identified Key Personnel are either not retained by the subconsultant, or substitute personnel are not approved by the AUTHORITY in writing. Further, the AUTHORITY reserves the right to refuse payment for any services rendered by a subconsultant who fails to comply with this requirement.

26. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

AUTHORITY 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 "AUTHORITY Property"). AUTHORITY's ownership of the AUTHORITY 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 "AUTHORITY Intellectual Property"). CONSULTANT, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is the AUTHORITY's registered trademark name for the AUTHORITY's electronic toll collection system, and comprises a portion of the AUTHORITY Intellectual Property.

CONSULTANT, its employees, agents, officers, and subcontractors may not use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY's sole discretion. CONSULTANT, its employees, agents, officers, and subcontractors' access to and/or use of the AUTHORITY Property and AUTHORITY Intellectual Property is without any warranty or representation by AUTHORITY 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 subcontractors, which

for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

26.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; or

26.2 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 AUTHORITY 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

26.3 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 AUTHORITY's use of the CONSULTANT Property or any license granted to AUTHORITY for use of the CONSULTANT Intellectual Property rights; and

26.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the AUTHORITY Property and AUTHORITY Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the AUTHORITY Property or AUTHORITY Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of AUTHORITY, which may be granted or denied in the AUTHORITY'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 AUTHORITY Property and AUTHORITY 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 subcontractors 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:

26.5 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 AUTHORITY, CONSULTANT, or a third party; or

26.6 AUTHORITY's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; and

26.7 Notwithstanding sections 26.5 and 26.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 26.5 and 26.6."

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 2 entered into this 9th day of February, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority wishes to revise Article 25, Assignment and Removal of Key Personnel, of the Agreement, to become effective February 15, 2011, as follows:
 - A. Amend the fourth line of the first paragraph to read as follow:

"...Spencer, Walter Kristlibas, Chris Bausher, Eric Berg, Mike Davis, Bob Lagatta, Luis Hevia,..."
 - B. Amend the fourth and fifth lines of the fifth paragraph to read as follows:

"... AUTHORITY's Director of Information Technology. (As a minimum, Sue Hofsetter and Phil Miller are designated as subconsultant Key Personnel.) CONSULTANT agrees to enforce this..."
2. The Consultant requests, and the Authority approves, the use of AECOM as a subconsultant.
2. The Consultant hereby agrees to the amendment to the Agreement with no extension of the term of the Contract and an increase in the Contract amount of \$9,362.49, for the services to be provided by AECOM, as detailed in the attached Exhibit "A".
3. The Authority and Consultant agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Agreement except insofar as the same is altered and amended by this Supplemental Agreement No.2; that acceptance of this Supplemental Agreement No.2 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 2 is necessary to modify the Assignment and Removal of Key Personnel section of the Agreement, to approve the use of AECOM as a subconsultant, and to increase the Contract amount.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

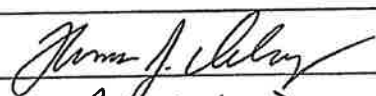
Amount of Changes to this document: \$9,362.49

This Supplemental Agreement No.2 entered into as of the day and year first written above.

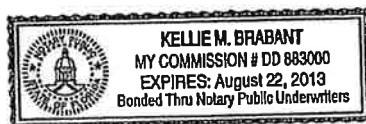
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PBS&J

By:  2/24/2011
Title: Vice President & Division Manager

Attest:  (Seal)





AECOM 40
150 N. Orange Avenue
Suite 200
Orlando, FL 32801
www.aecom.com

7 284-4849 tel
407 839-1789 fax

February 8, 2011

Christopher S. Bausher, P.E.,
Project Manager, PBS&J
482 S. Keller Road
Orlando, FL 32810

Dear Chris,

AECOM appreciates the opportunity to support PBS&J with the upcoming OOCEA Board Workshop, and will provide the services of Philip Miller, P.E. for this project. Rates for 2011 and the hours requested are shown below. The overhead rate shown is the current AECOM Florida audited overhead rate.

Staff Member	Rate	Hours	Labor	Overhead @ 161.08%	Profit @ 12.00%	Total
Phil Miller	\$88.94	36	\$3,201.84	\$5,157.52	\$1,003.12	\$9,362.49

If there any questions or concerns please feel to contact me or Phil directly at any time.

Sincerely Yours,

Philip D. Miller for

James J. Eden
AECOM
Director of Tolls
(919) 854-6200
james.eden@aecom.com

JE/pm

cc: Philip Miller
Thomas Delaney

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702

This Supplemental Agreement No. 3 entered into this 18th day of March, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and PBS&J, (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2011, with no increase in the Contract amount.
2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.
3. The Authority and Consultant agree that this Supplemental Agreement No.3 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 3 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

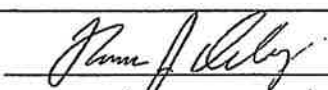
Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

PBS&J

By: 
Title: Vice President & Division Manager

Attest: Kellie M. Brabant (Seal)



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000702 → *see Contract No. 821*

This Supplemental Agreement No. 4 entered into this 24th day of August, 2011, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2012, with no increase in the Contract amount.
2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.
3. The Authority and Consultant agree that this Supplemental Agreement No.4 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 4 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 4

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000702

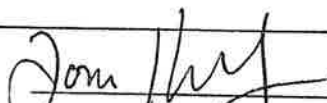
Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 4 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.

By: 

Title: NATIONAL TOLL TECHNOLOGY, General Director

Attest:  (Seal)



ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 5

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 5 entered into this 29th day of August, 2012, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. Due to changes in its approach to the replacement of the toll collection system, the Authority wishes to modify the Scope of Services with an increase in the Contract amount of \$262,000.00, and an extension of the term of the Contract to December 31, 2013.
2. The Consultant hereby agrees to the modifications to the Scope of Services and the increase in the Contract amount based on the modifications, both of which are detailed in the attached Interoffice Memo dated August 14, 2012, and identified as Exhibit A. The Consultant further agrees to the extension of the Contract term.
3. The Authority and Consultant agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 5 is necessary to modify the Scope of Services, increase the Contract amount based on the modifications and extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 5

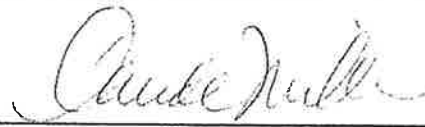
Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$262,000.00

This Supplemental Agreement No. 5 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.


Signature

Print Name: THOMAS S. KNUCKEY

Title: VICE PRESIDENT

Attest:  (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY





Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Interoffice Memo

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: Requested Permission for Changes to Staffing and Scope of Work on Project 000821 – Budget Request Summary
ATTACHMENTS: Interoffice Memorandum from Tom Knuckey to Joan Chizlett, dated 8/14/2012

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the changes to the project staffing and scope of work that are described in the attached Interoffice Memorandum from Tom Knuckey to Joann Chizlett, dated 8/14/2012. These changes are in response to the revisions to the project approach and resumption of project as requested by the Authority.

A summary of the project budget status and requested changes are listed in the table below.

Summary of Project Budget Requested Changes and Status

Budget Cost Item	Current Contract Amount as of SA No. 4	Requested Budget for SA No. 5	Budget Delta SA 5 – SA 4	Budget Spent to Date (as of date project on "Hold")
Atkins Labor	\$542,424	\$781,376	\$238,952	\$336,618
Atkins Expenses	\$18,570	20,160	\$1,590	\$3,132
Subconsultant: Hofstetter Consulting Services, LLC	\$113,250	\$120,900	\$7,650	\$72,302
Steve Moon Associates	\$24,500	\$24,500	\$0	\$24,237
Project Reserve for Add'l Sub Support for Task 11	\$20,000	\$20,000	\$0	\$0
Subconsultant: Transportation Innovations, Inc.	\$0	\$9,100	\$9,100	\$0
TOTAL	\$718,744	\$976,036	\$257,292	\$436,289
TOTAL (Rounded)	\$718,700	\$976,000	\$257,300	\$436,300

ATKINS

INTEROFFICE MEMO

FROM: Tom Knuckey, PE
TO: Joann Chizlett, Sherry Christianson
DATE: August 14, 2012
SUBJECT: Requested Permission for Changes to Staffing and Scope of Work on Project 000821
ATTACHMENTS: None

In a follow up to several conversations we have had recently between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Tom Knuckey, PE as the Atkins Project Manager / Atkins Key Staff member.
- Add Donald Erwin as Deputy Project Manager / Atkins Key Staff member.
- Add Dean Kohr as an Atkins Key Staff member.
- Transition Walter Kristlibas from Project Manager / Atkins Key Staff member to Key Staff member.
- Add Cheri Bailey as an Atkins Staff member.
- Add Transportation Innovations, Inc. as a Subconsultant.

Changes to Project Scope of Work

Background

Atkins' work on this scope of services began on September 1, 2010, but work on the project was temporarily put on "hold" in mid-June 2011 at the request of the Authority. By that time several tasks in the Scope of Work had been completed; some were partially completed and one had not yet begun.

In addition, during the time that the project was put on "hold," several developments in Florida within the toll industry have caused the Authority to reconsider its original approach to the project. Some of the impacts to the project are described below.

Toll System Replacement Scope Adjustment & Accommodation of Consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) – In the Spring 2012 an initiative was announced by TEAMFL to establish a statewide consolidated Toll Back Office Customer Service Center/Video Processing Center (CSC/VPC) with which all interoperable toll systems in the state would interface and use to for ETC (transponder-enabled) payment processing and/or video processing services.



INTEROFFICE MEMO

Under the Authority's original project approach for a full toll system replacement that included a new E-PASS CSC/VPC, depending on the timing of the implementation of a consolidated Toll Back Office, the Authority could be at risk of having to prematurely abandon a significant part of its new CSC/VPC before it reached the end of its useful life.

Therefore, instead of the total replacement of its Toll Collection System, the Authority intends to replace only the Roadside Toll Collection System (RTCS) elements from the lane up to the Transaction Host, and also the Video/Violation Processing Center (VPC) subsystem. The Authority would maintain the legacy CSC elements (including the TRIMS subsystem) until the new consolidated Toll Back Office is on-line. The new RTCS and new VPC must then be integrated with the legacy Host/CSC.

Project work completed to date under the original project approach of full replacement was conducted in the context of few internal or external legacy design constraints, and the ultimate toll system being fully Authority owned and operated. The new project approach of replacing only the RTCS and VPC presents a new set of legacy constraints on the design, particularly related to the configurations of internal elements and locations of subsystem interface points, such as those points of interface with the legacy host/CSC/VPC and the potential new statewide consolidated Toll Back Office.

As a result, it will be necessary to update the description of the Authority's legacy toll system processes and hardware/software (Task 3) to address new key points that are now relevant input for the updated design to address new legacy constraints. In addition, it will be necessary to update the System Update Plan/Concept of Operations (Task 4), Functional and Technical Requirements (Task 6) and Scope of Work (Contractor's) (Task 7) and Cost Estimate (Task 9) to reflect the new project approach and scope.

The Authority also requested that a new Task 13 - Consolidated Toll Back Office Concept and Options be added to provide support for the future implementation of the statewide consolidated Toll Back Office.

Universal Financial Message (UFM) data format - In order to more effectively support the integration of the Authority's new RCTS (lane/plaza/host elements) to a future Florida statewide consolidated back office, the Authority has confirmed its intent to use the Universal Financial Message (UFM) data format for toll transactions that will be similar to that used by Florida's Turnpike Enterprise (FTE).

Alternative Procurement Options - The Authority will continue to review new alternative options for procurement of the new toll collection system that were considered less viable with the original project approach.

Task 1 - Industry Overview

Status of Task at Time Project on "Hold"

Task 1 was 100% Complete when project went on "hold."

ATKINS

INTEROFFICE MEMO

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments in the industry that the Authority believes can be adequately addressed by a brief statement added to the deliverable.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 1 is now approximately 98% Complete.

Scope of Work to Complete Task

Atkins shall review the Task 1 deliverable as it currently exists to validate that assumption, and add a brief statement to the document describing such developments and highlighting their potential impacts to the Authority. Of particular interest will be the current changes that other Florida Agencies are considering making that were not defined in June of 2011. (It is envisioned that the additional work will not require extensive research or depth of study, or significant changes to the existing Deliverable document.)

Task 2 – Stakeholder Interviews

Status of Task at Time Project on "Hold"

Task 2 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," there have been some developments at the Authority and in the toll industry (in Florida and beyond) (e.g. new Authority Board members and staff; Statewide consolidated Toll Back Office / Customer Service Center initiative, etc.). However, the Authority believes these can be adequately addressed by a brief statement added to the deliverable without conducting additional stakeholder interviews.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 2 is now approximately 97% Complete.

Scope of Work to Complete Task

Atkins will review the Task 2 deliverable as it currently exists to validate that assumption, and add a brief statement to the document briefly describing such developments. (It is envisioned that the additional work will not require additional rounds of stakeholder interviews, or extensive research or depth of study, or significant changes to the existing deliverable document.)

Task 3 – Evaluate Current System

Status of Task at Time Project on "Hold"

Task 3 was 100% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address with some additional detail, the system elements impacted by the changes in scope and approach.

Considering the additional work needed on this task to update the Deliverables, it is projected that Task 3 is now approximately 75% Complete.

Scope of Work to Complete Task

Atkins will review the Task 3 deliverable as it currently exists to validate that assumption, and add a brief and appropriate statement to update the document.

It will be necessary to update the description of the Authority's legacy toll system processes and hardware/software to address new key points that are now relevant input for the updated design to address new legacy constraints. The Gap Analysis will be updated to better align with the new project approach. In the updated description, functions will be organized to closely align with the expected functional organization of the updated ultimate system design (i.e. RTCS (Lane / Plaza / Host), Video Image Processing, and Payment Processing/CSC).

It will also be necessary to update the documentation of system reports, their sources and how they are currently used in order to provide the basis for assigning appropriate functionality between the Transaction Host and the CSC elements.

The Business Rules document will be augmented to include lane/plaza business rules currently under development by the Authority.

The Technical Summary will be updated to reflect the new project approach and scope.

Task 4 – System Upgrade Plan/Concept of Operations***Status of Task at Time Project on "Hold"***

Task 4 was approximately 90% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require update modifications to the deliverable document to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 4 is now approximately 65% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 4 deliverable to define the new project approach strategy; and to address the changes to the toll system concept of operations, system architecture and system concept necessitated by the Authority's changes to the project scope

and design, including the retainage of the legacy Host/CSC and additional integration requirements for the RTCS and new VPC.

For example, since, under the new approach, the new Roadside Toll Collection System may someday function with a Toll Back Office System (BOS) operated by a third-party payment processing service provider, it will be necessary to update the Tolling System Concept such that the RTCS design more directly facilitates future migration to a consolidated statewide Toll BOS or other payment processing system of similar capability and function. This will impact the original delineation between the RTCS and the Back Office System, and location of functions between the subsystems.

The Concept will be updated to address the two primary scenarios:

- The concept for the new Roadside Toll Collection System (RTCS) and VPC integrated with the legacy Host/CSC subsystem
- The concept for the new RTCS and new VPC integrated with the future statewide consolidated Toll Back Office

Under the new project approach, the Universal Financial Message (UFM) toll transaction generated by the new RTCS (and compatible with the future Toll Back Office) must be converted back to the legacy toll transaction format in order to be processed by the legacy host/CSC subsystem. Since the Authority will retain responsibility for the legacy host/CSC (including the TRIMS CSC interface), it will be necessary address issues related to preserving the intent of the Universal Financial Message toll transaction after it goes from the RTCS through a new Transaction Converter to the legacy Host/CSC (TRIMS).

It will also be necessary to update the concept for transaction reconciliation; particularly reconciliation between the RTCS, VPC and the CSC subsystems, and provide for reconciliation between the RTCS and a future statewide Toll Back Office system.

It will also be necessary to determine where video images from the new VPC will be stored such that they will be accessible from both the RTCS and the VPC applications.

It will be necessary to establish the Eden accounting system interface down to the RTCS from the original design.

It will also be necessary to update the concept for system reporting, now that there will be legacy elements in the back office area that must be accommodated by the new system, and the data sources for the reports will be different from where they would have originated under the full replacement system. There may also be a need for new reports under the partial replacement system than were required for the full replacement.

Task 5 – Procurement Method Evaluation

Status of Task at Time Project on "Hold"

Task 5 was approximately 60% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. As a result of these changes the Authority will continue to review options for procurement of the new toll collection system.

Additional work will be required to address the issues and questions that have come to light since the time that work was suspended, including reconsideration of opportunities to piggyback off of existing applicable state contracts.

The deliverable document must be updated in the areas that have been impacted by the project changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 5 is now approximately 80% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 5 deliverable to address the issues and new questions regarding procurement methods that have arisen as a result of the Authority's changes to the project scope and design.

Task 6 – Develop Requirements & Acceptance Criteria***Status of Task at Time Project on "Hold"***

Task 6 in aggregate was approximately 60% Complete when project went on "hold."

The Functional Requirements deliverables (6a, 6b, 6c, 6d, 6f and Communications and Interface Specification) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

The Technical Requirements deliverables (6aa, 6bb, and 6cc) were completed in Draft form.

The Technical Requirements deliverable (6dd) was completed in Draft form and submitted to the Authority for comment.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 6 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Functional and Technical Requirements as documented in the current Task 6 deliverables (including 6a, 6b, 6c, 6d, 6f, 6g, 6aa, 6bb, 6cc, and 6dd).

The changes to the Functional and Technical Requirements include, but are not limited to, the retainage and integration of the legacy Host/CSC with the new Host. The Authority has indicated that it will be responsible for the legacy CSC Back Office System and any toll transaction message converter component that may be necessary to convert Universal Financial Message (UFM) formatted toll transaction files to the legacy transaction file format for transmission to the legacy Host/CSC. The changes also include the development and integration of a new VPC subsystem with the new RTCS and legacy Host/CSC elements.

It will be necessary to revise and update the Test Program (6a) to reflect the new project approach and resulting system configuration which would involve new mix of new and legacy system elements.

It will be necessary to review the KPMG findings related to the system, to ensure that they are addressed in the updated in the RTCS requirements.

It will be necessary to provide additional reporting requirements to the Lane/Plaza Functional Requirements (6b).

It will be necessary to update the Host Functional Requirements (6c) to redefine the delineation interface requirements between the RTCS Host and the CSC/VPC subsystems. It will be necessary to relocate the Eden accounting system interface down to the RTCS from the original design, and an interface may also be required for the Eden to the legacy Host/CSC.

Host sizing/redundancy and database requirements for the RTCS Host will be updated, as well as data retention requirements.

Although is it is envisioned that the CSC/VPC Requirements (6d) could be scaled back somewhat from their current state, it will be necessary to update the CSC/VPC Functional Requirements (6d) to define the CSC/VPS requirements to reflect the new project approach. For example, the exchange of data between CSC/VPS and the RTCS, and the associated reconciliation to ensure that information is not lost in the process. The design would also support the assumption that the CSC/VPC subsystem could eventually be replaced by the consolidated statewide Toll Back Office or other new payment processing subsystem. It will also be necessary to update the functional requirements for the VPC Image Processing subsystem that will now be separated from the legacy Host/CSC.

Some of the functionality described in the CSC/VPS Functional Requirements is expected to be relocated to the RTCS Host. Examples include parts of Section 7 – Reporting Capabilities, Section 8 – Enterprise-Wide Reporting System and Section 9.2 – Interoperability, Reconciliation and Funds Deposits.

It will also be necessary to update the Technical Requirements deliverables for Lane/Plaza (6aa) Host System (6bb) to reflect the new project approach and system design implications. The Enterprise Integration and Reporting Technical Requirements (6dd) will be updated to clarify: 1.) which requirements must be addressed in the RTCS contract; and 2.) which in the legacy CSC Back Office system.

It is envisioned that the CSC Technical Requirements (6cc) will be significantly scaled back, if not deleted entirely. However, it will be necessary to indicate the requirements for how the

legacy host/CSC will fit into the new design, and the associated requirements for interface and integration.

Task 7 – Scope of Work *(for Contractor)****Status of Task at Time Project on “Hold”***

Task 7 in aggregate was approximately 85% Complete when project went on “hold.”

The Scope of Work Requirements deliverables (7a, 7b, 7c, 7d, and 7e) were submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 7 is now approximately 40% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Scope of Work Requirements as documented in the current Task 7 Deliverables (including 7a, 7b, 7c, and 7d).

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and Integration of the legacy Host/CSC with the new Toll System Host, the RTCS and new VPC.

Task 8 – Risk Analysis***Status of Task at Time Project on “Hold”***

Task 8 in aggregate was approximately 5% Complete when project went on “hold.”

The Risk Analysis deliverable initial Draft was under development and has not been submitted to the Authority for review and comment.

Status of Task at Time of Work Resumption

Since the work was put on “hold,” the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the deliverable documents.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 8 remains approximately 5% Complete.

Scope of Work to Complete Task

Atkins will complete the work with no change to the original Scope of Work or fee.

Task 9 – Cost Estimate

Status of Task at Time Project on "Hold"

Task 9 was approximately 60% Complete when project went on "hold."

The Cost Estimate deliverable was submitted in Draft form, reviewed and commented on by Authority staff and resubmitted as Final Draft.

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will require modifications to the deliverable documents to address elements impacted by the changes.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 9 is still approximately 60% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Cost Estimate as documented in the current Task 9 Deliverable.

The changes to the Cost Estimate will mainly be related to the new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

Task 10 – Assist with Preparation of Formal Procurement Package

Status of Task at Time Project on "Hold"

Task 10 was approximately 20% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. As a result of these changes the Authority is reconsidering the original options for procurement of the new toll collection system.

Some additional work will be required to adapt current work products to support the Authority's preferred procurement approach, including the potential for piggybacking off of existing applicable state contracts.

Considering the additional work needed on this task to update the deliverables, it is projected that Task 10 is now approximately 15% Complete.

Scope of Work to Complete Task

Atkins will update and modify the Task 10 work products to support the Authority's chosen procurement approach.

Task 11 – Evaluation Process (of Vendor Proposals)***Status of Task at Time Project on "Hold"***

Task 11 had not begun and was 0% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task, but it is not expected to significantly affect the volume of work required to complete the work.

Considering the remaining work needed on this task to complete the Deliverables, it is projected that Task 11 remains approximately 0% Complete.

Scope of Work to Complete Task

Atkins shall complete the work with no change to the original Scope of Work or fee.

Task 12 – Deliverable QA/QC & Project Management***Status of Task at Time Project on "Hold"***

Task 12 was approximately 70% Complete when project went on "hold."

Status of Task at Time of Work Resumption

Since the work was put on "hold," the Authority has changed the scope and approach. These changes will likely impact the results of this task in the following ways.

- Project management and administrative work as originally scoped through project completion.
- Additional QA/QC for documents that will require update/modification.
- Additional project management and administrative work to remobilize the project after nearly 11 months dormancy, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

Considering the remaining work needed on this task to complete the deliverables, it is projected that Task 12 remains approximately 50% Complete.

Scope of Work to Complete Task

From the time of the "hold," the following work items will be required to complete the work.

Atkins will provide additional QA/QC for all updated deliverables.

Atkins will provide project management support including that required for the remobilization of the project, including assessment of the status of the project work and deliverables in light of subsequent requested changes to the project scope.

The changes to the Scope of Work include, but are not limited to, new requirements to support the retainage and integration of the legacy CSC/VPC with the new Toll System Host.

Task 13 – Consolidated Toll Back Office Concept and Options (NEW TASK)***Status of Task at Time Project on “Hold”***

This is a new task that was not defined prior to the project being placed on hold. This task arose out of the effort of other Florida toll agencies to consider a new consolidated statewide toll back office.

Status of Task at Time of Work Resumption

This initiative did not exist prior to when the work was put on “hold.” Since that action the Authority has changed the scope and approach to include a review of options for a concept of a consolidated toll back office. The Authority wishes to leverage the design work completed to date for its own new Toll Back Office that was to have been part of the original Toll System Replacement scope by having the work products to date, including such materials as system requirements, serve as the basis for the Authority’s requirements for a new statewide consolidated Toll Back Office.

Scope of Work to Complete Task

Atkins will explore requirements, develop options and provide a concept for a consolidated toll back office. This task will explore various options which provide the Authority and other participating agencies flexibility in planning stages for a consolidated toll back office operations.

The task will include three (3) workshops to develop options for a toll back office services and concepts. These workshops are intended to involve Authority staff and required stakeholders that are familiar with the role and requirements of the toll back office function.

The task will consider options that include interoperability with other toll agencies, potential external interoperability with the Alliance for Toll Interoperability (ATI), and assessment of the Electronic Payment Industry National Interoperability Specification use for the Authority.

A deliverable of a concept and options will be provided in presentation format.

Once a concept option is selected by the Authority, Atkins will conduct a gap analysis to identify differences between the selected concept and the legacy Toll Back Office design as it currently stands when work was put on ‘Hold.’ Atkins will identify areas where the back office legacy design requirements require update or modification in order to be consistent with the selected concept. Atkins will also update the requirements as necessary for conformance with the selected consolidated back office concept. Atkins will not advance the design of the back office requirements beyond the general state of completion they were in when the project was put on “Hold.”

Changes to the Project Budget

- Due to the extended schedule for the project due to “hold” in activities, updated Labor Hourly Rates from 2010 to 2012 rates.

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Interoffice Memo

ATKINS

Previous Labor Budget Estimate.

Orlando-Orange County Expressway Authority SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates Contract 000702 - Proposed Adjustments 18-Jan-11																	
PROJECT DESCRIPTION:		Tasks															
Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	NOT USED	WH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
(Tom Kruckley):																	
Walter Kristilbas	\$82.00	10	48		18		40	88	8	10	18	150	30		434	\$35,588.00	
Tom Delaney	\$80.53	64					8	10					24		106	\$8,536.18	
Brian Spence	\$74.52									18		56	16		88	\$8,557.76	
(Dean Kohr):																	
PHU Miller	\$75.24	2	25	28	20	12	72	46		40	4		114		303	\$27,312.12	
Chris Bausher	\$64.32				120		84	97	8	13	22	155	54		553	\$35,568.00	
(Don Erwin)																	
Erik Berg	\$50.58			173	40		124	80	16			80			513	\$31,077.64	
Mike Davis	\$58.51										40				40	\$2,740.40	
Bob Lagatta	\$55.20				24		30	31	18	20		65			182	\$10,082.78	
Michael Lubin	\$48.08							18							18	\$789.28	
Luba Hewitt	\$44.13			10		40	120	40		8					218	\$9,620.34	
Kevin Yorke	\$33.65				8										8	\$269.20	
Hong-Ting Chan	\$26.86	54		2		40	40	40		100					278	\$7,413.36	
Chris Russo	\$26.92	6					17	40		20					83	\$2,234.38	
Kemba Hollingsworth	\$21.22		9												9	\$190.98	
(Cheri Bailey)																	
Evelyn Perez	\$21.22	15			16	8	20	16		18	20		24		135	\$2,884.70	
SUBTOTAL																	
TOTAL		160	82	213	243	100	561	504	48	243	102	506	262		3,024	\$180,805.96	\$59.79
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES																	
	Hours	Labor	w/ Mult.														
Task 1 - Industry Overview	160	\$8,762.56	\$28,378.28														
Task 2 - Stakeholder Interviews	82	\$6,007.98	\$18,024.13														
Task 3 - Evaluate Current System	213	\$13,082.08	\$39,246.08														
Task 4 - System Upgrade Plan	243	\$14,812.08	\$44,438.71														
Task 5 - Procurement Methods	100	\$3,912.24	\$11,736.85														
Task 6 - Requirements & Acceptance Criteria	561	\$31,468.80	\$94,497.41														
Task 7 - Scope of Work	504	\$29,308.97	\$87,921.85														
Task 8 - Risk Analysis	48	\$3,024.48	\$9,073.64														
Task 9 - Cost Estimate	243	\$10,880.84	\$32,642.87														
Task 10 - Assist w/ Procurement Package	102	\$6,192.80	\$18,578.60														
Task 11 - Evaluation Process	506	\$35,150.07	\$105,481.33														
Task 12 - Major Deliverable QA/QC and Proj Mgmt	262	\$18,144.96	\$54,435.46														
NOT USED	0	\$0.00	\$0.00														
TOTAL	3,024	\$180,805.96	\$542,423.67														
Labor \$180,805.96																	
Audited Overhead (OH) Rate 167.86%																	
Burdened Labor = Salary x (1 + OH Rate) \$484,306.84																	
Project Profit % 12.00%																	
Project Profit \$58,116.82																	
Loaded Labor = Burdened x (1 + Profit) \$542,423.67																	
(Est. Mult. OH + Profit = 300.003%																	
DIRECT COSTS AND SUBCONSULTANTS																	
Direct Costs \$18,570.00																	
Hofstetter Consulting Services LLC \$113,250.00																	
Steve Moon Associates \$24,500.00																	
NOT USED																	
Add sub. support if Authority request- Task 11 \$20,000.00																	
DIRECT AND SUBCONSULTANT SUBTOTAL \$176,320.00																	
TOTAL LABOR PLUS DIRECTS AND SUBS \$718,743.67																	
ROUNDED \$718,700.00																	

Exhibit A

ATKINS

INTEROFFICE MEMO

Proposed Revised Budget.

Orlando-Orange County Expressway Authority SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates Contract 000821 - Proposed Adjustments 14-Aug-12																	
PROJECT DESCRIPTION: Tasks																	
Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	AM TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	\$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120	238	\$19,750.36	
Walter Kristibos	\$80.67	19	48				26	141					18		252	\$21,815.04	
Tom Delaney	\$86.62	68					10	12					20	8	118	\$11,389.36	
Brian Spence	\$79.44									12		56	21		90	\$7,149.00	
Dean Kehr	\$82.10	1	1		16		6		8	8	17	160	16	8	241	\$19,786.10	
Phil Miller	\$76.24	2	25	28	24	14	70	46		40	4		114		367	\$27,813.06	
Chris Blasher	\$70.23				191		134	115			18		53		508	\$35,747.07	
Don Erwin	\$71.07	4	4	8	24	12	12	19	8	10	24	166	160	16	456	\$32,407.02	
Erik Berg	\$80.00			215	49		149	114	16			80			622	\$37,730.62	
Mike Davis	\$72.98										42				42	\$3,065.16	
Bob Lagatta	\$69.36				30		43	44	15	16		55			203	\$14,080.06	
Michael Lubin	\$50.48				7			23							30	\$1,514.40	
Luis Hevia	\$46.82			12		29	144	57		6				32	279	\$13,062.76	
Kevin Yorke	\$33.66																
Hong-Ting Chien	\$28.39	57		2		38	48	57		79			14		295	\$8,375.05	
Chris Russo	\$29.69	6					20	57		25					108	\$3,206.52	
Kemba Hollingsworth	\$31.89		9												9	\$285.21	
Chad Bailey	\$22.62	1			20	7	28	23		13	21		31		140	\$3,152.80	
Evelyn Perez	\$21.22	15													15	\$318.30	
SUBTOTAL																	
TOTAL		174	88	273	373	103	698	720	48	212	128	518	495	184	4,014	\$260,455.97	\$64.89
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES																	
		Hours	Labor	w/ Mult.													
Task 1 - Industry Overview		174	\$10,945.25	\$32,836.10													
Task 2 - Stakeholder Interviews		88	\$6,770.90	\$20,313.10													
Task 3 - Evaluate Current System		273	\$16,990.88	\$51,000.18													
Task 4 - System Upgrade Plan		373	\$25,091.69	\$76,276.77													
Task 5 - Procurement Methods		103	\$4,785.66	\$14,357.13													
Task 6 - Requirements & Acceptance Criteria		606	\$41,406.10	\$124,486.83													
Task 7 - Scope of Work		720	\$44,873.93	\$134,823.23													
Task 8 - Risk Analysis		48	\$3,341.08	\$10,025.15													
Task 9 - Cost Estimate		212	\$10,244.34	\$30,733.35													
Task 10 - Assist w/ Procurement Package		128	\$8,366.14	\$25,188.69													
Task 11 - Evaluation Process		518	\$38,264.21	\$114,763.85													
Task 12 - Major Deliverable QA/QC and Proj Mgmt		495	\$35,221.31	\$105,865.08													
Task 13 - Consolidated Toll Back Office Concept & Options		184	\$14,025.52	\$42,077.01													
TOTAL		4,014	\$260,455.97	\$781,376.24													
															Labor \$260,455.97		
															Audited Overhead (OH) Rate 167.86%		
															Burdened Labor = Salary x (1 + OH Rate) \$697,657.36		
															Project Profit % 12.00%		
															Project Profit \$83,716.88		
															Loaded Labor = Burdened x (1 + Profit) \$781,376.24		
															(Eff. Mult. OH + Profit = 300.003%)		
															DIRECT COSTS AND SUBCONSULTANTS		
															Direct Costs \$20,160.00		
															Hofstetter Consulting Services LLC \$120,300.00		
															Steve Moon Associates \$24,500.00		
															Transportation Innovations, Inc. \$9,100.00		
															Add sub. support if Authority request- Task 11 \$20,000.00		
															DIRECT AND SUBCONSULTANT SUBTOTAL \$194,660.00		
															TOTAL LABOR PLUS DIRECTS AND SUBS \$976,036.24		
															ROUNDED \$976,000.00		

Changes from the Prior Budgeted Hours to the Proposed Hours

OOCEA Contract Adj 5 FINAL 20120814Tsk13 CLEAN toOOCEA.docx

Proposed Revised Budget – Direct Expenses

OOCEA Contract Adj 5 FINAL 20120814Tsk13 CLEAN toOOCEA.docx

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 6 entered into this 28th day of March, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. The Authority desires the Consultant to provide additional services identified as Task 14, Interim Toll Services Agreement, with an increase in the Contract amount of \$165,600.00 and no increase in the term of the Contract.
2. The Consultant hereby agrees to provide the additional services and the increase in the Contract amount, both of which are detailed in the attached memorandum dated March 8, 2013, and identified as Exhibit A.
3. The Authority and Consultant agree that this Supplemental Agreement No. 6 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 6; that acceptance of this Supplemental Agreement No. 6 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 6 is necessary to provide the additional services required to complete Task 14 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 6

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

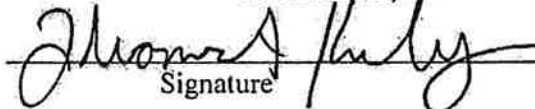
Amount of Changes to this document: \$165,600.00

This Supplemental Agreement No. 6 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

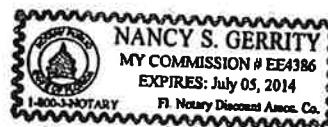
ATKINS NORTH AMERICA, INC.


Signature

Print Name: THOMAS S. KNUCKEY

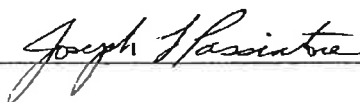
Title: VICE PRESIDENT

Attest:  (Seal)



Approved as to form and execution, only.

General Counsel for the AUTHORITY



RECEIVED
CONTRACTS DEPT
CS 7/4/13
SIGNATURE / DATE



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett, David Wynne
DATE: March 12, 2013
SUBJECT: Requested Permission for Changes to Staffing, Scope of Work, and Budget for Project 000821 Supplemental Agreement No. 6 Task 14 – Interim Tolls Services Agreement
ATTACHMENTS: None

As a follow-up to recent conversations between the Expressway Authority and Atkins, we are requesting permission to make the following changes to the project staffing and scope of work in response to the revisions to the project approach and resumption of project as requested by the Authority.

Changes to Key Project Staff

- Add Jorge Figueredo as an Atkins Key Staff member.

Changes to Project Scope

New Task 14 – Interim Toll Services Agreement

Introduction

Task 14 is a new task related to the continued development of the Consolidated Back Office Planning efforts that were begun in Task 13. The expected outcome of this task is to provide the Authority with documents (A.) an Interim Toll Services Agreement which will include B.) a Performance Metrics attachment, and C.) a Draft Inter-Local Agreement) that can be used for migration and transfer of certain toll operations functions to a back office provider for the consolidation of E-PASS and SunPass accounts.

Atkins' approach to the task development will involve a kick-off meeting and brief initial data collection step, followed by three (3) subtasks to develop each of the documents mentioned above. These documents will be developed concurrently to the extent possible. Written preliminary documents will be provided to the Authority for review in advance of workshops where collaborative discussions will be used to refine the documents. We anticipate the workshops to be iterative tool to develop the content for the written document. Atkins envisions a workshop session for each document to occur 1.) after the outline stage and 2.) just after the midway point of document development. Each document has a distinct nature but all must be developed in a coordinated consistent manner. Therefore each workshop session is generally envisioned to be a stand-alone activity, but several workshop sessions could be conducted in conjunction with each other as part of a daylong workshop event. To be flexible to the Authority's schedule, the workshop sessions can be



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

separated to consume less time during any one day. Atkins anticipates the following topics to be covered during the series of workshops:

	A. Interim Toll Services Agreement (ITSA)	B. Performance Metrics for ITSA	C. DRAFT Inter-local Agreement (ILA)
Workshop 1 at OOCEA	Session 1A. Outline and structure of document	Session 1B. Outline, categories and structure of performance metrics	Session 1C. Outline, structure and key issues to be addressed in the document
Workshop 2 at OOCEA	Session 2A. Preliminary ITSA document	Session 2B. Preliminary performance metrics	Session 2C. Preliminary Draft ILA document

Following the last workshop, Atkins will submit completed Draft documents for the Authority's ongoing use. Atkins has also included, as *Optional Services*, a limited number of hours to support addressing any comments or edits the Authority might request be made to the documents.

Project Management

Atkins will provide project management, coordination with Authority staff, development of meetings, agendas, meeting notes and quality control of all deliverables.

Kick-off Meeting & Data Collection

Atkins will conduct a task kick-off meeting with the Authority to formally begin work; review the scope of work, and task timeline; and address other administrative and general items. Atkins will review existing information, notes and related materials providing background for the task.

A. Development of Interim Toll Services Agreement (ITSA)

Atkins will develop documentation and provide supporting services to create an Interim Toll Services Agreement (ISTA), intended to define the Authority's toll services business relationship regarding the transfer of E-PASS toll services to another back office provider such as Florida's Turnpike Enterprise (FTE) SunPass program.

Atkins' approach will include the following activities:

Preliminary Outline of Interim Toll Services Agreement

Atkins will develop a Preliminary Outline of the Interim Toll Services Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1A

Atkins will facilitate a Workshop Session (1A) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the document; identify key categories and issues that will be developed as part of the document. Other workshop sessions (1B and 1C), described below, may be conducted in conjunction with this workshop session.

Preliminary Interim Toll Services Agreement

Based on the results of Workshop Session 1A, Atkins will prepare and submit a Preliminary Interim Toll Services Agreement document for review by Authority staff.

Workshop Session 2A

Atkins will facilitate a second Workshop Session (2A) at the Authority HQ offices. The objective of the workshop session will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Preliminary Interim Toll Services Agreement. Other workshop sessions (2B and 2C), described below, may be conducted in conjunction with this workshop session.

DRAFT Final Interim Toll Services Agreement

Based on the results of Workshop Session 2A, Atkins will prepare and submit a DRAFT FINAL Interim Toll Services Agreement for review by Authority staff.

Optional Services - Final Interim Toll Services Agreement

Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL Interim Toll Services Agreement.

B. Development of Performance Metrics for Interim Toll Services

Atkins will provide technical support for development of Performance Metrics which would be an attachment to the Interim Toll Services Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Performance Metrics

Atkins will develop a Preliminary Outline of the Performance Metrics for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop. This outline will include a listing of the names of various Performance Attributes grouped by Functional Area with no specific metrics at this point.

Workshop Session 1B

Atkins will facilitate a Workshop Session (1B) at the Authority HQ offices. The objective of the workshop will be to establish the basic structure for the performance metrics; identify key issues that should be addressed by it; and identify necessary functional categories and process attributes that should be included in it. As indicated above, this workshop session may be conducted in conjunction with workshop sessions 1A and 1C.

Preliminary of Performance Metrics

Based on the results of Workshop Session 1B, Atkins will prepare and submit a Preliminary listing of the Performance Metrics for review by Authority staff. This document will include a listing of the various Performance Attributes grouped by Functional Area with draft descriptions and metrics.

Workshop Session 2B

Atkins will facilitate a second Workshop (2B) at the Authority HQ offices. The objective of the workshop will be to review the Preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Schedule of the Performance Metrics. As indicated above, this workshop may be conducted in conjunction with workshop sessions 2A and 2C.

DRAFT Final Schedule of Performance Metrics

Based on the results of Workshop Session 2B, Atkins will prepare and submit a DRAFT FINAL listing of the Performance Metrics for review by Authority staff.

Optional Services - Final Performance Metrics

Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL listing of the Performance Metrics.

C. Development of Draft Inter-Local Agreement (ILA)

Atkins will provide technical support for development of a Draft Inter-Local Agreement. Atkins' approach will include the following activities:

Preliminary Outline of Draft Inter-Local Agreement

Atkins will develop a Preliminary Outline of the Draft Inter-Local Agreement for review by Authority staff. The outline will serve as a beginning for discussions at an initial workshop.

Workshop Session 1C

Atkins will facilitate a Workshop Session (1C) at the Authority HQ offices. The objective of the workshop session will be to establish the basic structure for the document; identify key issues that should be addressed by it; and identify necessary content that should be included in it. Other workshop sessions (1A and 1B), described above, may be conducted in conjunction with this workshop session.

Preliminary version of Draft Inter-Local Agreement

Based on the results of Workshop Session 1C, Atkins will prepare and submit a Preliminary version of Draft Inter-Local Agreement for review by Authority staff.

Workshop Session 2C

Atkins will facilitate a second Workshop Session (2C) at the Authority HQ offices. The objective of the workshop will be to review the preliminary document; discuss any issues that resulted from the review or other factors; and provide any guidance for the completion of the Draft Inter-Local



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Agreement. Other workshop sessions (2A and 2B), described above, may be conducted in conjunction with this workshop session.

Completed version of Draft Inter-Local Agreement

Based on the results of Workshop Session 2C, Atkins will prepare and submit a completed version of Draft Inter-Local Agreement for review and additions by Authority staff.

Optional Services - Final version of Draft Inter-Local Agreement

Atkins will receive Authority comments and based on Authority staff comments, prepare and submit to the Authority the FINAL version of Draft Inter-Local Agreement.

Changes to the Project Budget

The table below provides an updated summary of the requested additional fee amount to provide the services as indicated in this scope of work for SA No. 6 Task 14.

Estimated Fee Cost Item	SA No. 6 – Task 14 Total Requested Contract Fee Amount
Atkins Labor	\$150,155
Atkins Expenses	\$500
Subconsultant: Hofstetter Consulting Services, LLC	\$7,900
Subconsultant: Transportation Innovations, Inc.	\$7,000
TOTAL	\$165,555
TOTAL (Rounded)	\$165,600

Included in the fee of above table are the following optional services that are broken out below:

<i>Optional Services - Atkins Support for Final Edits and Revisions</i> <i>(after submittal of the completed documents)</i>	
A. Interim Toll Services Agreement (ITSA)	\$10,585
B. Performance Metrics for ITSA	\$4,596
C. DRAFT Inter-local Agreement (ILA)	\$7,258
Total	\$21,440

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Previous Labor Budget Estimate

Orlando-Orange County Expressway Authority
SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates
Contract 000821 - Proposed Adjustments
14-Aug-12

PROJECT DESCRIPTION:		Tasks																
Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	NOT USED	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	\$83.01	1	1	0	12	4	12	12	2	2	4	12	48	120		238	\$19,756.38	
(Jorge Figuerado)	\$103.85																	
Walter Kristibies	\$86.57	19	48				26	141					18			252	\$21,815.64	
Tom Delaney	\$98.52	68					10	12					20	8		118	\$11,389.36	
Brian Spence	\$79.44									13		56	21			90	\$7,149.60	
Dean Kehr	\$82.10	1	1		16		6		8	8	17	160	16	8		241	\$19,786.10	
Phil Miller	\$75.24	2	26	28	24	14	70	46		40	4		114			367	\$27,612.00	
Chris Bausher	\$70.23				191		134	116			16		63			609	\$35,747.07	
Don Erwin	\$71.07	4	4	8	24	12	12	19	8	10	24	166	160	16		466	\$32,407.92	
Erik Berg	\$60.66			215	49		149	114	16			80				622	\$37,730.52	
Mike Davis	\$72.98										42					42	\$3,065.16	
Bob Lagatta	\$69.36				30		43	44	16	16		65				203	\$14,030.00	
Michael Lubin	\$50.48				7			23								30	\$1,514.40	
Luis Hevia	\$46.82			12		28	144	67		6				32		279	\$13,062.78	
Kevin Yorke	\$33.65																	
Hong-Ting Chen	\$28.39	57		2		38	48	57		79			14			295	\$9,375.05	
Chris Russo	\$29.89	6					20	57		26						108	\$3,208.52	
Kamba Hollingsworth	\$31.89		9													9	\$289.21	
Cheri Bakay	\$22.52	1			20	7	24	23		13	21		31			140	\$3,152.80	
Evelyn Perez	\$21.32	15														15	\$318.30	
(J B Park)	\$23.00																	
SUBTOTAL																		
TOTAL		174	68	273	373	103	698	720	48	212	128	518	495	184		4,014	\$260,459.97	\$64.88

DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES			
Hours	Labor	w/ Mult.	
Task 1 - Industry Overview	174	\$10,345.25	\$32,836.10
Task 2 - Stakeholder Interviews	68	\$6,770.96	\$20,310.10
Task 3 - Evaluate Current System	273	\$16,999.68	\$91,900.18
Task 4 - System Upgrade Plan	373	\$25,091.89	\$75,276.77
Task 5 - Procurement Methods	103	\$4,705.60	\$14,357.13
Task 6 - Requirements & Acceptance Criteria	698	\$41,495.10	\$124,466.65
Task 7 - Scope of Work	720	\$44,973.93	\$134,623.22
Task 8 - Risk Analysis	48	\$3,341.63	\$11,025.18
Task 9 - Cost Estimate	212	\$10,744.34	\$31,730.25
Task 10 - Assist w/ Procurement Package	128	\$8,395.14	\$25,186.69
Task 11 - Evaluation Process	518	\$38,264.21	\$114,795.60
Task 12 - Major Deliverable QA/QC and Proj Mgmt	495	\$35,721.31	\$115,645.06
Task 13 - Consolidated Toll Back Office Concept & Options	184	\$14,325.52	\$42,377.01
NOT USED	0	\$0.00	\$0.00
TOTAL	4,014	\$260,459.97	\$781,376.24

Labor	\$260,459.97
Audited Overhead (OH) Rate	157.96%
Burdened Labor = Salary x (1 + OH Rate)	\$697,657.36
Project Profit %	12.00%
Project Profit	\$83,718.88
Loaded Labor = Burdened x (1 + Profit)	\$781,376.24
(IE: Mult. OH + Profit =	300.003%
DIRECT COSTS AND SUBCONSULTANTS	
Direct Costs	\$20,160.00
Hostedby Consulting Services LLC	\$120,900.00
Steve Moon Associates	\$24,500.00
Transportation Innovations, Inc	\$9,100.00
Add sub support if Authority request: Task 11	\$20,000.00
DIRECT AND SUBCONSULTANT SUBTOTAL	\$194,660.00
TOTAL LABOR PLUS DIRECTS AND SUBS	\$976,036.24
ROUNDED	\$976,000.00



Orlando-Orange County Expressway Authority Toll System Upgrade Project Memorandum

Proposed Revised Budget

Orlando-Orange County Expressway Authority SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates Contract 000821 - Proposed Adjustments 8-Mar-13																		
PROJECT DESCRIPTION:		Tasks																
Proposed Staff	Rate	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	Task 14 - Interim Toll Services Agreement	MH TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Tom Knuckey	\$83.01	1	1	8	12	4	12	12	2	2	4	12	48	120	120	368	\$29,717.58	
Jorge Figueroa	\$103.85														40	40	\$4,154.00	
Walter Kristibas	\$86.57	19	48				26	141					18			262	\$21,815.64	
Tom Delaney	\$96.52	58					16	12					20	8	11	129	\$12,451.06	
Brian Spence	\$79.44									13		58	21			90	\$7,149.60	
Dean Kohr	\$82.18	1	1		18		6		8	8	17	160	16	8		241	\$19,786.10	
Phil Miller	\$75.24	2	25	28	24	14	70	46		40	4		114			367	\$27,613.08	
Chris Bausher	\$70.23				191		134	115			16		63			609	\$35,747.07	
Don Erwin	\$71.07	4	4	8	24	12	12	19	8	10	24	166	160	16	247	703	\$49,962.21	
Enk Berg	\$80.66			215	49		149	114	15			80				622	\$37,730.52	
Mike Davis	\$72.98										42					42	\$3,065.16	
Bob Lagatta	\$69.36				30		43	44	16	16		55				203	\$14,060.08	
Michael Lubin	\$50.48				7			23								30	\$1,514.43	
Luis Hevia	\$46.82			12		28	144	67		6				32	368	647	\$30,292.54	
Kevin Yorke	\$33.65																	
Hong-Ting Chen	\$28.39	57		2		38	48	57		79			14			295	\$8,375.05	
Chris Russo	\$29.89	6					20	87		25						108	\$3,206.52	
Kemba Hollingsworth	\$31.89		9													9	\$285.21	
Cheri Bailey	\$22.52	1			20	7	24	23		13	21		31		4	144	\$3,342.83	
Evelyn Perez	\$21.22	15														16	\$318.36	
J. B. Park	\$23.00																	
SUBTOTAL																		
TOTAL		174	48	273	373	103	698	720	48	212	128	618	495	184	790	4,014	\$310,507.02	\$77.36
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES																		
		Hours	Labor	w/ MULL														
Task 1 - Industry Overview		174	\$10,945.25	\$32,950.10														
Task 2 - Stakeholder Interviews		48	\$5,779.05	\$19,313.10														
Task 3 - Evaluate Current System		273	\$16,099.85	\$51,002.18														
Task 4 - System Upgrade Plan		373	\$25,051.65	\$75,276.77														
Task 5 - Procurement Methods		103	\$4,760.66	\$11,307.19														
Task 6 - Requirements & Acceptance Criteria		698	\$41,455.18	\$124,485.63														
Task 7 - Scope of Work		720	\$44,873.63	\$141,623.29														
Task 8 - Risk Analysis		48	\$5,341.68	\$13,325.15														
Task 9 - Cost Estimate		212	\$10,244.34	\$33,793.39														
Task 10 - Assist w/ Procurement Package		128	\$6,355.14	\$20,183.69														
Task 11 - Evaluation Process		618	\$38,264.21	\$114,793.85														
Task 12 - Major Deliverable QA/QC and Proj Mgmt		495	\$31,231.31	\$103,445.16														
Task 13 - Consolidated Toll Back Office Concept & Options		184	\$14,075.87	\$41,091.17														
Task 14 - Interim Toll Services Agreement		790	\$59,051.65	\$176,154.15														
TOTAL		4,014	\$310,507.02	\$931,531.00														
					Labor \$310,507.02													
					Audited Overhead (OH) Rate 167.85%													
					Burdened Labor = Salary x (1 + OH Rate) \$631,724.13													
					Project Profit % 12.00%													
					Project Profit \$69,808.89													
					Loaded Labor = Burdened x (1 + Profit) \$691,531.00													
					(EH, MULL, OH + Profit = \$310,000)													
					DIRECT COSTS AND SUBCONSULTANTS													
					Direct Costs \$20,800.00													
					Indirect: Consulting Services LLC \$128,800.00													
					Steve Moon Associates \$24,500.00													
					Transportation Innovations, Inc \$18,100.00													
					Add sup. support if Authority request- Task 11 \$20,000.00													
					DIRECT AND SUBCONSULTANT SUBTOTAL \$210,000.00													
					TOTAL LABOR PLUS DIRECTS AND SUBS \$1,141,291.00													
					ROUNDED \$1,141,800.00													



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Changes from the Prior Budgeted Hours to the Proposed Hours

Orlando-Orange County Expressway Authority SUMMARY FEE SHEET - As-Submitted Hours with actual salaries building category rates Contract 000821 - Proposed Adjustments 8-Mar-13																		
PROJECT DESCRIPTION:		Tasks																
Proposed Staff	Rate Note: Rates Updated to 2012	Task 1 - Industry Overview	Task 2 - Stakeholder Interviews	Task 3 - Evaluate Current System	Task 4 - System Upgrade Plan	Task 5 - Procurement Methods	Task 6 - Requirements & Acceptance Criteria	Task 7 - Scope of Work	Task 8 - Risk Analysis	Task 9 - Cost Estimate	Task 10 - Assist w/ Procurement Package	Task 11 - Evaluation Process	Task 12 - Major Deliverable QA/QC and Proj Mgmt	Task 13 - Consolidated Toll Back Office Concept & Options	Task 14 - Interim Toll Services Agreement	MM TOTALS	SALARY COST BY CLASSIFICATION	AVERAGE HOURLY RATE
Highlighted cells show requested increase (+) or decrease (-) from Chg2 proposed budget.																		
Tom Knuckey	\$83.01														120	120	9,961	
(Jorge Figueroa)	\$103.85														40	40	4,154	
Walter Kristibas	\$86.57																	
Tom Delaney	\$86.52														11	11	1,062	
Brian Spence	\$79.44																	
Dean Kohr	\$82.10																	
Phil Miller	\$75.24																	
Chris Bausher	\$70.23																	
Don Erwin	\$71.07														247	247	17,554	
Erik Berg	\$60.66																	
Miko Davis	\$72.96																	
Bob Legalla	\$69.36																	
Michael Lubin	\$50.48																	
Luis Hevia	\$46.82														368	368	17,230	
Kevin Yorko	\$33.65																	
Hong-Ting Chun	\$28.39																	
Chris Russo	\$29.69																	
Kemba Hollingsworth	\$31.69																	
Cheri Bailey	\$22.52														4	4	90	
Evelyn Perez	\$21.22																	
(J. B. Park)	\$23.00																	
SUBTOTAL																		
TOTAL															790		50,051	1
DISTRIBUTION OF COST ELEMENTS TO BASIC ACTIVITIES																		
		Hours	Labor	w/ Mult.														
Task 1 - Industry Overview					Labor 50,051 increase													
Task 2 - Stakeholder Interviews					Allocated Overhead (CH) Rate -NO CHANGE-													
Task 3 - Evaluate Current System					Burdened Labor = Salary x (1 + CH Rate) 134,067 increase													
Task 4 - System Upgrade Plan					Project Profit % -NO CHANGE-													
Task 5 - Procurement Methods					Project Profit 16,088 increase													
Task 6 - Requirements & Acceptance Criteria					Loaded Labor = Burdened x (1 + Profit) 160,155 increase													
Task 7 - Scope of Work					(Eff. M 1.00 1.00 1.00)													
Task 8 - Risk Analysis					DIRECT COSTS AND SUBCONSULTANTS													
Task 9 - Cost Estimate					Direct Costs 600 increase													
Task 10 - Assist w/ Procurement Package					Hofstetter Consulting Services LLC 7,900 increase													
Task 11 - Evaluation Process					Steve Moon Associates -NO CHANGE-													
Task 12 - Major Deliverable QA/QC and Proj Mgmt					Transportation Innovations Inc 7,000 increase													
Task 13 - Consolidated Toll Back Office Concept & Options					Add sub support Authority request Task 11 -NO CHANGE-													
Task 14 - Interim Toll Services Agreement					DIRECT AND SUBCONSULTANT SUBTOTAL 15,400 increase													
TOTAL		790.0	\$50,051.05	\$150,154.75	TOTAL LABOR PLUS DIRECTS AND SUBS 165,665 increase													
					ROUNDED 165,600 increase													



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Proposed Revised Budget – Subconsultant Expenses

Hofstetter Consulting Services LLC

Subcontract Estimate for Change 6

<u>Task</u>	<u>Consultant</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>Est. Cost</u>
Task 14 - Interim Toll Services Agreement	Sue Hofstetter	40	\$150	\$6,000
Subtotal Hours		40		\$6,000
<u>Travel</u>		<u>Est. Per Trip Cost</u>	<u># Trips</u>	<u>Est. Cost</u>
5 day Trip	Sue Hofstetter	1250	0	\$0
3 day Trip	Sue Hofstetter	950	2	\$1,900
Subtotal Travel				\$1,900
Subcontract Total Estimate - SA 5				\$120,900
SUBCONTRACT TOTAL Chg 6				\$128,800

Transportation Innovations, Inc.

Subcontract Estimate for Change 6

<u>Task</u>	<u>Consultant</u>	<u>Estimated Hours</u>	<u>Hourly Rate</u>	<u>Est. Cost</u>
Task 14 - Interim Toll Services Agreement	Harold Worrall, PhD	40	\$175	\$7,000
Subtotal Hours		40		\$7,000
<u>Travel</u>		<u>Est. Per Trip Cost</u>	<u># Trips</u>	<u>Est. Cost</u>
N/A		0	0	\$0
N/A		0	0	\$0
Subtotal Travel				\$0
Subcontract Total Estimate - SA 5				\$9,100
SUBCONTRACT TOTAL Chg 6				\$16,100



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Changes to the Project Schedule

The following Preliminary Milestone Schedule provides anticipated dates for the completion of Task 14 as described above.

Preliminary Milestone Schedule

Activity	Date		Deliverables
	Original	SA 6	
Task 14 - Workshop 1 - Sessions 1A, 1B, 1C	N/A	4/15/2013	Tentative
Task 14 - Workshop 2 - Sessions 2A, 2B, 2C	N/A	5/15/2013	Tentative
Task 14 - Final DRAFT Deliverables Interim Toll Services Agreement, Schedule of Performance Metrics, DRAFT Interlocal Agreement	N/A	6/15/2015	Tentative
Task 14 - Final Deliverables Interim Toll Services Agreement, Schedule of Performance Metrics, DRAFT Interlocal Agreement	N/A	6/30/2015	Tentative

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 7 entered into this 1st day of October, 2013, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through December 31, 2014.
2. The Authority confirms its authorization for the creation of new Task No. 15 effective September 1, 2013, to complete the Consultant services related to the development of the Request for Proposals activities. Task No. 15 will be funded by the re-distribution of the current Contract budget as shown on the attached Exhibit A. There will be no increase in the current Contract amount.
3. The Consultant hereby agrees to the extension of the term of the Contract, the re-distribution of the current Contract budget, and accepts the authorization to proceed with Task No. 15.
4. The Authority and Consultant agree that this Supplemental Agreement No.7 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 7; that acceptance of this Supplemental Agreement No. 7 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
5. This Supplemental Agreement No. 7 is necessary to extend the term of the Contract and to authorize the creation of Task No. 15.

SUPPLEMENTAL AGREEMENT NO. 7

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 7 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By:

Andre Hub
Director of Procurement

ATKINS NORTH AMERICA, INC.

By:

Thomas J. Delaney

Print Name:

Thomas J. Delaney

Title:

VP, Sector Manager

Attest:

Kellie M. Brabant (Seal)
(Secretary or Notary)



RECEIVED
CONTRACTS DEPT

CS *10/7/13*
SIGNATURE / DATE

Exhibit A



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE K
TO: Joann Chizlett
DATE: September 19, 2013
SUBJECT: Requested Permission for Task budget re-alignments on Project
 Contract 000821; Task 15 – RFP Completion Process
ATTACHMENT Request for Budget Re-alignment Summary

This is a follow up to the conversations during our meeting 9/16 regarding the budget status of the project. As we indicated during the meeting we are requesting a zero dollar task re-alignment for a time extension of the current contract and the realignment of budgets within certain already approved tasks. The purpose of the request is as follows:

- Extend completion time on contact #000821 approximately 1 year through December 2014
- Redistributed unused budgets in various tasks and create a new task (#15) for the completion of the RFP development

The RFP documents will be completed by Atkins with the Authority's input and collaboration on or before the expected date of December 2, 2013. Budgetary amounts will be redistributed as indicated in the attached excel spreadsheet to cover cost on existing tasks and allocate unspent amounts to a new Task 15 for the completion of the effort. The below spread sheets shows the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Amount requested for Budget re-alignment (Task 15)	\$0.00
Total Revised Contract Amount	\$1,161,962.49

Details of this budget re-alignment request by individual tasks are attached below. It includes \$6000 in subconsultant fees for Hofstetter Consulting and a realignment of \$141,720.64 for Atkins services. The amount for Atkins services will include all labor and expenses.

Thank you for your consideration of this request and feel free to let me know if you have any questions.



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Budget Redistribution Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Re-Alignment	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	\$ 27,244.89	\$	\$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	\$ 17,985.39	\$	\$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	\$ 55,231.95	\$	\$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	\$ 77,927.39	\$	\$ 77,927.39
5	PROCUREMENT METHODS	\$ 15,396.66	\$ (3.00)	\$ 15,393.66
6	REQUIREMENTS & ACCEPTANCE	\$ 124,486.63	\$ 73,742.00	\$ 198,228.63
7	SCOPE OF WORK	\$ 134,623.23	\$ 39,029.04	\$ 173,652.27
8	RISK ANALYSIS	\$ 10,025.15	\$ (764.63)	\$ 9,260.52
9	COST ESTIMATE	\$ 30,733.35	\$ (2,000.22)	\$ 28,733.13
10	ASSIST WITH PROCUREMENT PACKAGE	\$ 25,188.69	\$ (10,952.97)	\$ 14,235.72
11	EVALUATION PROCESS	\$ 114,793.85	\$ (114,793.85)	\$ -
12	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	\$ 105,665.06	\$ 20,562.19	\$ 126,227.25
13	CONSOLIDATED TOLL BACK OFFICE	\$ 42,077.21	\$ 1,165.54	\$ 43,242.75
14	INTERIM TOLLS SERVICES AGREEMENT	\$ 150,155.00	\$ (72,865.52)	\$ 77,289.48
15	RFP CLOSE OUTS	\$	\$ 141,720.64	\$ 141,720.64
LABOR	Atkins LABOR TOTALS	\$ 931,534.45	\$ 74,839.22	\$ 1,006,373.67
EXPENSES	LUMP SUM & DIRECTS	\$		
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	\$ 20,660.00	\$ (14,691.12)	\$ 5,968.88
UNASSIGNED	UNASSIGNED FUNDS	\$ 189,400.00	\$ (39,780.06)	\$ 149,619.94
		\$ 20,368.04	\$ (20,368.04)	\$ -
		\$ 1,161,962.49	\$ -	\$ 1,161,962.49



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Request for Budget Re-alignment Summary
Summary Invoice for services through August 31, 2013

TASK NO.	TASK DESCRIPTION	TASK BUDGET	REQUESTED BUDGET RE-ALIGNMENT	NEW PROPOSED BUDGET	PREVIOUSLY INVOICED	CURRENT INVOICE	TOTAL INVOICED TO DATE	BALANCE REMAINING
1 - Closed	INDUSTRY OVERVIEW	\$ 27,244.89	\$ -	\$ 27,244.89	\$ 27,244.89	\$ -	\$ 27,244.89	\$ -
2 - Closed	STAKEHOLDER INTERVIEWS	\$ 17,985.39	\$ -	\$ 17,985.39	\$ 17,985.39	\$ -	\$ 17,985.39	\$ -
3 - Closed	EVALUATE CURRENT SYSTEM	\$ 55,231.95	\$ -	\$ 55,231.95	\$ 55,231.95	\$ -	\$ 55,231.95	\$ -
4 - Closed	SYSTEM UPGRADE PLAN	\$ 77,927.39	\$ -	\$ 77,927.39	\$ 77,927.39	\$ -	\$ 77,927.39	\$ -
5	PROCUREMENT METHODS	\$ 15,396.66	\$ (3.00)	\$ 15,393.66	\$ 15,287.04	\$ 106.62	\$ 15,393.66	\$ -
6	REQUIREMENTS & ACCEPTANCE	\$ 124,486.63	\$ 73,742.00	\$ 198,228.63	\$ 124,413.78	\$ 73,814.85	\$ 198,228.63	\$ -
7	SCOPE OF WORK	\$ 134,623.23	\$ 39,029.04	\$ 173,652.27	\$ 106,002.57	\$ 67,649.70	\$ 173,652.27	\$ -
8	RISK ANALYSIS	\$ 10,025.15	\$ (764.63)	\$ 9,260.52	\$ 4,615.35	\$ 4,645.17	\$ 9,260.52	\$ -
9	COST ESTIMATE	\$ 30,733.35	\$ (2,000.22)	\$ 28,733.13	\$ 19,139.40	\$ 9,593.73	\$ 28,733.13	\$ -
10	ASSIST WITH PROCUREMENT PACKAGE	\$ 25,188.69	\$ (10,952.97)	\$ 14,235.72	\$ 6,819.87	\$ 7,415.85	\$ 14,235.72	\$ -
11	EVALUATION PROCESS	\$ 114,793.85	\$ (114,793.85)	\$ -	\$ -	\$ -	\$ -	\$ -
12	MAJOR DELIVERABLE QA/QC & PROJECT MGT	\$ 105,665.06	\$ 20,562.19	\$ 126,227.25	\$ 105,608.04	\$ 20,619.21	\$ 126,227.25	\$ -
13	CONSOLIDATED TOLL BACK OFFICE	\$ 42,077.21	\$ 1,165.54	\$ 43,242.75	\$ 42,070.08	\$ 1,172.67	\$ 43,242.75	\$ -
14	INTERIM TOLLS SERVICES AGREEMENT	\$ 150,155.00	\$ (72,865.52)	\$ 77,289.48	\$ -	\$ 77,289.48	\$ 77,289.48	\$ -
15	RFP CLOSE OUTS		\$ 141,720.65	\$ 141,720.65	\$ -	\$ -	\$ -	\$ 141,720.65
LABOR	Atkins LABOR TOTALS	\$ 931,534.45	\$ 74,839.23	\$ 1,006,373.68	\$ 602,345.75	\$ 262,307.28	\$ 864,653.03	\$ 141,720.65
EXPENSES	LUMP SUM & DIRECTS	\$ 20,860.00	\$ (14,691.12)	\$ 5,968.88	\$ 5,968.88	\$ -	\$ 5,968.88	\$ -
SUBS	SUBCONSULTANTS (remains for S Holstetter)	\$ 189,400.00	\$ (39,780.06)	\$ 149,619.94	\$ 121,249.69	\$ 22,370.25	\$ 143,619.94	\$ 6,000.00
UNASSIGN ED	UNASSIGNED FUNDS	\$ 20,368.04	\$ (20,368.04)	\$ -	\$ -	\$ -	\$ -	\$ -
		\$ 1,161,962.49	\$ -	\$ 1,161,962.49	\$ 729,564.32	\$ 284,677.53	\$ 1,014,241.85	\$ 147,720.65

Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: September 26, 2013
SUBJECT: Requested Permission for Task budget re-alignments on Project
Contract 000821; Task 15 – RFP Completion Process
ATTACHMENT Attachment "A" Explanation of Task #15 Scope

This memorandum provides further documentation requested by the Authority as a follow up to the Memorandum dated 9/19/2013 from Tom Knuckey to Joann Chizlett re: Requested Permission for Task budget re-alignments on Project Contract 000821; Task 15 – RFP Completion Process.

The new Task #15 RFP Completion would result in a single new task for the completion the RFP development work begun under several of the original project tasks, and limited support for the procurement process as the budget permits after the RFP is completed. The Task #15 budget would include the net unused funds from the other project tasks after redistribution. There would be no increase in the overall project scope.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 8 entered into this 27th day of February, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. The Authority desires the Consultant to provide additional services for Task 15 with an increase in the Contract for the not-to-exceed amount of \$32,492.15 and no increase in the term of the Contract. Services to be provided are retroactive to February 15, 2014.
2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.
3. The Authority and Consultant agree that this Supplemental Agreement No. 8 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 8; that acceptance of this Supplemental Agreement No. 8 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 8 is necessary to provide the additional services required for existing Task 15 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 8

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

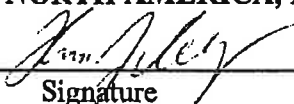
Amount of Changes to this document: \$32,492.15

This Supplemental Agreement No. 8 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.



Signature

Print Name: Thomas J. Delaney

Title: Vice President, Sector Manager

Attest:  (Seal)



RECEIVED
CONTRACTS DEPT
 3/7/14
SIGNATURE / DATE



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: February 27, 2014
SUBJECT: **Project Contract 000821 Requested Permission for Task Budget Increase for Task 15 – RFP Completion & Support for Toll Industry RFI Process***
ATTACHMENT **Summary of Requested Budget Increase (Excel file)**

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of \$ 32,492.15 in the project budget to cover the work element described below and the associated schedule adjustments.

- Task 15 - RFP Completion & Support for Toll Industry Request for Information [RFI] Process* will provide for additional services in this existing task to support the Authority's process to solicit vendor feedback from the toll industry about the draft Toll System RFP documents. The additional services will also include the follow-on modification and edits necessary to the Scope of Work and Requirements documents as a result of Authority requests after receiving and reviewing comments from the vendor RFI process. The estimated additional amount requested to support the RFI effort is \$32,492.

The process began on January 20, 2014 and is scheduled to be complete by March 31, 2014 for a total of 70 days. The scope of this additional work will include the following:

- Support for preparation of the notice and Instructions for Responding to the RFI
- Receiving and addressing any RFI technical inquiries from respondents
- Reviewing written RFI responses and participating in up to six (6) feedback meeting(s) with respondents
- Assessing RFI responses with Authority staff to determine if/what action is necessary to update the RFP documents
- Modifying the RFP documents to incorporate changes requested by OOCEA as a result of the RFI responses.

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spreadsheets below show the current budget, requested additional amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:

(task name changed to include additional scope)*



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Supplemental Agreement No 7	\$0.00
Supplemental Agreement No 8	\$ 32,492.15
Total Revised Contract Amount	\$ 1,194,454.64

Details of this budget request by individual tasks are shown below.

This SA includes \$32,292.15 for Atkins labor and \$200 for expenses for a total of \$32,492.15



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Budget Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Change	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	\$ 27,244.89	\$ -	\$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	\$ 17,985.39	\$ -	\$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	\$ 55,231.95	\$ -	\$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	\$ 77,927.39	\$ -	\$ 77,927.39
5 - Closed	PROCUREMENT METHODS	\$ 15,393.66	\$ -	\$ 15,393.66
6 - Closed	REQUIREMENTS & ACCEPTANCE	\$ * 197,220.63	\$ -	\$ * 197,220.63
7 - Closed	SCOPE OF WORK	\$ * 172,070.61	\$ -	\$ * 172,070.61
8 - Closed	RISK ANALYSIS	\$ * 9,164.40	\$ -	\$ * 9,164.40
9 - Closed	COST ESTIMATE	\$ * 28,586.22	\$ -	\$ * 28,586.22
10 - Closed	ASSIST WITH PROCUREMENT PACKAGE	\$ * 14,084.85	\$ -	\$ * 14,084.85
11 - Closed	EVALUATION PROCESS	\$ -	\$ -	\$ -
12 - Closed	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	\$ * 125,898.84	\$ -	\$ * 125,898.84
13 - Closed	CONSOLIDATED TOLL BACK OFFICE	\$ 43,242.75	\$ -	\$ 43,242.75
14 - Closed	INTERIM TOLLS SERVICES AGREEMENT	\$ * 75,601.80	\$ -	\$ * 75,601.80
15	RFP COMPLETION & SUPPORT FOR TOLL INDUSTRY RFI PROCESS	\$ * 137,220.64	\$ 32,292.15	\$ 169,512.79
LABOR	Atkins LABOR TOTALS	\$ * 996,874.02	\$ 32,292.15	\$ 1,029,166.17
EXPENSES	LUMP SUM & DIRECTS	\$ 5,968.88	\$ 200.00	\$ 6,168.88
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	\$ * 159,119.59	\$ -	\$ 159,119.59
UNASSIGNED	UNASSIGNED FUNDS	\$ -	\$ -	\$ -
		\$ 1,161,962.49	\$ 32,492.15	\$ 1,194,454.64

*Note: Reflects update from SA 7 w/\$0 change to Total Amount, due to internal reassignment to of \$4,500 from Atkins Labor Budget to Subconsultant S. Hofstetter Budget approved via e-mail 11/25/2013 J. Chizlett to D. Erwin/T. Knuckey



Orlando - Orange County Expressway Authority
Toll System Upgrade Project

ATKINS

Supplemental Agreement No. 8

Task 15 - Management of the Toll System Upgrade Project

1/20/2014 - 3/14/2014

4/1 - 8/11

Line	Item	Unit	Qty	Rate	Amount	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	1222	1223	1224	1225	1226	1227	1228	1229	1230	1231	1232	1233	1234	1235	1236	1237	1238	1239	1240	1241	1242	1243	1244	1245	1246	1247	1248	1249	1250	1251	1252	1253	1254	1255	1256	1257	1258	1259	1260	1261	1262	1263	1264	1265	1266	1267	1268	1269	1270	1271	1272	1273	1274	1275	1276	1277	1278	1279	1280	1281	1282	1283	1284	1285	1286	1287	1288	1289	1290	1291	1292	1293	1294	1295	1296	1297	1298	1299	1300	1301	1302	1303	1304	1305	1306	1307	1308	1309	1310	1311	1312	1313	1314	1315	1316	1317	1318	1319	1320	1321	1322	1323	1324	1325	1326	1327	1328	1329	1330	1331	1332	1333	1334	1335	1336	1337	1338	1339	1340	1341	1342	1343	1344	1345	1346	1347	1348	1349	1350	1351	1352	1353	1354	1355	1356	1357	1358	1359	1360	1361	1362	1363	1364	1365	1366	1367	1368	1369	1370	1371	1372	1373	1374	1375	1376	1377	1378	1379	1380	1381	1382	1383	1384	1385	1386	1387	1388	1389	1390	1391	1392	1393	1394	1395	1396	1397	1398	1399	1400	1401	1402	1403	1404	1405	1406	1407	1408	1409	1410	1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440	1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	1463	1464	1465	1466	1467	1468	1469	1470	1471	1472	1473	1474	1475	1476	1477	1478	1479	1480	1481	1482	1483	1484	1485	1486	1487	1488	1489	1490	1491	1492	1493	1494	1495	1496	1497	1498	1499	1500	1501	1502	1503	1504	1505	1506	1507	1508	1509	1510	1511	1512	1513	1514	1515	1516	1517	1518	1519	1520	1521	1522	1523	1524	1525	1526	1527	1528	1529	1530	1531	1532	1533	1534	1535	1536	1537	1538	1539	1540	1541	1542	1543	1544	1545	1546	1547	1548	1549	1550	1551	1552	1553	1554	1555	1556	1557	1558	1559
------	------	------	-----	------	--------	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 9 entered into this 26th day of March, 2014, by and between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. The Authority desires the Consultant to provide additional services for Task 16 with an increase in the Contract for the not-to-exceed amount of \$156,084.16 and no increase in the term of the Contract.
2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount, both of which are detailed in the attached Exhibit A.
3. The Authority and Consultant agree that this Supplemental Agreement No. 9 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 9; that acceptance of this Supplemental Agreement No. 9 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 9 is necessary to provide the additional services required for existing Task 16 and to increase the Contract amount based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 9

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

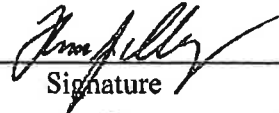
Amount of Changes to this document: \$156,084.16

This Supplemental Agreement No. 9 entered into as of the day and year first written above.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

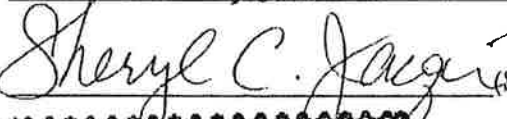
By: 
Director of Procurement

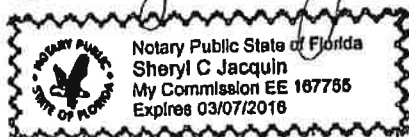
ATKINS NORTH AMERICA, INC.


Signature

Print Name: Thomas J. Delaney

Title: Vice President Sr. Practice Manager

Attest  (Seal)




Approved as to form and execution, only.

General Counsel for the AUTHORITY



RECEIVED
CONTRACTS DEPT

 4/30/14
SIGNATURE / DATE



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: March 4, 2014
SUBJECT: Project Contract 000821 Requested Permission for Task Budget Increase for New Task 16 – Support for Procurement Process
ATTACHMENT Summary of Requested Budget Increase (Excel file)

This is a follow up to the conversations during our meeting February 4th and subsequent discussions regarding the budget status of the project. As we indicated during the meeting we are requesting an increase of \$156,084.16 in the project budget to cover the work element described below and the associated schedule adjustments.

- New Task 16 (Support for the Procurement Process) will provide support for the Authority's procurement process to select a Toll System Contractor.

The process is set to begin on March 31, 2014 and is scheduled to be complete by August 31, 2014 for a total of 153 days. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:

- Develop Proposal Evaluation Criteria & Forms and documents
- Support preparation of RFP Notice advertisement
- Support and participate in Pre-Proposal Conference at the Authority and Toll Facility Site Visits
- Support the process for addressing and preparing responses to questions / inquiries from proposers
- Support for preparation of up to three (3) Addenda to the RFP
- Support for the Authority's Evaluation Committee Process
- Support for initial cursory Review of up to five (5) Proposals for Compliance
- Support for review and evaluation of qualifications of up to five (5) Proposers
- Support for review and evaluation of up to five (5) Technical Proposals
- Support for tabulation, review and evaluation of up to five (5) Price Proposals
- Support for Evaluation Committee Recommendation to the Authority Board

The RFP documents are now scheduled for completion by Atkins with the Authority's input and collaboration on or before the expected date of March 31, 2014. The spread sheets below show the current budget, requested re-alignment amounts, new total budget amounts, past invoice and current invoice amounts.

A summary of project authorized overall contracted amounts are indicated below:



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Supplemental Agreement No 7	\$0.00
Supplemental Agreement No 8	\$ 32,492.15
Supplemental Agreement No 9	\$ 156,084.16
Total Revised Contract Amount	\$ 1,350,538.80

Details of this budget request by individual tasks are shown below.

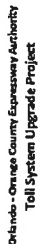
It includes \$4,200 in subconsultant fees for Hofstetter Consulting and \$151,884.16 for Atkins services.



Orlando-Orange County Expressway Authority
Toll System Upgrade Project
Memorandum

Budget Summary

TASK NO.	TASK DESCRIPTION	TASK Budget	Requested Budget Change	New Proposed Budget
1 - Closed	INDUSTRY OVERVIEW	\$ 27,244.89	\$ -	\$ 27,244.89
2 - Closed	STAKEHOLDER INTERVIEWS	\$ 17,985.39	\$ -	\$ 17,985.39
3 - Closed	EVALUATE CURRENT SYSTEM	\$ 55,231.95	\$ -	\$ 55,231.95
4 - Closed	SYSTEM UPGRADE PLAN	\$ 77,927.39	\$ -	\$ 77,927.39
5 - Closed	PROCUREMENT METHODS	\$ 15,393.66	\$ -	\$ 15,393.66
6 - Closed	REQUIREMENTS & ACCEPTANCE	\$ 197,220.63	\$ -	\$ 197,220.63
7 - Closed	SCOPE OF WORK	\$ 172,070.61	\$ -	\$ 172,070.61
8 - Closed	RISK ANALYSIS	\$ 9,164.40	\$ -	\$ 9,164.40
9 - Closed	COST ESTIMATE	\$ 28,586.22	\$ -	\$ 28,586.22
10 - Closed	ASSIST WITH PROCUREMENT PACKAGE	\$ 14,084.85	\$ -	\$ 14,084.85
11 - Closed	EVALUATION PROCESS	\$ -	\$ -	\$ -
12 - Closed	MAJOR DELIVERABLE QA/QC AND PROJECT MANAGEMENT	\$ 125,898.84	\$ -	\$ 125,898.84
13 - Closed	CONSOLIDATED TOLL BACK OFFICE	\$ 43,242.75	\$ -	\$ 43,242.75
14 - Closed	INTERIM TOLLS SERVICES AGREEMENT	\$ 75,601.80	\$ -	\$ 75,601.80
15	RFP COMPLETION	\$ 137,220.64	\$ -	\$ 137,220.64
15 RFI	SUPPORT FOR TOLL INDUSTRY RFP PROCESS	\$ 32,292.15	\$ -	\$ 32,292.15
16	SUPPORT FOR PROCUREMENT PROCESS	\$ -	\$ 151,584.06	\$ 151,584.06
LABOR	Atkins LABOR TOTALS	\$ 1,029,166.17	\$ 151,584.06	\$ 1,180,750.23
EXPENSES	LUMP SUM & DIRECTS	\$ 6,168.88	\$ 300.10	\$ 6,468.98
SUBS	SUBCONSULTANTS (remains for S Hofstetter)	\$ 159,119.59	\$ 4,200.00	\$ 163,319.59
UNASSIGNED	UNASSIGNED FUNDS	\$ -	\$ -	\$ -
		\$ 1,194,454.64	\$ 156,084.16	\$ 1,350,538.80



Orlando - Orange County Expressway Authority
Toll System Upgrade Project

[illegible]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 10 entered into this 13th day of November, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the "Contract").

1. The Authority desires the Consultant to provide additional services for new Task 17 for support for the rebid of the request for proposals process with an increase in the Contract for the not-to-exceed amount of \$97,662.00 and an extension in the term of the Contract to May 31, 2015.
2. The Consultant hereby agrees to provide the additional services and accepts the increase in the Contract amount and extension of the Contract term (Exhibit A).
3. The Authority and Consultant agree that this Supplemental Agreement No. 10 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 10; that acceptance of this Supplemental Agreement No. 10 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 10 is necessary to provide the additional services required for new Task 17 and to increase the Contract amount and extend the Contract term based on the additional services.

SUPPLEMENTAL AGREEMENT NO. 10

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$97,662.00

This Supplemental Agreement No. 10 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

ATKINS NORTH AMERICA, INC.

Signature

Print Name: _____

Title: _____

Attest: _____ (Seal)

Approved as to form and execution, only.

General Counsel for the AUTHORITY

FROM: Tom Knuckey, PE
TO: Joann Chizlett
DATE: October 28, 2014
SUBJECT: **Project Contract 000821 Requested Permission for Task Budget Increase for New Task 17 – Support for 2nd Procurement Process**

This is a follow up to the recent conversations regarding the budget status of the project. As we have indicated, we are requesting a new Supplemental Agreement (No. 10) for Atkins' support activities for the re-procurement of the Toll System Upgrade as described below, and the associated schedule adjustments. This new Task 17 will result in an increase to the current Contract of \$97,662, and includes the use of the remaining unspent Task 16 budget of approximately \$23,000.

Atkins will provide support for the 2nd Procurement Process for the Authority's effort to select a Toll System Contractor. The process is underway and is scheduled to be complete by March 12, 2015. The scope of this work to support the Request for Proposals (RFP) procurement process will include the following:

- Develop and edit Proposal Evaluation Criteria & Forms and documents
- Develop bid tabulation summary spreadsheet to compare bid prices
- Support the process for addressing and preparing responses to questions / inquiries from Proposers
- Support various meetings at CFX's request
- General support throughout the procurement process
- Support for preparation of up to three (3) Addenda to the RFP
- Support for the Authority's Evaluation Committee Process
- Support for technical review as subject matter experts of Technical Proposals up the budgeted level
- Support for tabulation, review and evaluation of Price Proposals
- Support for Evaluation Committee submittals to the Authority Board

To complete this work we are requesting a time extension until May 31, 2015 be provided for completion of Task 16, and for Task 17. As our work efforts since April have been at the previous 2013 salary rates, we request that pursuant to our contract, the rates be increased as indicated in Task 17 to the current 2014 rate structure.

The spread sheets below show the project current budgets, requested re-alignment amounts, and new total budget amounts.

A summary of project authorized overall contracted amounts are indicated below:

Description of Agreement 000821	Contracted Amount
Original Contract Amount	\$725,000.00
Supplemental Agreement No. 1	\$0.00
Supplemental Agreement No. 2	\$9,362.49
Supplemental Agreement No. 3	\$0.00
Supplemental Agreement No. 4	\$0.00
Supplemental Agreement No. 5	\$262,000.00
Supplemental Agreement No 6	\$165,600.00
Supplemental Agreement No 7	\$0.00
Supplemental Agreement No 8	\$ 32,492.15
Supplemental Agreement No 9 *	\$ 156,084.16
Supplemental Agreement No 10	\$97,662.00
Total Revised Contract Amount	\$ 1,448,200.80

“*” approximately \$23,000 in the remaining SA No. 9 (Task 16) budget will be applied to the SA No. 10 (Task 17) budget, this includes a realignment of the unused amount in Task 16 for Hofstetter Consulting Subconsultant to Atkins. Task 17 includes \$4,200 in subconsultant fees for Hofstetter Consulting.

Details of this budget request by individual tasks are shown below.

SA No. 10 Task 17 – Support for 2nd Procurement Process

**Central Florida Expressway Authority
Toll System Upgrade Project**

SNZKTV

Supplemental Agreement No. 10																					
Task 17 - Supporter 2nd Procurement Process																					
4/1 - 8/31																					
Raw		Mult.		Q1			Q2			Q3			Q4			Total			Mar.		
		173	%	Hrs.	\$	173	%	Hrs.	\$	173	%	Hrs.	\$	173	%	Hrs.	\$	173	%	Hrs.	
Knuckey	\$ 68.50		12%	20	\$ 5,310.00		18%	32	\$ 8,496.00		18%	32	\$ 8,496.00		23%	40	\$ 10,620.00		7%	12	
Erwin	\$ 75.04		12%	20	\$ 4,502.40		14%	20	\$ 4,502.40		14%	24	\$ 5,402.88		16%	26	\$ 6,303.36		7%	12	
Hevia	\$ 52.79		23%	40	\$ 6,334.80		23%	48	\$ 6,334.80		26%	48	\$ 7,601.76		28%	48	\$ 7,601.76		7%	12	
Chen	\$ 37.02		0%	0	\$ -		0%	0	\$ -		0%	0	\$ -		0%	0	\$ -		0%	0	
Lynch	\$ 33.87		5%	8	\$ 812.88		7%	12	\$ 1,219.32		2%	4	\$ 406.44		5%	8	\$ 812.88		7%	12	
Bailey	\$ 31.72		2	2	\$ 190.32		0%	0	\$ -		0%	0	\$ -		0%	0	\$ -		0%	0	
SUBTOTAL Labor	\$ 115,862.28			90	\$ 17,450.40			104	\$ 20,552.52			108	\$ 21,907.08			112	\$ 22,433.52			40	
Expenses					\$ 100.00				\$ 100.00				\$ 100.00				\$ 100.00			40	
SUBTOTAL Expenses	\$ 300.00				\$ 100.00				\$ 100.00				\$ 100.00				\$ 100.00			40	
SUBTOTAL AIDMS	\$ 116,462.28			90	\$ 17,250.40			104	\$ 20,552.52			108	\$ 21,907.08			112	\$ 22,433.52			40	
Hickox Consulting	\$ 150.00		28	0	\$ -			0	\$ -			8	\$ 1,200.00			16	\$ 2,400.00		4	\$ 600.00	
SLEIGHT SUBS	\$ 4,200.00		28	0	\$ -			0	\$ -			8	\$ 1,200.00			16	\$ 2,400.00		4	\$ 600.00	
TOTAL	\$ 120,662.28			90	\$ 17,250.40			104	\$ 20,552.52			116	\$ 23,107.08			128	\$ 24,833.52		132	\$ 26,344.44	
																		Procurement		\$ 120,362	
Project Management					\$ 862.52				\$ 1,032.63			5%	\$ 1,155.35			5.0%	\$ 1,240.68		5%	\$ 1,317.22	
Mtgs w/DOJ CEA					\$ 1,725.04				\$ 2,055.25				\$ -				\$ -			\$ -	
Develop Price Proposal / Bid Tabulation Forms					\$ 2,587.56				\$ -				\$ -				\$ -			\$ -	
Mtgs w/Evaluation Committee to review eval criteria					\$ 1,725.04				\$ -				\$ -				\$ -			\$ -	
10/22 Mtg - Supp of services Mtg					\$ -				\$ -				\$ -				\$ -			\$ -	
Address & Prepare Responses to Questions from Proposers					\$ 4,312.60				\$ 8,261.01				\$ -				\$ -			\$ -	
Prepare Addenda (up to 3)					\$ 4,312.60				\$ 8,261.01				\$ -				\$ -			\$ -	
General Support					\$ 1,725.04				\$ 1,032.63			15%	\$ 3,466.06			15%	\$ 3,722.03		10%	\$ 2,634.44	
Technical Proposal SME Review as requested					\$ -				\$ -			80%	\$ 13,465.66			80%	\$ 19,850.82		20%	\$ 5,269.89	
Mtgs w/Evaluation Committee					\$ -				\$ -				\$ -				\$ -			\$ -	
Support Proposer Interviews					\$ -				\$ -				\$ -				\$ -			\$ -	
Price Proposal Tabulation & Review					\$ -				\$ -				\$ -				\$ -			\$ -	
Price Proposal Final Ranking					\$ -				\$ -				\$ -				\$ -			\$ -	
Support Evaluation Comm. Recommendation					\$ -				\$ -				\$ -				\$ -			\$ -	

Total Estimated Fee = \$120,662 (SA No. 10, Task 17) - \$23,000 (Remaining budget in SA No. 9, Task 16) = \$97,662

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Toll Collection System Replacement Consultant

Contract No: 000821

This Supplemental Agreement No. 11 entered into this 8th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and ATKINS NORTH AMERICA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 25, 2010, for services pertaining to Toll Collection System Replacement Consultant services, (the Contract").

1. In accordance with Article 2, Term and Notice, of the Contract, the Authority wishes to extend the term of the Contract through July 31, 2015, with no increase in the Contract amount.
2. The Consultant hereby agrees to the extension of the term of the Contract with no increase in the Contract amount.
3. The Authority and Consultant agree that this Supplemental Agreement No. 11 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 11; that acceptance of this Supplemental Agreement No. 11 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.
4. This Supplemental Agreement No. 11 is necessary to extend the term of the Contract.

SUPPLEMENTAL AGREEMENT NO. 11

Contract Name: Toll Collection System Replacement Consultant

Contract No.: 000821

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 11 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

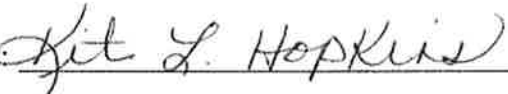
By: 
Director of Procurement

ATKINS NORTH AMERICA, INC.


Signature

Print Name: Thomas J. DeLany

Title: Vice President

Attest:  (Seal)

