MINUTES
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 12, 2015
Location: CFX Boardroom

Board Members Present:
Commissioner Welton G. Cadwell, Lake County (Chairman)
Commissioner Brenda Carey, Seminole County (Secretary-Treasurer)
Commissioner S. Scott Boyd, Orange County (Vice Chairman)
Mayor Buddy Dyer, City of Orlando
Commissioner Fred Hawkins, Jr., Osceola County
Andria Herr, Gubernatorial Appointment
Jay Madara, Gubernatorial Appointment
S. Michael Scheeringa, Gubernatorial Appointment

Board Members Not Present:
Mayor Teresa Jacobs, Orange County

Non-Voting Advisor Not Present:
Diane Gutierrez-Scaccetti, Florida's Turnpike Enterprise

Staff Present at Dais:
Laura Kelley, Executive Director
Joseph L. Passiatore, General Counsel
Darleen Mazzillo, Recording Secretary/Executive Assistant

A. CALL TO ORDER

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

B. PUBLIC COMMENT

1) Sally Baptiste commented on the need for a State Constitutional Amendment to put an end to tolls in Florida.

C. RECOGNITION OF COMMITTEE MEMBERS' SERVICE

Chairman Cadwell recognized Barbara Lehman for her service on the Audit Committee and John Terwilliger and David May for their service on the Right of Way Committee.

D. APPROVAL OF MINUTES

A motion was made by Commissioner Boyd and seconded by Commissioner Hawkins to approve the October 8, 2015 Board Meeting as presented. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.

E. APPROVAL OF CONSENT AGENDA

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

CONSTRUCTION & MAINTENANCE

1. Approval of Geotech Consultants International, Inc. as Subconsultant for the Miscellaneous Construction Engineering and Inspection Services Contract with Target Engineering Group, Inc. – Contract No. 001054

2. Approval for award of contract to Gomez Construction Company for Design-Build Services for Backup Data Center – Contract No. 001122 (Contract Amount: $1,947,162)

3. Authorization to advertise for construction bids for Systemwide Replacement of Retroreflective Pavement Markers – Project No. 599-736/Contract No. 001164

4. Approval of final ranking and authorization for fee negotiations with AECOM Technical Services, Inc. for Construction Engineering and Inspection Services for Wekiva Parkway Project No. 429-206/Contract No. 001089

5. Approval for award of contract to Ranger Construction Industries for SR 417 Milling and Resurfacing, Project No. 417-733/Contract No. 001119 (Contract Amount: $18,513,580.17)

6. Approval of Construction Contract Modifications on the following contracts:

a)	Contract No. 599-729	United Signs & Signals, Inc.	$12,238.40
b)	Contract No. 417-731A	Preferred Materials, Inc.	$81,537.12
c)	Contract No. 599-620	Traffic Solutions	($165,033.60)

FINANCE & ACCOUNTING

7. Approval of contract renewal with Public Financial Management, Inc. for Financial Advisor Services – Contract No. 000833 (Renewal Amount: $350,000)

8. Approval of contract renewal with Moore Stephens Lovelace, P.A. for External Auditing Services – Contract No. 000841 (Renewal Amount: $79,500)

9. Adoption of Revised Budget Policy and Resolution

INFORMATION TECHNOLOGY

10. Approval of contract renewal with Computer Aid, Inc. for Information Technology Services – Contract No. 000939 (Renewal Amount: $125,000)

11. Approval of time extension and increase in purchase order amount with Convergint Technologies LLC for Maintenance of Security Access Control System (Purchase Order Increase Amount: $26,953)

LEGAL

12. Approval of Settlement Agreement for the acquisition of Parcels 316A, 316B and 816 for construction of the Wekiva Parkway Project 429-206 (Total settlement amount: $1,205,000)

13. Approval of Partial Settlement for residential portion of Parcel 275, Wekiva Parkway Project 429-204 (Settlement Amount: $249,964)

14. Approval of Offer of Judgment for Parcel 130 Part A and B, Wekiva Parkway Project 429-202 (Offer of Judgment Amount: $49,032)

15. Approval of Negotiated Settlement of experts' fees and attorney's costs for Parcel 177, Wekiva Parkway Project 429-203 (Settlement Amount: $44,639.22)

16. Approval for increase in contract amount and extension of contract term with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. for acquisition of Parcels 197, 230, 257 and 267, Wekiva Parkway Project No. 429-203/Contract No. 000929 (Contract Increase: $333,000)

17. Approval of extension of contract with Winderweedle, Haines, Ward & Woodman, P.A. through February 27, 2016 for right of way counsel services pursuant to Contract No. 000427 (No additional funding)

18. Approval of settlement of attorney's fees in the amount of $33,660 and expert fees and costs in the amount of $10,046.11 for Parcel 217, Wekiva Parkway Project No. 429-203

PUBLIC AFFAIRS

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

SPECIAL PROJECTS

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

TOLL OPERATIONS

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

TRAFFIC OPERATIONS

22. Approval for award of contract to SICE, Inc. for Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation – Contract No. 001126 (Contract Amount: $1,961,471.48)

23. Authorization to execute Cooperative Purchase Agreement with Traffic Control Devices, Inc. for installation of SunPass signs – Contract No. 001162 (Contract Amount: $192,025)

Consent Agenda item #8 was pulled for a separate vote and #9 was pulled for further discussion.

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve the Consent Agenda with the exception of #8 and #9. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.

A motion was made by Commissioner Hawkins and seconded by Commissioner Carey to approve Consent Agenda #8 as presented. The motion carried with seven (7) members voting AYE by voice vote; Mayor Jacobs was not present and Ms. Herr abstained from voting because Moore Stephens Lovelace is a client (Memorandum of Voting Conflict Form 8B attached as Exhibit "B").

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve Consent Agenda #9 with the caveat that any internal budget transfers will be provided as an informational item to the Board. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.

F. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Cadwell reported that the Request for Proposals for the General Engineering Consultant has been published.
- Chairman Cadwell, Laura Kelley and Michelle Maikisch went to Tallahassee to meet with the House Speaker, Senate President and other members of the legislature regarding the CFX Glitch Bill and other activities relating to CFX.
- Chairman Cadwell asked the gubernatorial appointees to submit names for citizen representatives to serve on the four CFX Committees in time for the December 10 Board meeting. Mr. Scheeringa asked about the disclosure requirements for the citizen representatives. General Counsel Joseph Passiatore explained that he has requested and received an opinion from the Florida Commission on Ethics regarding the requirement of committee members to file Form 1. The Commission opined that pursuant to State Law it is not required, however the local governmental entity has the latitude to require it. Mr. Passiatore is planning to bring a revision to the Ethics Code at the December Board meeting which would require all the committee members to file Form 1.
- Chairman Cadwell mentioned that a compilation of the General Counsel evaluations has been placed on the dais, for the Board's information.

2. TREASURER'S REPORT

Commissioner Carey reported that toll revenues for September were $28,866,429 which is 13% above projections and 12% above prior year. CFX's total revenues were $31.1 million for the month.

Total OM&A expenses were $4.6 million for the month and $10.5 million year-to-date, which is 16% under budget.

After debt service the total net revenue available for projects was $14.6 million for September and $48 million year-to-date.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, she reported on the following:

- The performance dashboard will continue to evolve with Board member input. She pointed out some of the statistics in the dashboard.
- She thanked Noranne Downs for her help in expediting the Declaration of Surplus Property for All Aboard Florida so we can close before the end of the year.

- Commissioner Carey gave an update on the conversation with Secretary Boxold to discuss the purchase and/or swap of SR 417 and SR 429 in Seminole and Osceola Counties. The Secretary has agreed to continue discussions. Ben Watkins, Director of the Florida Division of Bond Finance, has agreed to meet in the near future.
- Director of Engineering Glenn Pressimone gave an update on the request by Commissioner Hawkins to take a look at the traffic conditions at the southbound exit ramp at SR 417/Narcoossee Road. Our data and observations confirm that there is a need to add an additional left turn lane. We have issued a work authorization through our miscellaneous design consultant contract to generate a concept and cost estimate.

G. REGULAR AGENDA ITEMS

1. APPROVAL FOR AWARD OF CONTRACT AND LEASE AGREEMENT WITH URS ENERGY & CONSTRUCTION, INC. FOR TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

Director of Procurement Claude Miller reported on the hearing officer's recommended order to dismiss Faneuil's protest of the URS proposal. He also explained subsequent negotiations with URS for cost saving opportunities.

Board approval is requested to award the Toll Facilities Operations and Management Services to URS Energy & Construction, Inc. in the amount of $67,274,165.81. This amount is $2 million less than the original price proposal amount submitted by URS. The majority of the difference is due to a reduction in management fees and general and administrative costs negotiated between staff and URS. Board approval is also requested to enter into a Lease Agreement with URS Energy & Construction for space in the CFX Operations and Administration Building.

A motion was made by Commissioner Carey and seconded by Commissioner Boyd to approve award of the Toll Facilities Operations and Management Services Contract to URS Energy & Construction, Inc. in the amount of $67,274,165.81 and approval of the Lease Agreement with URS Energy & Construction, Inc. for space in the CFX Operations and Administration Building. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.

2. APPROVAL FOR AWARD OF CONTRACT TO SOUTHLAND CONSTRUCTION, INC. FOR WEKIVA PARKWAY PROJECT NO. 429-204

Resident Engineer/Sr. Project Manager Don Budnovich presented information regarding Wekiva Parkway Project No. 429-204 (Systems Interchange at SR 429 and SR 453) and the procurement process which resulted in Southland Construction, Inc. as the lowest responsible and responsive bidder.

Board approval is requested for approval to award Wekiva Parkway Project No. 429-204 to Southland Construction, Inc. in the amount of $79,625,302.60.

A motion was made by Commissioner Boyd and seconded by Mr. Madara to approve award of Wekiva Parkway Project No. 429-204 to Southland Construction, Inc. in the amount of $79,625,302.60. The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.

3. FURTHER ANALYSIS OF PROPOSAL TO ADD IN-HOUSE LEGAL SERVICES

As directed by the Board last month, General Counsel Joseph Passiatore presented estimated cost comparisons for CFX in-house legal services vs. outside legal counsel expenses.

Questions/discussion took place regarding appraisers and expert witness costs, future work load, method for transition/reassignment of cases, variability/differential of settlements, mechanism to monitor success, analysis of Five-Year Work Plan to determine future work and cost of litigation.

The consensus was to explore the possibility of contracting with one attorney and associated support staff from Shutts and Bowen or Winderweedle, Haines, Ward & Woodman assigned expressly to do condemnation work for CFX and to be located at CFX. The information will be brought back for the Board's consideration.

4. APPROVAL OF RESOLUTION DECLARING EXISTING CFX PROPERTY SURPLUS FOR CONVEYANCE OF EASEMENT TO ALL ABOARD FLORIDA

General Counsel Joseph Passiatore requested Board approval of the following Resolutions relating to Project 528-1240 – SR 528 Multimodal Corridor:

1) Resolution Authorizing sale of Easements to All Aboard Florida – Operations, LLC (Exhibit "D")
2) Resolution Authorizing Sale of Fee Parcel to the Greater Orlando Aviation Authority (Exhibit "E")

A motion was made by Commissioner Carey and seconded by Commissioner Hawkins to approve adoption of the above two Resolutions regarding the SR 528 Multimodal Corridor, Project 528-1240 as presented The motion carried with eight (8) members voting AYE by voice vote; Mayor Jacobs was not present.

5. UPDATE ON WRONG-WAY DRIVING DETECTION SYSTEM

Chief of Technology/Operations Corey Quinn gave an update on the Wrong-Way Driving Detection System.

Ongoing Activity:

- Construction of next 19 sites
  - Awarded to SICE, Inc. ($1.9M)
  - Work to begin early 2016
- Seven sites under design using new technology
- CEI under procurement

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

H. BOARD MEMBER COMMENT

1) Commissioner Carey invited CFX Board members to attend ethics training for elected officials presented by Seminole County Attorney Brian Applegate on December 15 (subsequently changed to December 17) from 9:00 a.m. to 1:00 p.m. at the Seminole County Board Chambers.
2) Ms. Herr thanked CFX staff for their time to provide ride-alongs and educational sessions.
3) Commissioner Hawkins thanked CFX staff for looking into his request last month regarding the SR 417/Narcoossee Road Interchange.
4) Mr. Madara thanked CFX staff for their work on the performance dashboard. He also requested that staff provide the Board with an updated fiscal year forecast ahead of the Work Plan and long range planning. Ms. Kelley reported that our Traffic and Revenue Consultant will be prepared to give the Board an update at the beginning of the year.
5) Mr. Scheeringa made some suggestions for the performance dashboard.

ADJOURNMENT

The Chairman adjourned the meeting at 10:04 a.m.

Commissioner Welton G. Cadwell
Chairman
Central Florida Expressway Authority

Darleen Mazzillo
Recording Secretary/Executive Assistant
Central Florida Expressway Authority

Minutes approved on Dec. 10, 2015.

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

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

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

A. CALL TO ORDER/PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

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

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

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

E. APPROVAL OF CONSENT AGENDA (Action Item)

F. REPORTS

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

G. REGULAR AGENDA ITEMS

1. **APPROVAL FOR AWARD OF CONTRACT AND LEASE AGREEMENT WITH URS ENERGY & CONSTRUCTION, INC. FOR TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES –** *Claude Miller, Director of Procurement* **(Action Item)**

2. **APPROVAL FOR AWARD OF CONTRACT TO SOUTHLAND CONSTRUCTION, INC. FOR WEKIVA PARKWAY PROJECT NO. 429-204 –** *Don Budnovich, Resident Engineer/Sr. Project Manager* **(Action item)**

3. **FURTHER ANALYSIS OF PROPOSAL TO ADD IN-HOUSE LEGAL SERVICES –** *Joseph Passiatore, General Counsel* **(Action Item)**

4. **APPROVAL OF RESOLUTION DECLARING EXISTING CFX PROPERTY SURPLUS FOR CONVEYANCE OF EASEMENT TO ALL ABOARD FLORIDA –** *Joseph Passiatore, General Counsel* **(Action Item)**

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

H. BOARD MEMBER COMMENT

I. ADJOURNMENT

This meeting is open to the public.

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

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

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

CONSENT AGENDA
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SPECIAL PROJECTS

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TOLL OPERATIONS

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

TRAFFIC OPERATIONS

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23. Authorization to execute Cooperative Purchase Agreement with Traffic Control Devices, Inc. for installation of SunPass signs – Contract No. 001162 (Contract Amount: $192,025)

EXHIBIT “A”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONSENT AGENDA ITEM

#1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

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

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

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

Subconsultant Name: GCI, Inc.

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

Phone No.: (407) 331-6332

Federal Employee ID No.: 59-3185746

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

Estimated Beginning Date of Sublet Services: October 27, 2015

Estimated Completion Date of Sublet Services: March 12, 2018

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

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

Requested By: _____
(Signature of Consultant Representative)

Contracts Manager
Title

Recommended by: _____ Date: 10/27/15
(Signature of Appropriate Authority Director/Manager)

Approved by: _____ Date: 10/28/15
(Signature of Appropriate Deputy Executive Director)

Attach Subconsultant's Certificate of Insurance to this Request.

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

CONSENT AGENDA ITEM

#2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

	Bidder	**Bid Amount**
1.	Gomez Construction Company	$1,947,162.00
2.	Johnson-Laux Construction, LLC	$1,958,574.00
3.	Welbro Building Corporation	$2,225.000.00

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

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

AGREEMENT

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

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

Article 1. WORK.

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

Contract No. 001122, Backup Data Center

Article 2. CONTRACT TIMES AND LIQUIDATED DAMAGES.

2.01 Substantial and Final Completion

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

2.02 Liquidated Damages

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

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

Article 3. CONTRACT PRICE.

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

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

Article 4. PAYMENT PROCEDURES

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

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

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

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

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

1. There must be reasonable assurance that the materials on which partial payment is to be made will be incorporated into the Project.

2. Delivery charges will be included in partial payments if properly documented.

3. Partial payments will not be made for materials that were stockpiled prior to award of the Contract for the project.

4. In no case will partial payments for materials (including partial payments for delivery) exceed 50% of the value of the item.

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

Article 5. DESIGN/BUILDER'S REPRESENTATIONS.

5.01 DESIGN/BUILDER makes the following representations:

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

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

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

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

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

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

Article 6. CONTRACT DOCUMENTS.

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

A. This Agreement (pages 1 to 5, inclusive).

B. The Scope of Services and Method of Compensation.

C. Design Criteria including the Technical Specifications and Drawings.

D. DESIGN/BUILDER's Price Proposal.

E. Notice to Proceed.

F. Performance and Payment Bond, consisting of pages PPB-1 through PPB-4.

G. General Conditions of the Contract Between Authority and Design/Builder (pages GC-1 to GC-45, inclusive) including Appendix A, Disputes Review Board Three Party Agreement.

H. Addenda numbers 1 through 2 inclusive.

I. The following which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto.

1. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.03.A of the General Conditions.

2. Specifications as defined in Paragraph 1.01.A.38 of the General Conditions.

3. Drawings as defined in Paragraph 1.01.A.18 of the General Conditions.

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

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

Article 7. MISCELLANEOUS.

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

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

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

GOMEZ CONSTRUCTION COMPANY

By: _____

_____
Title

DATE: _____

ATTEST:

_____(Seal)

DATE: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

CONSENT AGENDA ITEM

#3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

CONSENT AGENDA ITEM

#4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

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

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

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

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

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

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

Committee Members Present:
Joe Berenis, Chief of Infrastructure
Glenn Pressimone, Director of Engineering
Don Budnovich, Resident Engineer

Other Attendees:
Robert Johnson, Manager of Procurement

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

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

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

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

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

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

Submitted by: _____
Robert Johnson

Approved by: _____
Don Budnovich

CONSENT AGENDA ITEM

#5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

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

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

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

CONTRACT

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

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

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

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

DATE: _____

RANGER CONSTRUCTION INDUSTRIES, INC.

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____(Seal)

DATE: _____

Approved as to form and execution, only.

General Counsel for CFX

_____

CONSENT AGENDA ITEM

#6

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Members of the Board

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

DATE: October 21, 2015

RE: Consent Agenda
Construction Contract Modifications

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

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

* Includes Requested Amount for current month.

BD/ep

cc: Laura Kelley
Joe Berenis

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

Adjustments for Contract Items

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

OVERRUN THE FOLLOWING ITEMS:		
Furnish & Install Pavement Message 'MERGE' (Thermoplastic) (White)	$	100.00
Furnish & Install Pavement Arrow 'Merge' (Thermoplastic) (White)	$	100.00
Furnish & Install Pavement Arrow - Through Right Arrow (Preformed Thermoplastic) (Contrast)	$	400.00
Pavement Marking Removal (Water Blasting) (Thermoplastic)	$	360.00
Furnish & Install Preformed High Performance Tape (PPRT) (12") (3'-12 Skip) (Black)	$	3,068.50
	$	4,028.50
UNDERRUN THE FOLLOWING ITEMS:		
Cleaning Concrete Surface	$	(41,478.30)
Furnish & Install Retro-Reflective Pavement Markers (White/Red)	$	(3,660.80)
Furnish & Install Pavement Message (Only) (Thermoplastic) (White)	$	(10,080.00)
Furnish & Install Pavement Arrow (Through Right Arrow) (Thermoplastic) (White)	$	(2,160.00)
Furnish & Install Pavement Arrow (Right Arrow) (Thermoplastic) (White)	$	(2,600.00)
Furnish & Install Custom Pavement Arrow (Option Lane Arrow) (Thermoplastic) (White) (Special Design)	$	(2,000.00)
Furnish & Install Pavement Message (Only) (Preformed Thermoplastic) (Contrast)	$	(350.00)
Furnish & Install Pavement Arrow (Right Arrow) (Preformed Thermoplastic) (Contrast)	$	(300.00)
Furnish & Install Preformed High Performance Tape (PPRT) (12") (3'-12 Skip) (White)	$	(14,588.00)
Pavement Marking Removal (Water Blasting) (High Performance Tape) (PPRT)	$	(6,845.00)
Allowance for Disputes Review Board	$	(10,000.00)
Work Order Allowance	$	(75,000.00)
	$	(169,062.10)
TOTAL AMOUNT FOR PROJECT 599-620	**$**	**(165,033.60)**

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

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

Contract Plan Revisions 1 & 2

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

ADD THE FOLLOWING ITEMS:		
Furnish & Install Multi-Post Assembly (101-200 Sq. Ft.)	$	58,984.00
Furnish & Install New Sign Panel (12-20 Sq. Ft.)	$	445.67
Multi Post Sign (F&I) (201-300 Sq. Ft.)	$	11,112.69
Furnish & Install New Sign Panel (31-50 Sq. Ft.)	$	2,013.80
	$	72,556.16
DELETE THE FOLLOWING ITEMS:		
Remove Multi Post Sign Assembly	$	(906.70)
Furnish & Install New Sign Panel (21-30 Sq. Ft.)	$	(571.06)
Furnish & Install New Sign Panel (101-200 Sq. Ft.)	$	(4,145.00)
Furnish & Install New Overhead Sign Struc. (Cantilever) (21-30 Sq. Ft.)	$	(54,695.00)
	$	(60,317.76)
TOTAL AMOUNT FOR PROJECT 599-729	**$**	**12,238.40**

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

Contract Plan Revision 2

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

ADD THE FOLLOWING ITEMS:

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

Contract Time

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

Increase Contract Time 3 Non-Compensable Calendar Days

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

CONSENT AGENDA ITEM

#7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000833

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

WITNESSETH

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

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

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

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

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

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

PUBLIC FINANCIAL MANAGEMENT, INC.

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for CFX

CONSENT AGENDA ITEM

#8

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000841

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

WITNESSETH

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

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

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

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

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

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

MOORE STEPHENS LOVELACE, P.A.

BY:_____
Authorized Signature

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

LEGAL APPROVAL:_____
AS TO FORM General Counsel for CFX

CONSENT AGENDA ITEM

#9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard, Chief Financial Officer

DATE: November 2, 2015

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

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

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

cc: Laura Kelley, Executive Director

Resolution No. 2015-____.

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

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

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

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

Section 1. ADOPTION. The current "Budget Policy" shall be amended in accordance with the attached "Operations, Maintenance and Administration Budget Policy" attached hereto as Exhibit "A"

Section 2. CODIFICATION. This Resolution and Policy should be codified in section FIN-5 of the CFX Policies and Procedures.

Section 3. EFFECTIVE DATE. This policy shall take effect upon adoption by the CFX governing board.

ADOPTED this _____ day of November, 2015.

_____
Welton G. Cadwell
Chairman

ATTEST:_____
Darleen Mazzillo
Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

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

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

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

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

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

CONSENT AGENDA ITEM

#10

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

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

Central Florida Expressway Authority
CONTRACT RENEWAL AGREEMENT
CONTRACT NO. 000939

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

WITNESSETH

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

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

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

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

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

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

COMPUTER AID, INC.

BY:_____
Authorized Signature

Print Name:_____

Title:_____

ATTEST:_____(SEAL)
Secretary or Notary

If Individual, furnish two witnesses:

Witness (1) _____

Witness (2) _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

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

CONTRACT NO. 000939

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

1. PURPOSE AND SCOPE

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

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

2. DEFINITIONS

A. ACCEPTANCE

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

B. CONFIDENTIALLY

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

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

C. DAYS

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

D. DELIVERABLE(S)

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

E. PARTY

A person or group involved in a legal contract.

F. SERVICE

Work done for others as an occupation or business.

G. STATEMENT OF WORK (SOW)

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

H. WORK PRODUCT

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

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

3. TERM

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

4. SERVICES TO BE PROVIDED BY CAI

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

5. AUTHORITY RESPONSIBILITIES

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

6. FEES FOR SERVICES AND SUPPORT

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

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

7. INSPECTION AND ACCEPTANCE OF DELIVERABLES

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

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

(1) Request a replacement resource; or

(2) Terminate the applicable Statement of Work and no further payment under it shall be rendered.

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

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

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

(1) repeat the procedure set forth above; or

(2) terminate the applicable Statement of Work and no further payment under it shall be rendered

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

8. CHANGES

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

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

9. BACKGROUND CHECKS / SECURITY POLICY

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

10. PAYMENT TERMS

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

11. TERMINATION

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

12. CONFIDENTIALITY

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

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

13. EMPLOYEE NON-SOLICITATION

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

14. LIMITATION OF LIABILITY

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

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

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

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

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

15. WARRANTY AND DISCLAIMER OF WARRANTIES

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

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

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

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

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

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

16. OWNERSHIP OF WORK PRODUCT

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

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

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

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

17. GOVERNING LAW

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

18. ASSIGNMENT

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

19. RIGHTS AND REMEDIES

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

20. INSURANCE

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

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

21. ENTIRE AGREEMENT

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

22. ADVERTISING AND USE OF PROPRIETARY MARKS

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

23. FORCE MAJEURE

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

24. NOTICES

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

If to CAI:

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

If to AUTHORITY:

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

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

25. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. INDEPENDENT CONTRACTOR

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

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

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

COMPUTER AID, INC.

By: _____
Authorized Signature

Jennifer Boyd
Print Name

General Manager, CAI Florida
Title

Attest: _____ (Seal)
Secretary or Notary

LAVERN C. DYE
MY COMMISSION # DD 865702
EXPIRES: July 1, 2013
Bonded Thru Budget Notary Services

Approved as to form and execution, only.

_____
General Counsel for the Orlando-Orange County Expressway Authority

RECEIVED
3/20/13

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

ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND CODE OF ETHICS

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

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

ComputerAid, Inc.
Company Name

By: Jennifer Boyer

Title: General Manager, CAI Florida

Orlando-Orange County Expressway Authority

Security Policy

Version 3.0

November 24, 2009

AMENDMENT REGISTER

Version No	Version Date	Amendment Description	Amended By
1.0	August, 2004	Original Version	Neal Jones, MSXI
1.1	November, 2005	Added Updates Required for PCI compliance	Bill Brownsberger, MSXI
2.0	October, 2006	Added Streaming Video and Audio Restrictions	Joann Chizlett
2.1	December, 2006	Added Instant Messaging Restriction	Bill Brownsberger, MSXI
2.2	May, 2008	Added file sharing and torrent sites 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 contactors 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,

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. Emplo yees 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. Al l employees are required to attend, on an annual basis, security awareness training.

III. Director and Deputy Director Responsibilities

A. Ensure that all personnel under their supervision are aware of and comply with policies and procedures as related to the individual's job function.

B. Supervisors must ensure each of their reports receives from Human Resources a copy of this policy and the respective employee or contractor version of the 'Security Guidelines Handbook'. Employees and contractors are to acknowledge in writing both receipt and understanding of the requirements of the respective document. The signed acknowledgement is to be placed in either the employee's personnel file or contractor's file as applicable. Acknowledgement and receipt must occur on an annual basis.

C. Ensure proper disciplinary processes are followed when violations of this and other security procedures occur.

Orlando-Orange County Expressway Authority

Contractor Security Guidelines Handbook

Version 3.1

February 10, 2010

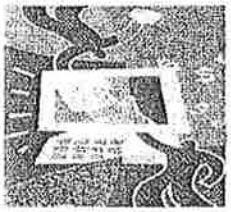
AMENDMENT REGISTER

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3.0	November, 2009	Draft to Final	Rene Rodrigue
3.1	February, 2010	Vendor Exceptions	Rene Rodrigue

Signature: Director of IT

Date:

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



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

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

1.1. Why is security important to the OOCEA?

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

1.2. Why should security be important to you?



By safeguarding OOCEA Information resources, you are doing your part to protect the tools necessary to perform your job functions in addition to helping ensure that OCCEA 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 'adhoc' 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 misusage. Immediately report any loss, theft or damage to resources.
- You must obtain, use or disclose OOCEA information only in an authorized fashion and only for authorized purposes.
- You must exercise due diligence to prevent accidental modification, deletion or erroneous input of data.
- You must act responsibly so as to ensure the ethical use of OOCEA information resources.

3. Suspected Breaches. What should you do?

3.1. What constitutes a violation?

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

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

4. Resource Auditing and Monitoring.

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

4.1. Privacy.



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

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

5. Acceptable Use of OOCEA Resources

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

5.1. What is Acceptable?



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

5.2. What Is Not Acceptable?

What is not acceptable?

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

5.2 What Is Not Acceptable? cont'd

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

5.2 What Is Not Acceptable? cont'd

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

6. Access to OOCEA Resources.

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.

6.1. Screening and Authorization

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 adhoc support such as upgrades, troubleshooting or configuration services.

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

6.2. Passwords and UserIDs

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

6.3. Guidelines for Choosing an Effective Password.

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

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

- 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:

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

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

8. Mobile Computing

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

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

9. Electronic Mail

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

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

10. A Word About Viruses.

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

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

11. Storage Media Protection.

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

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

12. Wireless Networking

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

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

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

13. Physical Access

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

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

- 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.

14. What else can I do?

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

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

15. Florida in the Sunshine Law

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

Department of Management Services

Amendment 14 (28 August 2015)

August 28, 2015

AMENDMENT NO.: (973-561-10-1) - 14

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

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

TITLE: IT Consulting Services

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

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

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

Department of Management Services

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

August 29, 2014

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

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

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

TITLE: IT Consulting Services

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

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

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

Department of Management Services

Amendment 10 (30 August 2013)

August 30, 2013 (revised September 3, 2013)

AMENDMENT NO.: (973-561-10-1) – 10

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

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

TITLE: IT Consulting Services

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

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

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

Amendment 7 (31 August 2012)

August 31, 2012 (revised September 28, 2012)

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

TO: Department Addressed / User Agency

FROM: Chief Procurement Officer and Director of State Purchasing

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

TITLE: IT Consulting Services

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

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

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

DEPARTMENT OF MANAGEMENT Services

Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8410
Fax: 850.414-6172
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

September 25, 2009

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

TO: Department Addressed / User Agency

FROM: Director, State Purchasing

SUBJECT: Contract No. 973-561-010-1 -- Awarded Vendors

TITLE: Information and Technology Services

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

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

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

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

CONTRACT

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

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

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

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

_____

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

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

_____

By: Date
Its:

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

REQUEST FOR PROPOSAL (RFP)

FOR INFORMATION TECHNOLOGY CONSULTING

RFP NO. 2-973-561-K

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

REFER ALL INQUIRIES TO:

HOLLY MERRICK, FCCN AND FCCM
PURCHASING ANALYST
DIVISION OF STATE PURCHASING
DEPARTMENT OF MANAGEMENT SERVICES
4050 ESPLANADE WAY, SUITE 360
TALLAHASSEE, FL 32399

TABLE OF CONTENTS:

1.0 INTRODUCTION

2.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR 1001)

3.0 SPECIAL INSTRUCTIONS TO RESPONDENTS

4.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

5.0 SPECIAL CONTRACT CONDITIONS

6.0 TECHNICAL SPECIFICATIONS

7.0 PRICE SHEETS, FORMS, AND ATTACHMENTS

SECTION 1.0

INTRODUCTION

CONTENTS:

1.1 PURPOSE / TERM

1.2 CONTACT INFORMATION

1.3 LOBBYING

1.4 EVENT TIMELINE

1.1 Purpose - Term.

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

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

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

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

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

Section **6.1 "Task Orders"** of this solicitation addresses this process in detail.

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

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

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

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

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

1. Current contracts. Customers may retain existing purchase documents issued pursuant to previous procurement methods and staffing currently provided under existing purchase documents through their current term, including renewals and extensions as determined to be in the best interests of the State. New requirements and replacement of staff due to attrition shall be provided under this Contract or other appropriate alternatives.

2. Hardware and Software purchases. This contract is NOT intended to enable purchases of IT hardware or commercial off-the-shelf (COTS) software outside of a larger IT Consulting Services solution and shall not be used by users to solicit these commodities. In the event that a Customer has developed a scope of work that requires hardware or COTS software as part of a delivered solution, the Customer should, in accordance with chapter 287, F.S. or other controlling law(s), seek the most cost-effective legal method of procuring such products.

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

1.2 Contact Information.

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

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

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

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

1.3 Lobbying.

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

1.4 Event Timeline.

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

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

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

THIS SPACE IS INTENTIONALLY LEFT BLANK

SECTION 2.0

GENERAL INSTRUCTIONS TO RESPONDENTS, STATE OF FLORIDA FORM PUR 1001

CONTENTS:

2.1 DEFINITIONS

2.2 GENERAL INSTRUCTIONS

2.3 ELECTRONIC SUBMISSION OF RESPONSES

2.4 TERMS AND CONDITIONS

2.5 QUESTIONS

2.6 CONFLICT OF INTEREST

2.7 CONVICTED VENDORS

2.8 DISCRIMINATORY VENDORS

2.9 RESPONDENT'S REPRESENTATION AND AUTHORIZATION

2.10 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS

2.11 PERFORMANCE QUALIFICATIONS

2.12 PUBLIC OPENING

2.13 ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

2.14 FIRM RESPONSE

2.15 CLARIFICATIONS/ REVISIONS

2.16 MINOR IRREGULARITIES / RIGHT TO REJECT

2.17 CONTRACT FORMATION

2.18 CONTRACT OVERLAP

2.19 PUBLIC RECORDS

2.20 PROTESTS

2.21 LIMITATION ON VENDOR CONTACT

2.1 Definitions.

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

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

2.2. General Instructions.

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

2.3 Electronic Submission of Responses.

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

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

2.4 Terms and Conditions.

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

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

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

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

2.5 Questions.

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

2.6 Conflict of Interest.

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

2.7 Convicted Vendors.

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

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

2.8 Discriminatory Vendors.

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

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

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

2.9 Respondent's Representation and Authorization.

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

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

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

2.10 Manufacturer's Name and Approved Equivalents.

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

2.11 Performance Qualifications.

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

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

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

2.12 Public Opening.

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

2.13 Electronic Posting of Notice of Intended Award.

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

2.14 Firm Response.

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

2.15 Clarifications/Revisions.

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

2.16 Minor Irregularities/Right to Reject.

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

2.17 Contract Formation.

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

2.18 Contract Overlap.

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

2.19 Public Records.

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

2.20 Protests.

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

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

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

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

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

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SECTION 3.0

SPECIAL INSTRUCTIONS TO RESPONDENTS

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

3.1 DEFINITIONS

3.2 ORDER OF PRECEDENCE

3.3 WHO MAY RESPOND

3.4 MYFLORIDAMARKETPLACE (MFMP) OVERVIEW

3.5 ADDENDA TO THE RFP DOCUMENTS

3.6 SUBMITTAL OF RESPONSE

3.7 PRICING SPREADSHEET

3.8 TEAMING PARTNERS AND SUBCONTRACTORS

3.9 EVALUATION AND SELECTION PROCESS

3.10 BASIS FOR AWARD

3.11 ELECTRONIC POSTING OF NOTICE OF INTENT TO AWARD

3.12 FIRM RESPONSE

3.13 CANCELLATION OR WITHDRAWAL OF RFP

3.14 STATE OBJECTIVES

3.1 **Definitions.**

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

a. **"Contractor"** means any person who contracts to sell contractual services to an agency.

b. **"Department"** means the State of Florida, Department of Management Services.

c. **"Deliverable"** is a discrete service provided to a Customer, as detailed in a Task Order.

d. **"Division of State Purchasing"** shall mean the organizational entity acting on behalf of the State of Florida and the Department of Management Services.

e. **"Eligible User"** (per s. 60A-1.005 F.A.C.) shall mean a governmental agency, as defined in s. 163.3164, F.S., which has a physical presence within the State of Florida; and may include any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

f. **"Pay Rate"** The hourly salary paid to the contingent worker. Note: the state reserves the right to verify this through audit.

g. **"Request for Proposal (RFP)"** shall mean this solicitation document.

h. **"Response"** shall mean the formal written response to this document.

i. **"Respondent"** shall mean the IT Consulting Services Provider or Provider of Staff Augmentation submitting a response to this RFP.

j. **"Services"** means any deliverable or work performed under the Contract, which may include contractual services, commodities or software.

k. **"State"** shall mean the State of Florida and Participating Entities, their employees, agents and designees, while acting within the scope of their agency employment or office.

l. **"State Agency"** shall mean an entity of the legislative, executive, or judicial branch of state government over which the Legislature exercises full budgetary and statutory control.

m. "**State Term Contract"** shall mean contracts procured by the State of Florida, Division of State Purchasing.

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

3.2 Order of Precedence.

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

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

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

3.3 Who May Respond.

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

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

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

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

3.4 MyFloridaMarketPlace (MFMP) Overview.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.5 Addenda to the RFP Documents.

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

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

3.6 Submittal of Response.

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

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

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

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

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

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

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

3.6.1 Initial Determination of Responsiveness.

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

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

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

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

Certifications

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

3.6.2 The Department Will Not Consider a Late Response.

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

3.7 Pricing Spreadsheet.

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

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

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

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

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

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

3.8 Teaming Partners and Subcontractors.

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

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

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

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

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

3.9 Evaluation and Selection Process.

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

Financial Section - Supplier Qualifier Report (SQR):

a) The Department will assign evaluation points on the prospective Respondent's financial viability to perform the services outlined in this RFP.

b) The Department requests submission of the Respondent's SQR prepared by Dun & Bradstreet (D&B). The SQR is a standard report detailing financial and operational capability.

c) The Respondent should request the SQR report from D&B at:
https://sor.dnb.com/sor/jsp/forms/SQF.jsp?SQRTAG1=JQ37hS4r&SQRTAG2=j58Gjk4x

i. Enter the RFP number in the text field entitled "Enter your RFP Number" and select submit.
ii. Enter your company's D&B Number. If you don't know your company's D&B number you may use the search feature to find it.
iii. Confirm Registration.
iv. Enter payment method and information and complete registration. The cost of the preparation of the D&B report shall be the responsibility of the Respondent.
v. Once the process is complete, a copy will be given to the Department and an identical report will be provided to the Respondent as verification.

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

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

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

e) If no SQR is available for a Respondent, the Department will award zero points.

f) Respondents are advised to allow sufficient time before the Response due date for the D&B processing. Respondents should allow a minimum of 10 business days for D&B to process. If the Department does not receive a SQR from D&B, the Respondent shall be required to demonstrate that the SQR was requested by the Respondent after the posting date of the solicitation in MFMP and was requested for this solicitation.

g) The Department will use the following rating scale when evaluating the financial viability of the prospective Respondent:

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

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

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

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

0 = Failure to submit three (3) Reference Check Forms (Attachment 15).

1= Poor.

2= Fair.

3= Adequate.

4= Very Good.

5= Excellent.

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

Technical Section:

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

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

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

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

0 = Failure: Failure to adhere to the Technical Section instructions - Immediate Disqualification.

1= **Unsatisfactory:** Not responsive to the question or no data submitted.

2= **Below Minimum Standards:** Responsive to the question but below acceptable performance standards.

3= **Adequate:** Minimum acceptable performance standards and responsive to the question.

4= **Satisfactory:** Above minimum performance standards, effective and responsive to the question

5= **Exceeds Expectations:** Exceed minimum performance standards for effectiveness and responsiveness to the question.

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

Price Section:

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

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

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

3.10 Basis for Award

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

Sample Calculation:

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

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

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

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

3.11 Electronic Posting of Notice of Intent to Award.

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

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

3.12 Firm Response.

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

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

3.13 Cancellation or Withdrawal of RFP.

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

3.14 State Objectives.

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

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

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

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

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

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

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

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

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

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

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

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SECTION 4.0

GENERAL CONTRACT CONDITIONS, STATE OF FLORIDA FORM PUR 1000

CONTENTS:

4.1 DEFINITIONS

4.2 PURCHASE ORDERS

4.3 PRODUCT VERSION

4.4 PRICE CHANGES APPLICABLE ONLY TO TERM CONTRACTS

4.5 ADDITIONAL QUANTITIES

4.6 PACKAGING

4.7 INSPECTION AT CONTRACTOR'S SITE

4.8 SAFETY STANDARDS

4.9 AMERICANS WITH DISABILITIES ACT

4.10 LITERATURE

4.11 TRANSPORTATION AND DELIVERY

4.12 INSTALLATION

4.13 RISK OF LOSS

4.14 TRANSACTION FEE

4.15 INVOICING AND PAYMENT

4.16 TAXES

4.17 GOVERNMENTAL RESTRICTIONS

4.18 LOBBYING AND INTEGRITY

4.19 INDEMNIFICATION

4.20 LIMITATION OF LIABILITY

4.21 SUSPENSION OF WORK

4.22 TERMINATION FOR CONVENIENCE

4.23 TERMINATION FOR CAUSE

4.24 FORCE MAJEURE, NOTICE OF DELAY, AND NO DAMAGES FOR DELAY

4.25 CHANGES

4.26 RENEWAL

4.27 PURCHASE ORDER DURATION

4.28 ADVERTISING

4.29 ASSIGNMENT

4.30 ANTITRUST ASSIGNMENT

4.31 DISPUTE RESOLUTION

4.32 EMPLOYEES, SUBCONTRACTORS, AND AGENTS

4.33 SECURITY AND CONFIDENTIALITY

4.34 CONTRACTOR EMPLOYEES, SUBCONTRACTORS, AND OTHER AGENTS

4.35 INSURANCE REQUIREMENTS

4.36 WARRANTY OF AUTHORITY

4.37 WARRANTY OF ABILITY TO PERFORM

4.38 NOTICES

4.39 LEASES AND INSTALLMENT PURCHASES

4.40 PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (PRIDE)

4.41 PRODUCTS AVAILABLE FROM THE BLIND OR OTHER HANDICAPPED

4.42 MODIFICATION OF TERMS

4.43 COOPERATIVE PURCHASING

4.44 WAIVER

4.45 ANNUAL APPROPRIATIONS

4.46 EXECUTION IN COUNTERPARTS

4.47 SEVERABILITY

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

a. **"Contract"** means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

b. **"Customer"** means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

c. **"Product"** means any deliverable under the Contract, which may include commodities, services, technology or software.

d. **"Purchase order"** means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

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

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

4.4 Price Changes Applicable only to Term Contracts.
If this is a term contract for commodities or services, the following provisions apply.

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

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

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

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

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

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

4.5 Additional Quantities.

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

4.6 Packaging.

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

4.7 Inspection at Contractor's Site.

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

4.8 Safety Standards.

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

4.9 Americans with Disabilities Act.

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

4.10 Literature.

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

4.11 Transportation and Delivery.

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

4.12 Installation.

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

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

4.13 Risk of Loss.

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

4.14 Transaction Fee.

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

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

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

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

4.15 Invoicing and Payment.

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

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

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

4.16 Taxes.

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

4.17 Governmental Restrictions.

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

4.18 Lobbying and Integrity.

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

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

4.19 Indemnification.

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

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

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

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

4.20 Limitation of Liability.

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

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

4.21 Suspension of Work.

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

4.22 Termination for Convenience.

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

4.23 Termination for Cause.

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

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

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

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

4.25 Changes.

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

4.26 Renewal.

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

4.27 Purchase Order Duration.

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

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

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

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

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

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

4.28 Advertising.

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

4.29 Assignment.

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

4.30 Antitrust Assignment.

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

4.31 Dispute Resolution.

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

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

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

4.32 Employees, Subcontractors, and Agents.

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

4.33 Security and Confidentiality.

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

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

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

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

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

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

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

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

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

4.41 Products Available from the Blind or Other Handicapped.

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

4.42 Modification of Terms.

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

4.43 Cooperative Purchasing.

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

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

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

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

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

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

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SECTION 5.0
SPECIAL CONDITIONS

CONTENTS

5.1 DEFINITIONS

5.2 PURCHASE ORDERS

5.3 ELECTRONIC INVOICING

5.4 LIQUIDATED DAMAGES

5.5 LIABILITY INSURANCE AND WORKER' COMPENSATION

5.6 PERFORMANCE BOND

5.7 ONGOING PERFORMANCE MEASURES

5.8 TRAVEL

5.9 RATE ADJUSTMENTS

5.10 CONTRACTOR ADDITIONS / REINSTATEMENTS

5.11 OWNERSHIP OF PRODUCTS

5.1 Definitions.

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

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

5.2 Purchase Orders.

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

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

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

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

5.3 Electronic Invoicing.

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

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

5.4 Liquidated Damages.

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

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

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

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

5.5 Liability Insurance and Worker's Compensation.

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

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

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

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

Liability Insurance.

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

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

Minimum Employer's Liability Limits:	$100,000 each accident $500,000 policy limit $100,000 each employee

All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

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

5.6 Performance Bond.

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

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

5.7 Ongoing Performance Measures.

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

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

5.7.1 Contract Reporting Requirements.

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

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

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

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

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

5.7.2 Business Review Meetings.

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

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

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

5.8 Travel.

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

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

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

5.9 Rate Adjustments.

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

5.10 Contractor Additions / Reinstatements.

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

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

5.11 Ownership of Products.

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

SECTION 6.0

TECHNICAL SPECIFICATIONS

6.1 TASK ORDERS

6.2 ORDERING FROM PROJECT AREAS

6.3 LOCATION OF SERVICES

6.4 CONFLICTS OF INTEREST

6.5 PERSONNEL MATTERS

6.6 SOFTWARE DOCUMENTATION REQUIREMENTS

6.7 CONTRACTOR RESPONSIBILITIES

6.8 OTHER CONTRACTORS

6.9 TREATMENT OF CUSTOMER ASSETS

6.10 CONTRACTOR WARRANTIES

6.11 BACKGROUND CHECKS AND SCREENS

6.12 ONGOING PERFORMANCE MEASURES

6.13 TASK ORDER TERMINATION

6.1 Task Orders.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.1.4 RFQ Requirements.

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

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

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

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

6.2 Ordering from Project Areas.

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

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

Project Area 1 – Analysis and Design

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

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

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

Project Area 2 – Development and Integration
The services offered under this area include project management of systems development that organizations consider important. The services include, but are not limited to, the following:

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

Project Area 3 – Operational and Support
The services offered under this area include a broad range of IT related to Operations and Support Services. Anticipated services include, but are not limited to, the following:

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

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

6.3 Location of Services.

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

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

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

6.4 Conflicts of Interest.

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

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

6.5 Personnel Matters.

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

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

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

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

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

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

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

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

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

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

6.6 Software Documentation Requirements.

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

6.7 Contractor Responsibilities.

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

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

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

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

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

6.8 Other Contractors

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

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

6.9 Treatment of Customer Assets.

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

6.10 Contractor Warranties.

The Contractor agrees to the following representations and warranties:

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

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

6.11 Background Checks and Screens.

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

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

6.12 Ongoing Performance Measures.

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

6.13 Task Order Termination.

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

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

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

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

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

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SECTION 7.0

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

CONTENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

				3. S ianager	120.00
				4. ecutive	135.00
	1610.00	Quality Engineering Consultant			
				No ariance	95.00
	1620.00	Quality Assurance Analyst			
				A Entry	58.00
				B. In rmediate	68.00
				C. A vanced	83.00
				Expert	89.00
Technology Research	1800.00	Manager, Technology Research			
				No ariance	100.00
	1810.00	Technology Research Analyst			
				Entry	70.00
				B. In rmediate	86.00
				C. vanced	105.00
				Expert	120.00
Client Technologies	2000.00	Manager, Client Technologies			
				1. T n Leader	75.00
				2 anager	106.00
				3. S Manager	146.00
	2010.00	Client Technologies Analyst			
				Ent	51.00
				B. I mediate	66.00
				C. vanced	80.00
				xpert	96.00
	2020.00	Client Technologies Technician			
				Entry	51.00
				B. mediate	56.00
				C vanced	75.00
Customer Support	2200.00	Mgmt. Customer Support			
				1. T n Leader	65.00
				2	90.00
				3 r	110.00
	2210.00	Customer Support Analyst			
					38.00
				B. mediate	45.00
				C	72.00
				Expert	95.00
	2220.00	Customer Support Technician			
					47.00
				B. ate	50.00
				C	65.00
Network Management	2400.00	Director, Network Operations			
				1. r	110.00

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

	2620.00	Internet/Web Engineer			
				A. Entry	65.00
				B. Intermediate	90.00
				C. Advanced	108.00
	2630.00	Web Applications Programmer			
				A. Entry	63.00
				B. Intermediate	88.00
				C. Advanced	100.00
				D. Expert	118.00
	2640.00	Web Designer			
				A. Entry	50.00
				B. Intermediate	61.00
				C. Advanced	96.00
	2650.00	Webmaster			
				A. Entry	55.00
				B. Intermediate	65.00
				C. Advanced	89.00
	2660.00	Internet/Web Systems Administrator			
				A. Entry	53.00
				B. Intermediate	80.00
				C. Advanced	85.00
	2670.00	Web Customer Support Specialist			
				A. Entry	51.00
				B. Intermediate	59.00
				C. Advanced	72.00
Operations	2800.00	Director, Data Center Operations			
				No Variance	125.00
	2810.00	Manager, Computer Operations			
				1. Team Leader	70.00
				2. Manager	95.00
				3. Sr.Manager	125.00
	2820.00	Supervisor, Computer Operations			
				1. Team Leader	70.00
				2. Manager	80.00
	2830.00	Computer Operator			
				A. Entry	42.00
				B. Intermediate	45.00
				C. Advanced	50.00
				D. Expert	56.00
	2840.00	Manager, Capacity Planning			
				No Variance	100.00
	2850.00	Manager, Production Support			
				1. Team Leader	100.00
				2. Manager	115.00
	2860.00	Production Support Analyst			
				A. Entry	5.00
				B. Intermediate	2.00
				C. Advanced	0.00

			D. Expert	35.00
Telecommunications	3000.00	Manager, Telecommunication Operations		
			1. Team Leader	00.00
			2. Manager	100.00
			3. Sr.Manager	125.00
	3010.00	Telecommunication Engineer		
			A. Entry	48.00
			B. Intermediate	71.00
			C. Advanced	86.00
			D. Expert	111.00
	3020.00	Telecommunication Technician		
			A. Entry	49.00
			B. Intermediate	56.00
			C. Advanced	75.00
Electronic Commerce	3200.00	Director, Electronic Commerce		
			No Variance	125.00
	3210.00	Manager, Electronic Commerce		
			No Variance	100.00
	3220.00	Electronic Commerce Analyst		
			A. Entry	53.00
			B. Intermediate	75.00
			C. Advanced	100.00
	3230.00	EDI Specialist		
			A. Entry	72.00
			B. Intermediate	80.00
			C. Advanced	85.00
Business Intelligence Systems Management	3400.00	Director, Data Warehouse		
			1. Team Leader	115.00
			2. Manager	125.00
			3. Sr.Manager	140.00
	3410.00	Manager, Data Warehouse		
			No Variance	135.00
	3420.00	Business Intelligence Analyst		
			No Variance	120.00
	3430.00	Data Warehouse Analyst		
			A. Entry	75.00
			B. Intermediate	86.00
			C. Advanced	105.00
			D. Expert	111.00

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

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

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

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

				1. eam Leader	100.00
				Manager	125.00
				3. r.Manager	150.00
	7610.00	Enterprise Architect			
				N Variance	125.00
	7620.00	Business Process Consultant			
				A. Entry	50.00
				B. termediate	71.00
				Advanced	93.00
				. Expert	117.00
	7630.00	IT Business Consultant			
				A. Entry	65.00
				B. termediate	90.00
				Advanced	97.00
				. Expert	124.00
	7640.00	Business Analyst			
				A. Entry	46.00
				B. termediate	72.00
				Advanced	82.00
				. Expert	91.00
	7700.00	Director, Business Relationships			
				Variance	150.00
	7800.00	Manager, Customer Relations			
				N Variance	100.00
Release Management	8000.00	Configuration Management Analyst			
				A. Entry	56.00
				B. ermediate	76.00
				Advanced	0.00
	8010.00	Release/Build Engineer			
				Variance	75.00
Program Management	8200.00	Director, Program Management			
				Variance	150.00
	8210.00	Program Manager			
				Leader	00
				Manager	0.00
				.Manager	5.00
				Executive	150.00
	8220.00	Project Manager			
				am Leader	00
				Manager	.00

				r.Manager	0.00
				Executive	1 5.00
	8230.00	Project Leader			
				\. Entry	5.00
				B. termediate	3.00
				Advanced	0.00
				D. Expert	5.00
	8235.00	Project Management Specialist			
				Variance	.00
	8240.00	Resource Manager			
				Variance	0.00
Customer Service Hotline	8400.00	Manager, Customer Service Hotline			
				Variance	5.00
	8410.00	Customer Service Hotline Representative			
				A. Entry	.00
				termediate	00
				Advanced	.00
Technical Product Support	8600.00	Manager, Technical Product Support			
				am Leader	5.00
				Manager	5.00
				r.Manager	5.00
	8610.00	Technical Product Support Analyst			
				Variance	.00
	8620.00	Technical Product Support Specialist			
				\. Entry	4 00
				termediate	5 00
				Advanced	.00

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

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

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

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

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

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

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

			ntry	73.00
			nediate	85.00
			anced	95.00
			pert	120.00
Systems Programming& Admin.	7400.00	Manager, Systems ftware		
			Leader	90.00
			nager	125.00
			Manager	150.00
	7410.00	Systems Archi ct		
			A. Entry	65.00
			Intermediate	80.00
			Advanced	105.00
			D. Expert	135.00
	7420.00	Systems Software Pr rammer		
			try	65.00
			ediate	81.00
			nced	99.00
			pert	115.00
	7430.00	Groupware Sp st		
			A. Entry	70.00
			ntermediate	90.00
			Advanced	98.00
	7440.00	Systems Admin tor		
			A. Entry	59.00
			ter ediate	69.00
			nced	89.00
			pert	100.00
	7450.00	UNIX System Admi trator		
			ance	105.00
	7460.00	Storage Management pecialist		
			Variance	100.00
Business Analysis and Planning	7500.00	Director, Enterprise hitecture		
			ance	150.00
	7600.00	Manager, IT Busine lanning		
			eader	100.00
			ger	125.00
			nager	150.00
	7610.00	Enterprise A ct		
			nce	125.00
	7620.00	Business Process C sultant		
			ry	50.00
			diate	71.00
			nced	93.00
			rt	117.00
	7630.00	IT Business Co ltant		
			y	65.00
			diate	90.00
			ced	97.00
			rt	124.00
	7640.00	Busines A t		
			y	46.00
			diate	72.00
			ced	82.00

			ert	91.00
	7700.00	Director, Business ionships		
			nce	150.00
	7800.00	Manager, Custome lations		
			nce	100.00
Release Management	8000.00	Configuration Mana t Analyst		
			y	55.00
			liate	75.00
			ced	80.00
	8010.00	Release/Build E neer		
			ice	75.00
Program Management	8200.00	Director, Program agement		
			ce	150.00
	8210.00	Program r		
			oder	90.00
			er	100.00
			ger	125.00
			ve	150.00
	8220.00	Project		
			nder	90.00
			ger	100.00
			ger	120.00
			ve	135.00
	8230.00	Proje		
				65.00
			liate	103.00
			ed	110.00
			t	115.00
	8235.00	Project Manag ecialist		
			ce	85.00
	8240.00	Resourc r		
			ce	110.00
Customer Service Hotline	8400.00	Manager, Custo e Hotline		
			e	75.00
	8410.00	Customer S otline Repres		
				40.00
			liate	43.00
			ed	50.00
Technical Product Support	8600.00	Manager, Technic t Supp rt		
			nder	75.00
			er	85.00
			ger	95.00
	8610.00	Technical Prod t Anal		
			ce	70.00
	8620.00	Technical Product Sup t Specialist		
				40.00
			liate	55.00
			ced	68.00

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

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

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

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

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

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

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

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

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

CONSENT AGENDA ITEM

#11

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

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

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

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

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

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

DATE	PO NUMBER
12/22/2014	003534

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

PHONE # (866) 306-1799
FAX #
REQUISITION # R-000789

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

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

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

Special Inst: ATTN: ROBERT GLASEMANN

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

SUBTOTAL	
FREIGHT	
TOTAL	

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

Authorized Signature Date

Authorized Signature Date

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

DATE	PO NUMBER
12/22/2014	003534

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

PHONE # (866) 306-1799
FAX #
REQUISITION #

Special Inst: ATTN: ROBERT GLASEMANN

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

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

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

Quantity	Unit	Vendor's Item	Description	Unit Price	Ext. Price

SUBTOTAL	49,688.02
FREIGHT	0.00
TOTAL	49,688.02

Account Number	Project Number	Amount	Account Number	Project Number	Amount
E 05-130-610-54620		3,364.27			
E 80-110-000-54620		3,088.25			

Authorized Signature 12/27/15 Date

Authorized Signature Date

CONSENT AGENDA ITEM

#12

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority
Board Members

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

DATE: October 20, 2015

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

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

DESCRIPTION AND BACKGROUND

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

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

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

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

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

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

RECOMMENDATION

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

ATTACHMENTS

Exhibit "A" – Sketch of Subject Property
Exhibit "B" – Photographs of the Improvements/Sketches

ORLDOCS 14313124 1

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

PARCEL 316
PART A

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

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

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

Containing 4.149 acres, more or less.

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

EXHIBIT "A"

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

PARCEL 316
PART B

PURPOSE: RIGHT OF WAY
(ESTATE: FEE SIMPLE)

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

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35, and the POINT OF BEGINNING; thence continue South 89°41'48 West along said South line, a distance of 50.01 feet; thence departing said South line, run North 00°53'37" East, a distance of 640.43 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive; thence run North 89°38'42" East along said South line, a distance of 50.01 feet to the East line of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35; thence run South 00°53'37" West along said East line, a distance of 640.48 feet to the POINT OF BEGINNING.

Containing 0.735 acres, more or less.

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

PARCEL 816

PURPOSE: PERMANENT EASEMENT
(ESTATE: PERMANENT EASEMENT)

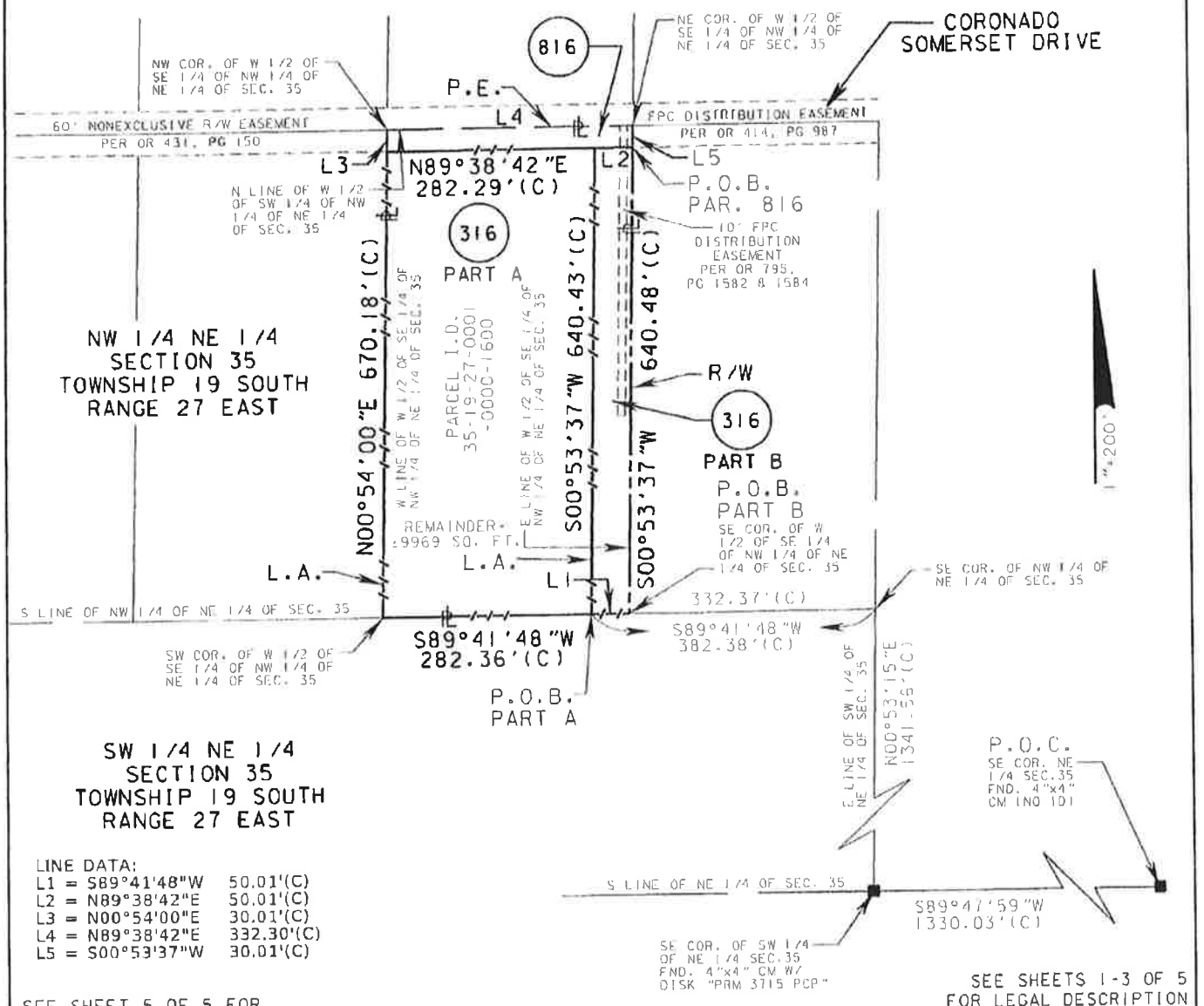
A portion of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, subject to the North 30 feet thereof for nonexclusive road right of way easement for Coronado Somerset Drive, being more particularly described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

Commence at the Southeast corner of the Northeast 1/4 of Section 35, Township 19 South, Range 27 East, Lake County, Florida, said point being a 4"x4" concrete monument with no identification; thence run South 89°47'59" West along the South line of said Northeast 1/4, a distance of 1330.03 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 35, said point being a 4"x4" concrete monument with disk stamped "PRM 3715 PCP"; thence run North 00°53'15" East along the East line of the said Southwest 1/4 of the Northeast 1/4, a distance of 1341.56 feet to the Southeast corner of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run South 89°41'48" West along the South line of said Northwest 1/4 of the Northeast 1/4, a distance of 332.37 feet to the Southeast corner of the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Northeast 1/4 of said Section 35; thence run North 00°53'37" East, along the East line of said West 1/2, a distance of 640.48 feet to a point on the South line of a 60-foot nonexclusive right of way easement for Coronado Somerset Drive and the POINT OF BEGINNING; thence departing said East line, run South 89°38'42" West, along said South line, a distance of 332.30 feet to the West line of the aforesaid West 1/2; thence departing said South line, run North 00°54'00" East, along said West line, a distance of 30.01 feet to a point on the North line of the aforesaid West 1/2; thence departing said West line, run North 89°38'42" East, along said North line, a distance of 332.30 feet to aforesaid East line of the West 1/2; thence departing said North line, run South 00°53'37" West, along said East line, a distance of 30.01 feet to the POINT OF BEGINNING.

Containing 9969 square feet, more or less.

PARCEL: 316

SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST



SW 1/4 NE 1/4
SECTION 35
TOWNSHIP 19 SOUTH
RANGE 27 EAST

LINE DATA:

L1 =	S89°41'48"W	50.01'(C)
L2 =	N89°38'42"E	50.01'(C)
L3 =	N00°54'00"E	30.01'(C)
L4 =	N89°38'42"E	332.30'(C)
L5 =	S00°53'37"W	30.01'(C)

SEE SHEET 5 OF 5 FOR LEGEND, LINE DATA, & NOTES

SEE SHEETS 1-3 OF 5 FOR LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH			STATE ROAD 453 (WEKIVA PARKWAY)			CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)
			DRMP PROJECT NO. 12-0150.000	SHEET 4 OF 5		DATE: 08/11/14	SKETCH PREPARED BY DRMP ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS 941 LAKE BALDWIN LANE ORLANDO, FLORIDA 32814 (407) 896-0594 L.B. No. 2648
			ADD REMAINDER	CWW	11/14	SCALE: 1" = 200	
			REV. PART B	CWW	11/14		
ADDED PARCEL 816	CWW	4/15	PER COMMENTS	CWW	9/14	CHECKED: ALQ	
REVISION	BY	DATE	REVISION	BY	DATE	DRAWN: BJP	

PARCEL: 316

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 19 SOUTH, RANGE 27 EAST AS BEING SOUTH 89°47'59" WEST, BASED ON NAD83, STATE PLANE COORDINATES, FLORIDA EAST ZONE.

2. THIS PARCEL SKETCH IS NOT A SURVEY. NO CORNERS WERE SET OR RECOVERED IN THE FIELD FOR THE PURPOSE OF PREPARING THIS SKETCH, EXCEPT AS SHOWN.

3. PARCEL INFORMATION SHOWN HEREON IS SUPPORTED BY COMMITMENT FOR TITLE INSURANCE, SHUTTS AND BOWEN LLP ORDER No. 4876556, DATED JULY 13, 2014.

LEGEND:

(C)	= CALCULATED DATA	OR	= OFFICIAL RECORDS BOOK
C.B.	= CHORD BEARING	℄	= PROPERTY LINE
C.D.	= CHORD LENGTH	P.O.B.	= POINT OF BEGINNING
COR.	= CORNER	P.O.C.	= POINT OF COMMENCEMENT
CM	= CONCRETE MONUMENT	No.	= NUMBER
(D)	= DESCRIBED DATA	P.E.	= PERPETUAL EASEMENT
EXIST.	= EXISTING	PG	= PAGE
FND.	= FOUND	R	= RADIUS
FT.	= FEET	R/W	= RIGHT-OF-WAY
I.D.	= IDENTIFICATION	SEC.	= SECTION
IP	= IRON PIPE	SQ.	= SQUARE
L	= ARC LENGTH	T.B.	= TANGENT BEARING
L.A.	= LIMITED ACCESS RIGHT OF WAY	Δ	= CENTRAL ANGLE
L.B.	= LICENSED BUSINESS		

SEE SHEET 4 OF 5 FOR SKETCH OF DESCRIPTION

SEE SHEETS 1-3 OF 5 FOR LEGAL DESCRIPTION

THIS SKETCH IS NOT A SURVEY

RIGHT OF WAY PARCEL SKETCH	STATE ROAD 453 (WEKIVA PARKWAY)	CENTRAL FLORIDA EXPRESSWAY AUTHORITY	SECTION 429-206 (2C)

ALLEN L. QUICKEL
FLORIDA REGISTERED LAND SURVEYOR NO. 6481
(NOT VALID UNLESS SIGNED AND SEALED)

DRMP PROJECT NO. 12-0150.000	SHEET 5 OF 5		DATE: 08/11/14
ADD REMAINDER	CWW	11/14	SCALE: 1" = 200
REV. PART B	CWW	11/14	CHECKED: ALQ
PER COMMENTS	CWW	9/14	DRAWN: BJP
REVISION	BY	DATE	

SKETCH PREPARED BY
DRMP
ENGINEERS · SURVEYORS · PLANNERS · SCIENTISTS
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
L.B. No. 2648

Subject Location Map

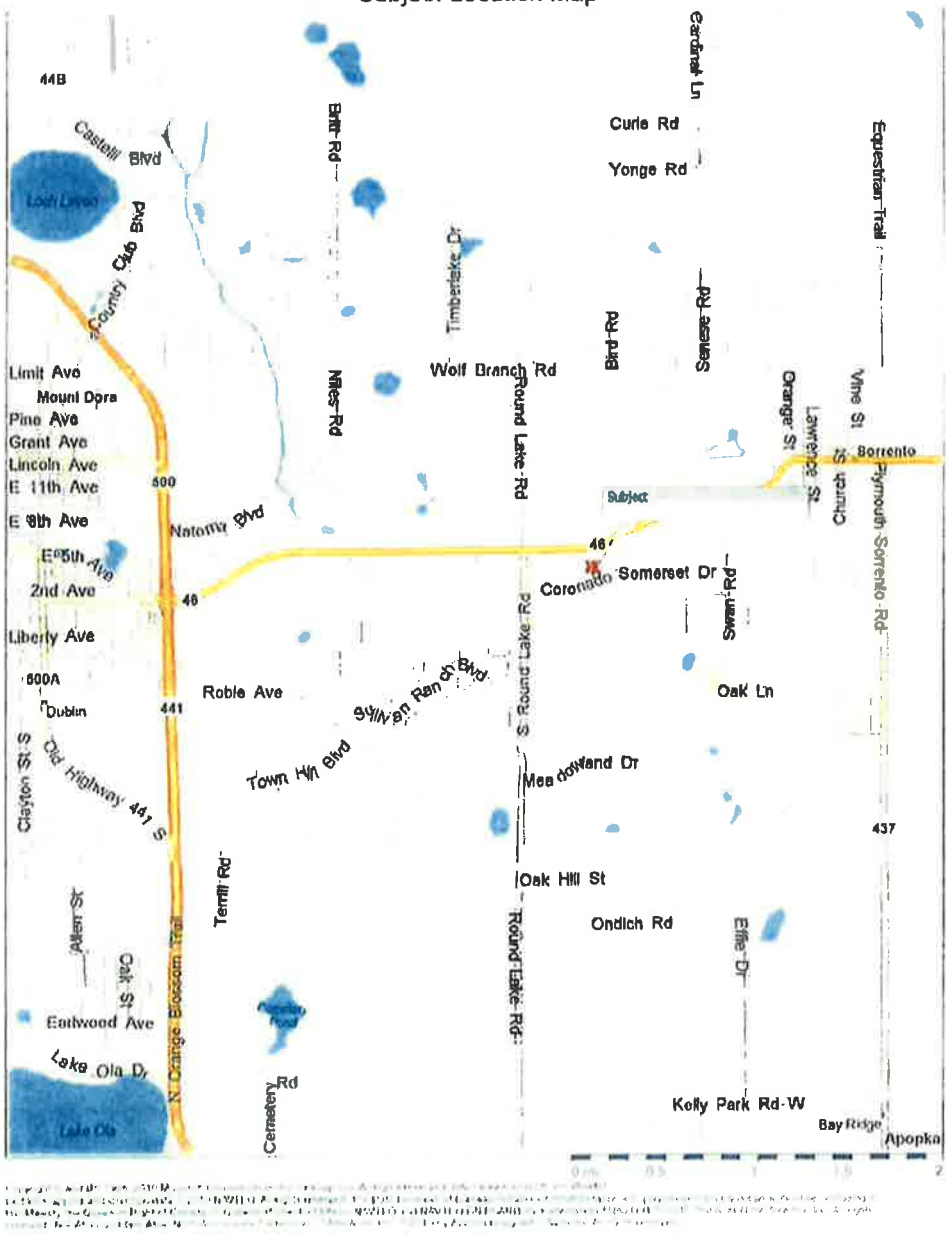
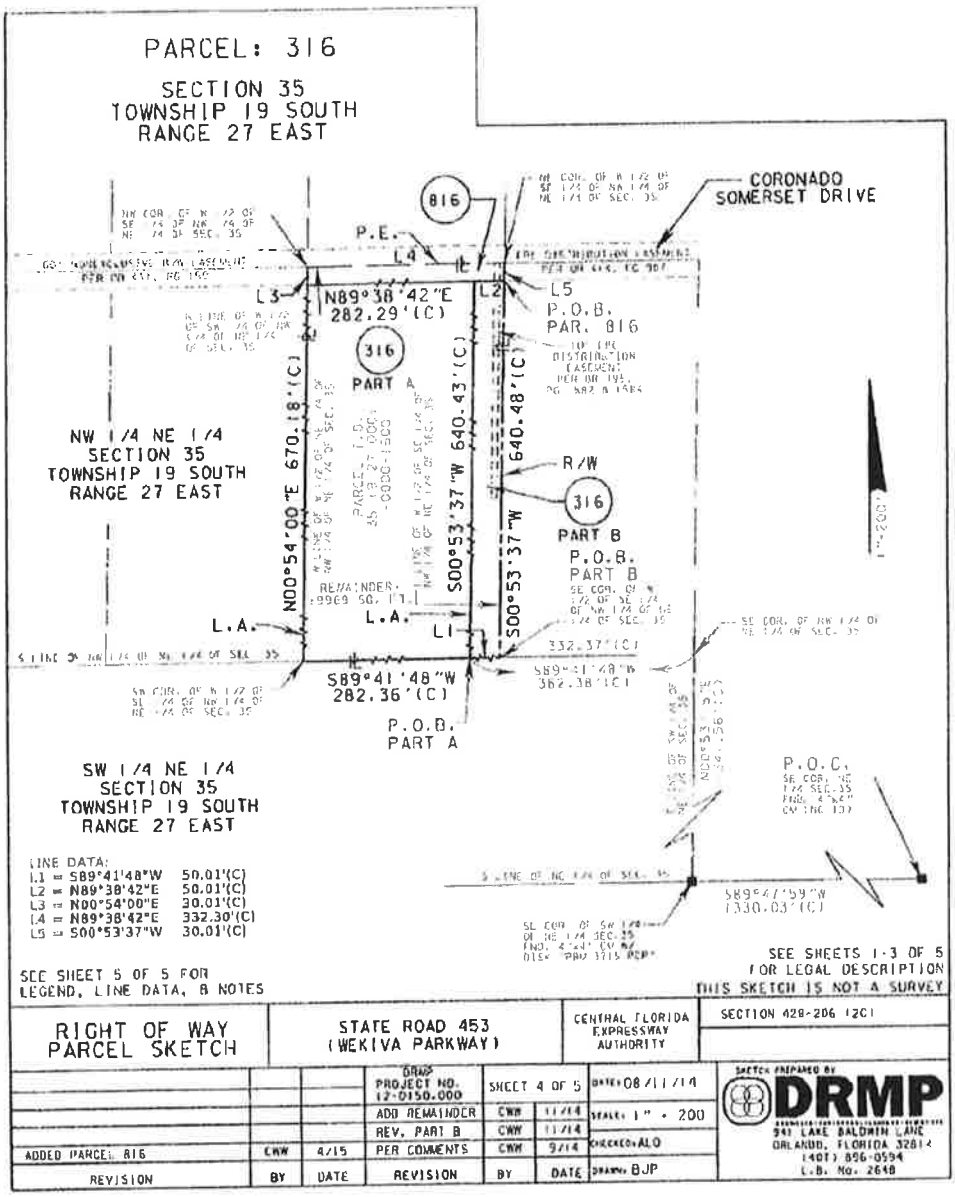


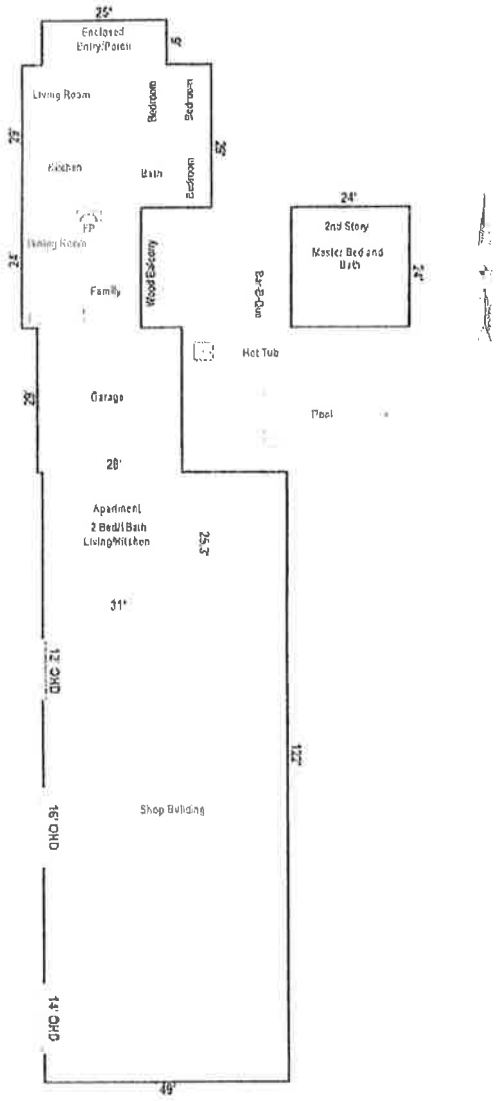
EXHIBIT "B"

Parcel: 316/816
Project: Wekiva Parkway 429-206
County: Lake



Parcel: 316/816
Project: Wekiva Parkway 429-206
County: Lake

Floor Plan Parcel 316



PHOTOGRAPHS



(1) Easterly view of Coronado Somerset Drive.
Photograph taken by Richard K. MacMillan, MAI on December 11, 2014



(2) Westerly view of Coronado Somerset Drive.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(3) Southerly view of the subject property from Coronado Somerset Drive.
Photograph taken by Richard K. MacMillan, MAI on December 11, 2014



(4) Southerly view of driveway leading to the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(5) Southwesterly view of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

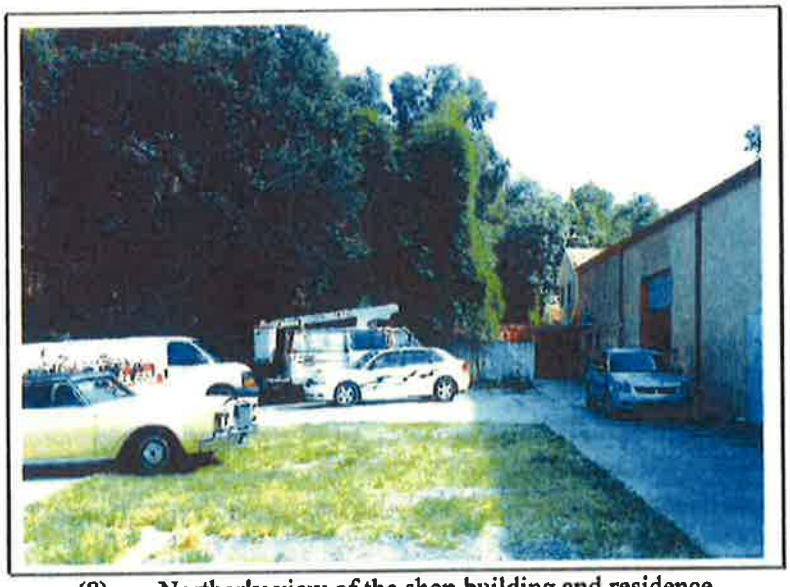


(6) Westerly view of the east elevation of the subject residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(7) Northerly view of the shop building.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(8) Northerly view of the shop building and residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(9) Interior view of the residences enclosed front porch.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(10) Interior view of the subject's residence.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



(27) Southerly view of west side of the shop building.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(28) Interior view of the shop building.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

PHOTOGRAPHS



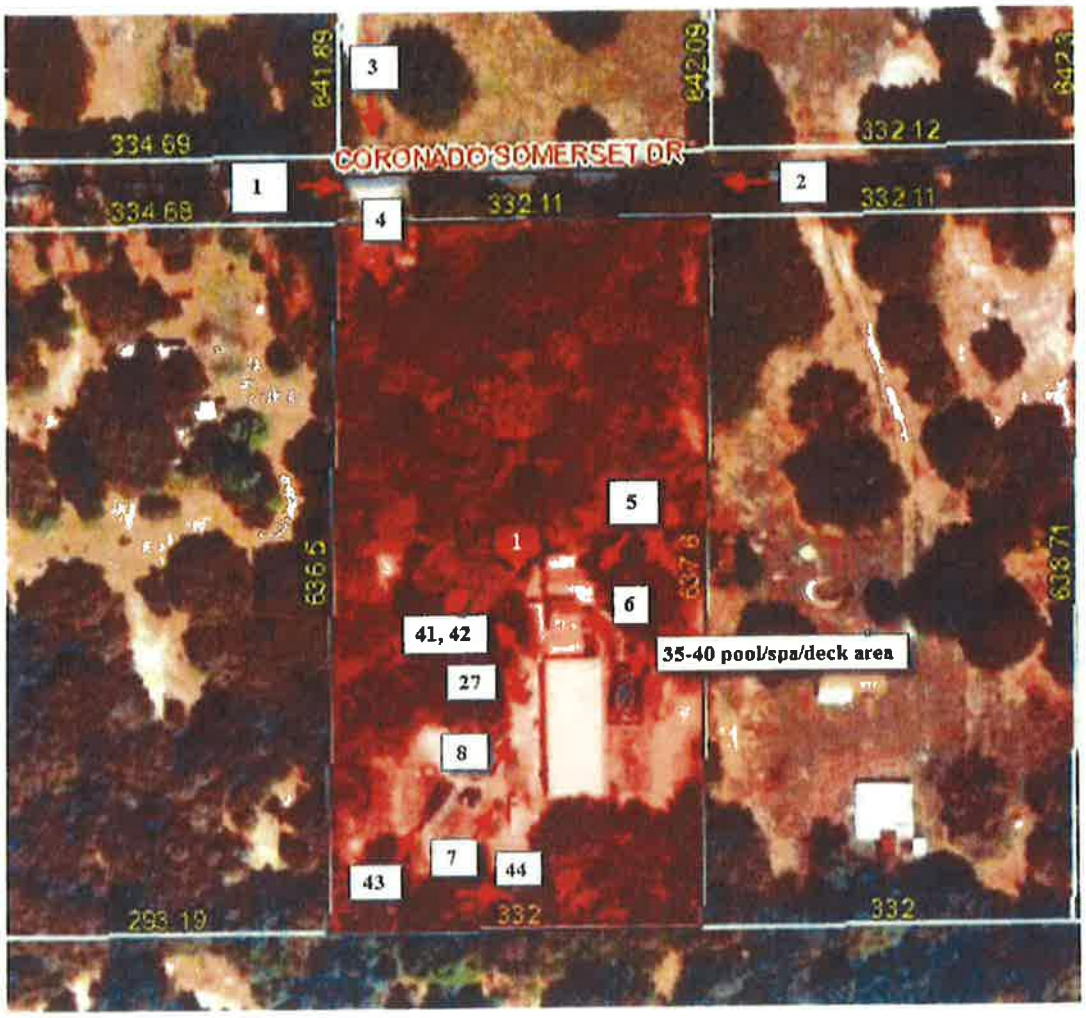
(35) View of the subject's pool and deck patio.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014



(36) View of the subject's pool.
Photograph taken by Thomas A. Riddle, MAI on July 31, 2014

Parcel: 316/816
Project: Wekiva Parkway 429-206
County: Lake

Aerial Site Map of Subject with Camera Angles



CONSENT AGENDA ITEM

#13

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **October 26, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-204: Parcel 275**
Approval of Partial Settlement of Residential Portion of Property

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval of a partial settlement involving the residential portion of Parcel 275 of the Wekiva Parkway Project 429-204. A Petition in Eminent Domain was filed on October 14, 2014, and the Court entered an Order of Taking on January 13, 2015.

DESCRIPTION and BACKGROUND:

This case involves the taking of 17.888 acres through the middle of Parcel 275, which originally contained 52.737 acres, leaving in a bisected northern remainder of 6.92 acres and southern remainder of 27.93 acres. This parcel is owned by Thomas J. Holder, Sr., as Trustee of the Sally R. Holder Credit Shelter Trust and the Thomas J. Holder, Sr. Family Trust.

The property has joint residential and business uses. Improvements within the area of taking include a 105 year old two-story single family residence, which contains 3,124 square feet of living area with five bedrooms and two baths. Thomas J. Holder, Sr., age 80, and his daughter, Beth Ann Arnold, reside in the dwelling. The remainder of the property is used primarily for farming operations, and contains numerous agricultural improvements.

CFX retained the services of Richard MacMillan, who estimated the value of the parent tract to be $1,633,500.00, and the value of the taking to be $1,163,600.00. This value has been determined as follows:

Land Value	$1,318,500
Single Family Residence Value	$ 161,000
Site Improvement Value	$ 154,000
Total Value of Parent Tract	**$1,633,500**

Land Taken (17.888 acres x $25,000)	$ 447,200
Improvements Taken	$ 228,700
Damages / Cost to Cure	$ 487,700
Total Compensation	**$1,163,600**

The landowners have not yet submitted an appraisal report for their real estate claims, and are not required to submit these reports under the Case Management Order until November 18, 2015.

For the purpose of determining relocation benefits, the property has been analyzed separately with regards to its residential and non-residential components. CFX's relocation agents determined that the residential component of the property is 2.88 acres in size, and contains the home as well as several other residential improvements. The value of the residential component of the property is as follows:

Land (2.88 acres)	$ 72,000
Residential Improvements	$177,964
Total Residential Component	**$249,964**

PROPOSAL FOR SETTLEMENT OF THE RESIDENTIAL PROPERTY:

Negotiations with landowners' counsel have resulted in a proposal for a partial resolution of this case. Under the Uniform Relocation Act (URA) guidelines, the Holders would qualify for a purchase additive of $209,036.00 related to this residence, based on available comparable sales. The Holders are willing to accept CFX's appraised value for the residential land and improvements, and accept the purchase additive amount. Landowners' counsel, Raymer Maguire, has also agreed that since there is no "betterment" for the residential component of the real estate, he would not recover attorney fees for this portion of the settlement. In exchange, CFX would agree that it would not attempt to adjust or recoup the amount of the purchase additive, regardless of the outcome of the litigation for the other portions of this case.

Resolution of the residential component is beneficial to CFX in that (1) the landowner is agreeing to accept CFX's appraised value for approximately 20% of the taking, (2) the landowner is agreeing to accept CFX's appraised value of the residential improvements, including a 105-year old house that could potentially be very difficult to appraise, (3) expert fees would be reduced considerably by eliminating the residential component of the case, (4) landowner attorney fees would be reduced because there is no betterment for this portion of the case, and (5) a potentially complex trial will be greatly simplified by reducing the number of issues presented. Furthermore, it is questionable how much, if any, of the purchase additive would qualify for adjustment or recoupment. This settlement proposal creates certainty for the landowners so that they can move forward with acquiring replacement housing, and certainty for CFX by resolving a portion of this case at its own value.

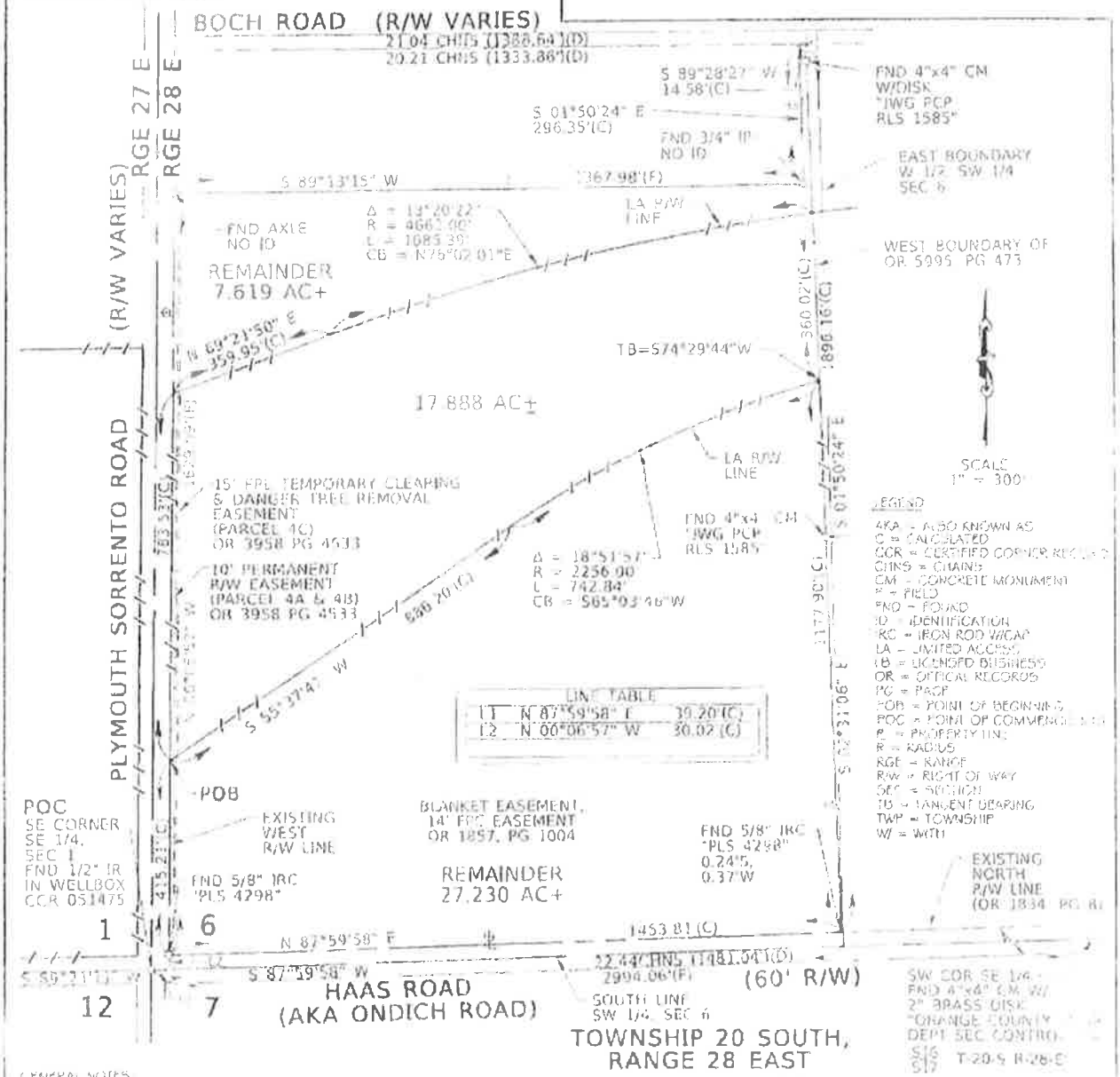
RECOMMENDATION:

We respectfully request this Board's approval of the proposed partial settlement in the amount of $249,964.00 to resolve the residential component of Parcel 275.

ATTACHMENT:
Parcel Sketch

SKETCH OF DESCRIPTION

PARCEL: 275
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



GENERAL NOTES

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, 1983 NORTH AMERICAN DATUM, 2007 ADJUSTMENT, WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 27 EAST ORANGE COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 89°28'27" WEST.
2. THERE MAY BE OTHER RECORDED DOCUMENTS FOUND IN ORANGE COUNTY RECORDS AFFECTING THIS PROPERTY THAT ARE NOT SHOWN ON THIS SKETCH OF DESCRIPTION.
3. ATTENTION IS DIRECTED TO THE FACT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALE DATA.
4. A CERTIFICATE OF TITLE INFORMATION PREPARED BY "FIRST AMERICAN TITLE INSURANCE COMPANY" DATED NOVEMBER 29, 2012, FILE NO 2037-2864232 WAS REVIEWED BY THE SURVEYOR AND EXCEPTIONS (IF ANY) NOTED ON SAID CERTIFICATE ARE SHOWN HEREON.

FOR: ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY			STATE ROAD 429	
DESIGNED BY: RJM	DATE: 3/18/14		URS CORPORATION 315 E. ROBINSON STREET SUITE 230 ORLANDO, FL 32801-1949 PH (407) 422-0353 LICENSED BUSINESS NO. 6939	REVISIONS
DRAWN BY: DJK	JOB NO:			
APPROVED BY: RJM	OOCEA PROJECT NO. 429-204			SHEET 2 OF 2

CONSENT AGENDA ITEM

#14

WINDERWEEDLE, HAINES, WARD & WOODMAN, P.A.
329 Park Avenue North
Second Floor
Post Office Box 880
Winter Park, Florida 32790-0880
Telephone (407) 423-4246
Facsimile (407) 645-3728

MEMORANDUM

TO: **Central Florida Expressway Authority Board Members**

FROM: **James Edward Cheek, III, Right of Way Counsel**
Winderweedle, Haines, Ward & Woodman, P.A.

DATE: **October 26, 2015**

RE: **S.R. 429 Wekiva Parkway, Project 429-202; Parcel 130 Part A and B**
Approval of Offer of Judgment

Winderweedle, Haines, Ward & Woodman, P.A., right of way counsel, seeks this Board's approval to serve an Offer of Judgment for Parcel 130. CFX filed its eminent domain action on June 16, 2014. The Court entered an Order of Taking on August 12, 2014.

DESCRIPTION and BACKGROUND:

Parcel 130 involves a relatively small strip take for the purpose of improving Yothers Road. The subject property is located along the north side of Yothers Road, approximately 1,000 feet west of its intersection with Plymouth Sorrento Road, in unincorporated Orange County, Florida. The parent tract contains 4.4548 acres of land area. The Parcel 130 acquisition is a rectangular shaped taking of approximately .1928 acres of land. The taking is located in the southwest portions of the subject property and is comprised of approximately .0773 acres of unencumbered land area and approximately .1155 acres of land area located within the Yothers Road right-of-way.

CFX retained the services of Mr. Stephen J. Matonis, MAI, MRICS with Integra Realty Resources to appraise the property. The subject property is improved with a 1,626 square foot single family residence that was built in 1976, two manufactured homes containing 720 and 672 square feet of heated area, a warehouse, and other supporting site improvements. Mr. Matonis notes that the subject property is zoned ZIP (Zoning-In-Progress) by the City of Apopka. Mr. Matonis concludes that the highest and best use, as improved, is for interim rental of the improvements until the demand for residential development of the site is warranted.

The comparable land sales reflect a range of value of $28,800 to $39,849 per acre of land area. Mr. Matonis concluded to a fee simple market value estimate of $32,000 per acre, or $135,225 for the total parent tract land value. The contributory value of the improvements was estimated to be $51,800. This resulted in an estimated market value conclusion for the parent tract of $193,025. The value of the land taken was estimated to be $2,659, and the contributory

value of the improvements in the taking were estimated to be $6,000. Minor site improvements in the taking included an access drive to the subject residences and chain link fencing with three-strand barbed wire. Mr. Matonis developed a minor net cost to cure at $4,900.

The subject taking does not directly impact any of the building improvements. However, due to the remainder's adjacency to the limited access right of way line in the after condition, Mr. Matonis opined that the land and improvements were damaged by 10%, or $27,301. These valuation conclusions are summarized as follows:

Value of Part Taken (land and improvements)	$ 8,659
Damages to Remainder (10%)	$27,301
Cost to Cure	$ 4,900
Total Compensation	**$40,860**

OFFER OF JUDGMENT

It is requested that this Board approve service of an Offer of Judgment in this case. Offers of Judgment are authorized in eminent domain actions under §73.032, Florida Statutes, which provides that if a defendant rejects an Offer of Judgment and the verdict or judgment is less than the amount of that offer, the court shall not award any costs incurred by the defendant after the date the Offer was rejected. A defendant has up to 30 days after an Offer of Judgment is served to reject the offer. A defendant is also entitled to serve an Offer of Judgment on the Petitioner for an amount that is under $100,000.00. If the judgment or verdict is equal to or more than the amount of the Offer, landowner's counsel can recover attorneys fees based on the factors set forth in §73.092(2) and (3) (which considers attorney time and labor, difficulty of the case, etc.), rather than on statutory betterment.

The undersigned counsel seeks the Board's approval to serve an Offer of Judgment in the amount of **$49,032.00.** This amount is derived by applying a 20% incentive over-and-above the appraised value in order to induce an early settlement of this case. CFX has already deposited $40,860 as its good faith estimate of value. Therefore, if the offer of judgment is accepted, CFX will have to pay an additional $8,172.00 to resolve this case. As it does not appear that the landowner has yet retained counsel, resolution at this stage would minimize or eliminate landowner attorneys fees and expert fees.

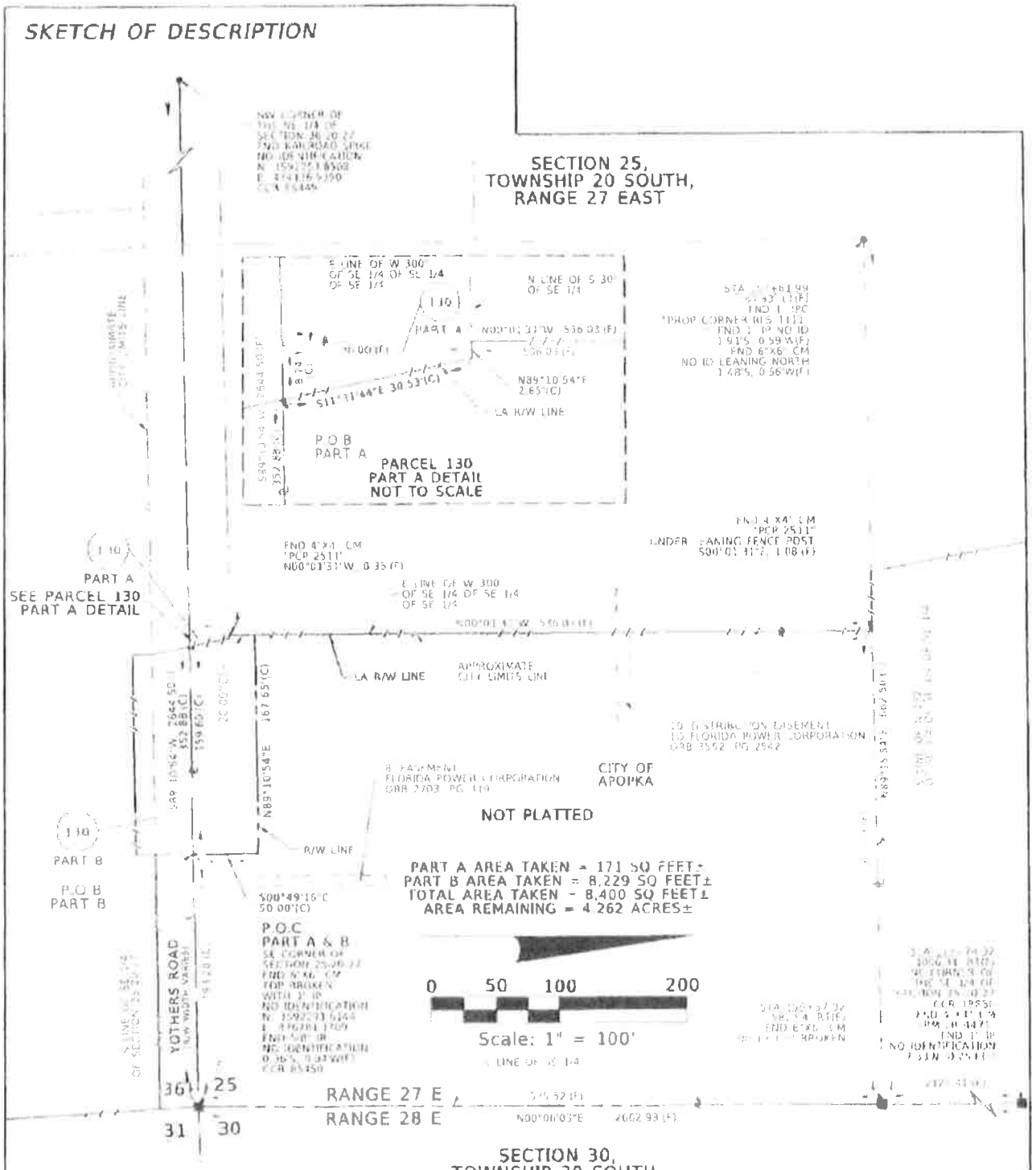
RECOMMENDATION:

The undersigned counsel respectfully requests that this Board approve service of an Offer of Judgment in the amount of $49,032.00 to fully resolve the landowner's interest in this case.

ATTACHMENTS:

Sketch of Subject Property
Map Depicting Location of Property

SKETCH OF DESCRIPTION



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

FOR: ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

DATE: MAY 23, 2013

PROJECT NO.: H20-01

DRAWN: PMM CHECKED: JMS

STATE ROAD 429

OOCEA PROJECT NO. 429-202

PARCEL NO. 130

GEODATA CONSULTANTS, INC
SURVEYING & MAPPING
2700 WESTHALL LANE
SUITE 137
MAITLAND, FLORIDA 32751
VOICE: (407) 660-2322 FAX: 660 8223
LAND SURVEYOR BUSINESS LICENSE NO. 6556


SECTIO
POND 2
BELGIAN STREET
WEKIVA PARKWAY
Orange, Lake & Seminole Counties
Public Meeting September 2014

CONSENT AGENDA ITEM

#15

SHUTTS & BOWEN LLP

Founded 1910

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

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

DATE: October 20, 2015

RE: State Road 429 Wekiva Parkway, Project 429-203; Parcel 177
Settlement of Experts' Fees and Costs and Attorney's Costs

Shutts & Bowen LLP, Right-of-Way Counsel, seeks the approval by the Board for the negotiated settlement of experts' fees and attorney's costs related to the settlement of Parcel 177.

DESCRIPTION AND BACKGROUND

Settlement of Parcel 177 was accomplished via a Mediated Settlement Agreement by and between the Central Florida Expressway Authority ("CFX") and Felipe Villagomez-Arriaga ("Owner"). At its March 25, 2015 meeting, the Right-of-Way Committee recommended the Board accept the terms of the Mediated Settlement Agreement, and the Board approved the settlement at its April 9, 2015 meeting. The terms of the Mediated Settlement Agreement was reduced to a Stipulated Final Judgment, entered by the Honorable John Marshall Kest on April 22, 2015, providing $61,200 for full payment for the property designated as Parcel 177 and statutory attorney's fees in the amount of $6,468. At the time the Mediated Settlement Agreement was executed and the Stipulated Final Judgment was entered, the experts' fees and costs and attorney's costs were not available.

On April 30, 2015, J. Christy Wilson III, the attorney representing Mr. Villagomez-Arriaga, filed a Motion to Tax Experts' Fees and Attorney's Costs seeking a total of $50,075.39. (A copy of the motion is attached.) Right-of-Way Counsel has reviewed the invoices attached to the motion and determined what is compensable under Florida law and provides the recommended settlement amount totaling $44,639.22. A chart comparing the costs is attached.

A hearing on this motion is scheduled for Monday, November 16, 2015, at 1:30 p.m. before the Honorable John Marshall Kest. At that hearing, Judge Kest could enter an order requiring the CFX to pay the full amounts submitted by Mr. Wilson in his motion. In addition to payment of the full amount of $50,075.39, CFX would incur additional costs for its Right-of-

Way Counsel to prepare for and attend this hearing and additional attorney's fees incurred by Mr. Wilson for supplemental proceedings. It would be in the best interest of CFX to pay the recommended fees and costs outlined on the attached chart as these fees are recoverable under Florida law and as to not incur additional fees and costs involved with the defense of the Motion to Tax Experts' Fees and Attorney's Costs. The proposed settlement was recommended by the Right-of-Way Committee at its October 28, 2015 meeting.

RECOMMENDATION

We respectfully request that the CFX Board approve the negotiated experts' fees and attorney's costs outlined in the attached chart totaling $44,639.22 related to the acquisition of Parcel 177.

ATTACHMENTS

Exhibit "A" – Motion to Tax Experts' Fees and Attorney's Costs
Exhibit "B" – Comparison of Parcel 177 Experts' Fees and Costs and Attorney's Costs

ORLDOCS 14313117 1

Filing # 26736934 E-Filed 04/30/2015 01:50:01 PM

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT, IN AND FOR ORANGE COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY,
a body politic and corporate, and an agency of the state under the laws of the State of Florida,

Petitioner,

vs.

KENNETH A. GRIMM and **JANUARY D. GRIMM, et al., FELIPE VILLAGOMEZ-ARRIAGA,**

Respondents.
_____/

Case No. 2014-CA-3592-O

Parcels: 177

Subdivision: 39

MOTION TO TAX EXPERTS' FEES AND ATTORNEY'S COSTS

Respondent, **FELIPE VILLAGOMEZ-ARRIAGA,** ("Respondent"), by and through his undersigned counsel, hereby files this Motion To Tax Experts' Fees and Attorney's Costs pursuant to Section 73.091, Fla. Stat. (2014), and states:

1. Respondent retained the law firm of Wilson & Garber, P.A. f/k/a Wilson & Garber & Small, P.A. to represent him as it related to the potential acquisition of his property by Petitioner, **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("Petitioner"). Respondent entered into an Employment Agreement with the law firm of Wilson & Garber, P.A., on or about November 29, 2005. A true and correct copy of the Employment Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

2. In order to adequately represent the claims of the Respondent, experts were engaged by the Respondent and said experts rendered professional services with respect to Parcel 177.

EXHIBIT "A"

3. On April 22, 2015, a Stipulated Final Judgment was entered in favor of Respondent which reserved jurisdiction to determine payment of experts' fees and attorney's costs and supplemental proceedings, if any.

4. Richard C. Dreggors of Calhoun, Dreggors & Associates, Inc., provided expert services to the Respondent totaling $16,856.00. The accounting for said charge is attached hereto as Composite Exhibit B.

5. Charles Madden of Moorhead & Glunt, Inc., provided expert services to the Respondent totaling $1,080.62. The accounting for said charge is attached hereto as Composite Exhibit C.

6. Richard T. McCree, Sr. of McCree General Contractors & Architect, provided expert services to the Respondent totaling $5,091.25. The accounting for said charge is attached hereto as Composite Exhibit D.

7. Paul V. Sherma, P.E. of Professional Engineering Resources, Inc., provided expert services to the Respondent totaling $4,023.47. The accounting for said charges is attached hereto as Composite Exhibit E.

8. PGA Title, Inc. provided expert services to the Respondent for the sum of $56.25[1]. The accounting for said charge is attached hereto as Composite Exhibit F.

9. Eric E. Rahenkamp, of Rahenkamp Design Group, Inc., provided expert services to the Respondent totaling $15,616.40. The accounting for said charge is attached hereto as Composite Exhibit G.

10. Michael T. Rudd, Surveyor, provided expert services to the Respondent totaling $4,928.53. The accounting for said charge is attached hereto as Composite Exhibit H.

[1] This suit contains many parcels and the costs have been allocated to each parcel equally.

11. Orange Legal provided services to the Respondent totaling $164.66. The accounting for said charge is attached hereto as Composite Exhibit I.

12. Phipps Reporting, Inc. provided services to the Respondent totaling $571.47. The accounting for said charge is attached hereto as Composite Exhibit J.

13. Aerial Cartographs of America, Inc. provided services to the Respondent totaling $97.85. The accounting for said charge is attached hereto as Composite Exhibit K.

14. The Respondent obtained documents from the Central Florida Expressway Authority by way of a public records request for which he was charged $76. The accounting for said charge is attached hereto as Composite Exhibit L.

15. The Presentation Group provided services to the Respondent totaling $12.70. The accounting for said charge is attached hereto as Composite Exhibit M.

16. Ricoh USA, Inc. provided services to the Respondent totaling $275.50. The accounting for said charge is attached hereto as Composite Exhibit N.

17. Wilson & Garber, P.A. incurred miscellaneous charges on behalf of the Respondent totaling $1,224.69. The accounting for said charges is attached hereto as Composite Exhibit O.

18. The total experts' fees and attorney's costs incurred in representing the claims of the Respondents is $50,075.39.

19. As attorney for Respondent, it is the undersigned's opinion, and it is hereby certified, that said expenditures and services were reasonably necessary in the handling of this cause, of useful value in handling of this cause, and that the charges are proper in amount and commensurate with work done.

WHEREFORE, Respondent requests that this Court enter an order that awards attorneys' fees, experts' fees and attorneys' costs in the amount of $50,075.39.

CERTIFICATE OF SERVICE

I HEREBYCERTIFY that on April 30, 2015, a true and correct copy of the foregoing was electronically filed with the Florida Courts E-Filing Portal which will serve a copy to all counsel of record with an electronic mail account listed, and sent via U.S. Mail to all Respondents with mailing addresses listed on the attached Service List.

WILSON & GARBER, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801
Attorneys for Respondent,
FELIPE VILLAGOMEZ-ARRIAGA
Telephone: (407) 843-4321
Facsimile: (407) 423-1505

s/J. Christy Wilson, III
J. Christy Wilson, III
Florida Bar No. 036161
Kurt H. Garber
Florida Bar No. 0019496
jcwilson@wilsongarber.com
kgarber@wilsongarber.com
dsmith@wilsongarber.com

Central Florida Expressway Authority v. Grimm, et al., 2014-CA-003592 - Parcel 177

Central Florida Expressway Authority
c/o David A. Shontz, Esq.
Harold Eugene Morlan, III, Esq.
Shutts & Bowen LLP
dshontz@shutts.com
hmorlan@shutts.com

Sidney C. Calloway, Esq.
Shutts & Bowen LLP
200 East Broward Blvd., Suite 2100
Fort Lauderdale, FL 33301
scalloway@shutts.com
jlawrence@shutts.com
smcmenamy@shutts.com
Attorney for Petitioner

Palisades Collection, LLC
c/o CT Corporation System, Registered Agent
1200 South Pine Island Road
Plantation, FL 33324

Nicholas A. Shannin, Esq.
Attorney for Clerk of the Circuit Court
Debbie.fafalios@myorangeclerk.com
CTAdminDiv@myorangeclerk.com

Wilson &Garber, P.A.

437 N. Magnolia Avenue
Orlando, Florida 32801
Statement of Costs

CFEA v. Kenneth A. Grimm & January D. Grimm, et al
Felipe Villagomez-Arriaga
IC#4782
Parcel 177
Costs incurred as of April 03, 2015

A. Expert Charges

Calhoun, Dreggors & Associates, Inc.			
Statement dated 02/17/15		$ 16,856.00	
Madden, Moorehead & Glunt, Inc.			
Statement dated 02/25/15		1,080.62	
McCree General Contractors & Architects			
Statement dated 03/18/15		5,091.25	
Professional Engineering Resources, Inc.			
Statement dated 02/17/15		4,023.47	
PGA Title, Inc.			
Statement dated 07/07/14		56.25	
Rahenkamp Design Group, Inc.			
Statement dated 02/17/15		15,616.40	
Michael T. Rudd			
Statement dated 07/23/14	$ 4,300.00		
Invoice No. 120a	133.42		
Invoice dated 07/23/14	495.11	4,928.53	

Total Expert Charges $ 47,652.52

B. Court Reporter Charges

Orange Legal, Inc.			
	Invoice No. 149135	43.70	
	Invoice No. 149456	3.09	
	Invoice No. 152378	117.87	164.66
Phipps Reporting, Inc.			
	Invoice No. 19496	136.38	
	Invoice No. 19574	101.56	
	Invoice No. 19589	136.78	
	Invoice No. 24129	67.93	
	Invoice No. 24324	25.75	
	Invoice No. 24996	103.07	571.47
Total Court Reporting Charges			736.13

C. Exhibit Preparation Charges

Aerial Cartographics of America, Inc.			
	Invoice No. 190345		97.85
Central Florida Expressway Authority			
	Invoice No. 0819	62.50	
	Invoice No. 0114	13.50	76.00
The Presentation Group			
	Invoice No. 144335	2.74	
	Invoice No. 144347	4.11	
	Invoice No. 153893	3.19	
	Invoice No. 172242	2.66	12.70
Ricoh USA, Inc.			
	Invoice No. L2414050225	24.16	
	Invoice No. L2414060178	20.98	
	Invoice No. L2414080058	23.00	
	Invoice No. L2414110265	18.44	
	Invoice No. L2415020303	188.92	275.50
Total Exhibit Preparation Charges			462.05

D. Miscellaneous Charges

Copy Charges	1,083.75	
Fax Charges	8.00	
Federal Express Charges	2.76	
Long Distance Charges	19.85	
Meeting Charges	17.46	
Mileage Charges	2.86	
Postage Charges	78.34	
Service Fee Charges	11.67	
Total Miscellaneous Charges		1,224.69
Total Costs Incurred		$50,075.39

WILSON, GARBER & SMALL, P.A.
437 North Magnolia Avenue
Orlando, Florida 32801
(407) 843-4321

EMPLOYMENT AGREEMENT FOR REPRESENTATION OF OWNERS WHOSE PROPERTY IS BEING TAKEN BY PUBLIC AUTHORITY.

Gentlemen:

I, the undersigned, hereby employ you as my attorneys to represent me in the forthcoming condemnation proceedings involving the property described below. I hereby authorize you to take such steps and to employ on my behalf the services of such expert real estate appraisers, photographers and other experts as are necessary to secure for me the just and full compensation for the taking of my property as is guaranteed by the Constitution and Laws of the State of Florida.

In the event suit is filed, it is understood that your attorneys' fees for such representation will be paid by the condemning authority in such amount as is reasonable for the services performed in connection with the preparation, trial and/or settlement of the condemnation proceedings.

It is further understood that your firm will apply to the Court for an allowance from the condemning authority of all costs and expenses incurred in the preparation and defense of my claim in the condemnation proceedings and will use their best efforts to recover all costs and expenses from the condemning authority.

This agreement is for work in pre-suit negotiations and at the trial level in the Circuit Court only. Should appellate work be necessary, an arrangement for costs and fees would be mutually agreed to at that time.

In the event suit is filed pursuant to Chapter 74 of the Florida Statutes, at such time as monies become available to the owner in the condemnation proceedings, an advance deposit for costs and fees to the extent of ten (10%) percent thereof shall be made with you. The advance deposit shall be allocated as follows: one-half (1/2) shall be used as a retainer and one-half (1/2) shall be used to pay costs as they accrue. A strict accounting shall be rendered at the conclusion of the case and the advance deposit, without interest, shall be refunded upon reimbursement of the costs and attorneys' fees from the condemning authority.

EXHIBIT
A

All negotiations for settlement shall be conducted by Wilson, Garber & Small, P.A. and no settlement shall be made without my knowledge and consent.

This contract may be canceled by written notification to you at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, I shall not be obligated to pay any fees to you for the work performed during that time. If you have advanced funds to others in my representation, you are entitled to be reimbursed for such amounts as you have reasonably advanced on my behalf.

Very truly yours,

BY: Felipe Villagomez-Arriaga
Felipe Villagomez-Arriaga

SS# 466-85-9369

DATE: _____

ACCEPTED:

WILSON, GARBER & SMALL, P.A.

BY: _____
J. CHRISTY WILSON, III
Florida Bar Number 326161
For the Firm

NAME, ADDRESS AND TELEPHONE NUMBER OF CLIENT(S)
Felipe Villagomerz-Arriaga
P. O. Box 1158
Plymouth, Florida 32768

PROPERTY DESCRIPTION
3350 Plymouth Sorrent Road

CONDEMNING AUTHORITY:

O/OCEA

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

February 17, 2015

Prepared For Mediation

J. Christy Wilson, III, Esq.
c/o Wilson, Garber
437 North Magnolia Avenue
Orlando, Florida 32801

RE: **Owner:** **Villagomez-Arriga**
Parcel No.: **177**
Project: **Wekiva Parkway**
County: **Orange**

INVOICE

Meeting/conferences with experts, conferences with owner's representative, meeting with City of Apopka, review assemblage of land in area, inspect subject property, review land planning report, sales research/analysis, meeting with owners, review/write report.

Eaton:	16.50 Hrs. x $125/Hr. =	$ 2,062	
Abrams:	67.00 Hrs. x $150/Hr. =	10,050	
Dreggors:	14.75 Hrs. x $225/Hr. =	3,319	
Subtotal			**$15,431**

Meeting with owner's representative, review/discuss CFX appraisal and sales.

Abrams:	8.00 Hrs. x $150/Hr. =	$1,200	
Dreggors:	1.00 Hrs. x $225/Hr. =	225	
Subtotal			$ 1,425
Total			$16,856

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa

EXHIBIT
B

OWNER	*VILLAGOMEZ-ARRIGA*	KEVIN EATON
PROJECT	*WEKIVA PARKWAY*	
PARCEL(S)	*177*	
COUNTY	*ORANGE*	

DATE	*TYPE OF SERVICE*	*HOURS*
05/28/14	PREPARED FOR MEETING WITH OWNER'S REPRESENTATIVE.	0.50
05/29/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF O/OCEA VALUES; REVIEWED O/OCEA UPDATED APPRAISAL.	1.25
06/09/14	REVIEWED O/OCEA UPDATED APPRAISAL AND MAPPED VALUES ON PROJECT MAP.	0.75
07/29/14	MEETING WITH RICK TO PREPARE FOR MEETING.	0.50
07/30/14	PREPARED FOR AND ATTENDED CONFERENCE CALL WITH OWNER'S REPRESENTATIVE; UPDATED AERIAL OF SUBJECT, CFX VALUES AND REVIEWED SURVEY.	0.75
08/01/14	REVIEWED CFX UPDATED REPORTS, SURVEY AND CORRESPONDED WITH CONTRACTOR REGARDING SCOPE OF WORK.	0.25
09/18/14	PRO-RATA SHARE OF RESEARCH OF LAND SALES PURCHASED FOR SUBDIVISION DEVELOPMENT.	0.75
09/19/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND CREATED A SUMMARY GRID OF SALES.	1.75
09/22/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND CREATED A SUMMARY GRID OF SALES.	1.25
09/23/14	PRO-RATA SHARE OF WORK ON WRITE-UPS OF SALES.	0.25
09/24/14	PRO-RATA SHARE OF WORK ON WRITE-UPS OF LAND SALES.	0.75
09/25/14	PRO-RATA SHARE OF WORK ON RESEARCH OF LAND SALES, WRITE-UPS AND VERIFICATIONS.	1.00
09/26/14	PRO-RATA SHARE OF VERIFICATION OF SALES; CONTINUED WORK ON SALES RESEARCH AND WRITE-UP OF SALES.	1.50
09/28/14	PRO-RATA SHARE OF VERIFICATION OF SALES; CONTINUED WORK ON SALES RESEARCH AND WRITE-UP OF SALES.	0.75

OWNER	*VILLAGOMEZ-ARRIGA*	KEVIN EATON
PROJECT	*WEKIVA PARKWAY*	
PARCEL(S)	*177*	
COUNTY	*ORANGE*	

DATE	*TYPE OF SERVICE*	*HOURS*
09/29/14	PRO-RATA SHARE OF SALE VERIFICATIONS.	0.75
09/30/14	PRO-RATA SHARE OF VERIFICATION OF SALES AND WORKED ON SALE WRITE-UPS.	1.75
10/01/14	PRO-RATA SHARE OF ADDITIONAL SALES RESEARCH AND REVIEWED WITH RICK.	0.50
10/02/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND RESEARCHED ADDITIONAL DOCUMENTS FOR SALES; MET WITH RICK TO REVIEW.	0.75
10/03/14	PRO-RATA SHARE OF LAND SALES RESEARCH AND RESEARCHED ADDITIONAL DOCUMENTS FOR SALES; MET WITH RICK TO REVIEW.	0.75
	TOTAL HOURS	**16.50**

OWNER	*VILLAGOMEZ-ARRIGA*	COURTNEY ABRAMS
PROJECT	*WEKIVA PARKWAY*	
PARCEL(S)	*177*	
COUNTY	*ORANGE*	

DATE	*TYPE OF SERVICE*	*HOURS*
08/18/14	RESEARCH SALES.	3.00
09/03/14	ANALYSIS OF RESIDENTIAL MARKET.	1.75
09/10/14	PREPARED FOR MEETING.	0.25
09/15/14	PREPARE FOR CONFERENCE CALL; CONFERENCE CALL WITH EXPERTS.	0.50
09/24/14	ANALYSIS OF SALES; MEETING WITH RICK TO REVIEW; CONFERENCE CALL WITH OWNER'S REPRESENTATIVE.	0.75
10/07/14	REVIEW OF LAND PLANNING REPORT; REVIEW OF CONDEMNOR'S APPRAISALS; ANALYSIS OF SUBJECT DATA.	4.00
10/09/14	PULL SUBJECT DOCUMENTS; RESEARCH IMPROVED SALES; ANALYSIS OF SALES; ANALYSIS OF HIGHEST AND BEST USE AFTER; ASSIST WITH APPRAISAL.	8.00
10/10/14	ANALYSIS OF AFTER SALES; ASSIST WITH APPRAISAL; REVIEW OF CONTRACTOR'S COST ESTIMATE; PREPARE CDA COST GRID.	5.00
10/13/14	ASSISTED WITH APPRAISAL; RESEARCH/ANALYSIS OF SALES.	4.00
10/14/14	ASSISTED WITH APPRAISAL; RESEARCH SALES; CONFERENCE WITH RICK TO DISCUSS HIGHEST AND BEST USE AFTER TAKING.	5.25
10/15/14	MEETING WITH RICK TO DISCUSS AFTER SALES; ANALYSIS OF SALES; ASSISTED WITH APPRAISAL.	6.50
10/16/14	ASSIST WITH APPRAISAL; ANALYSIS OF DAMAGES; MEETING WITH RICK TO REVIEW.	3.50
10/17/14	WORKED ON SALE WRITE-UPS AND EXHIBITS; ASSISTED WITH APPRAISAL.	4.75
10/30/14	ASSISTED WITH APPRAISAL.	2.00
11/10/14	PREPARE FOR SITE INSPECTION OF SUBJECT AND COMPARABLES.	1.25

OWNER	*VILLAGOMEZ-ARRIGA*	COURTNEY ABRAMS
PROJECT	*WEKIVA PARKWAY*	
PARCEL(S)	*177*	
COUNTY	*ORANGE*	

DATE	*TYPE OF SERVICE*	*HOURS*
11/11/14	INSPECTED SUBJECT PROPERTY; RESEARCH CONTACT INFORMATION FOR SALES VERIFICATIONS; VERIFIED SALES; REVIEW OF UPDATED ENGINEER REPORT.	3.25
11/12/14	VERIFIED SALES; WORKED ON SALE WRITE-UPS.	2.00
11/13/14	VERIFIED SALES; ASSISTED WITH APPRAISAL/EXHIBITS FOR REPORT.	3.00
11/19/14	INSPECTED SALES WITH RICK.	1.50
11/20/14	VERIFIED SALES.	2.00
11/21/14	ASSISTED WITH APPRAISAL REPORT; WORKED ON ADDENDA.	2.00
11/24/14	WORKED ON ADDENDA; ASSISTED WITH APPRAISAL REPORT.	1.75
11/25/14	ASSISTED WITH ADDENDA.	1.00
	SUBTOTAL	**67.00**
02/02/15	RESEARCH/ANALYSIS OF CONDEMNOR SALES.	3.75
02/03/15	ANALYSIS OF CONDEMNOR SALES; RESEARCH VERIFICATION INFORMATION.	3.00
02/11/15	MEETING WITH RICK TO DISCUSS ALTERNATIVE VALUE ANALYSIS.	1.25
	SUBTOTAL	**8.00**
	TOTAL HOURS	**75.00**

OWNER	*VILLAGOMEZ-ARRIGA*	RICHARD C. DREGGORS, GAA
PROJECT	*WEKIVA PARKWAY*	
PARCEL(S)	*177*	
COUNTY	*ORANGE*	

DATE	*TYPE OF SERVICE*	*HOURS*
05/05/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE AND EXPERTS; REVIEW TAKING ISSUES AND SCOPE OF WORK.	0.75
05/12/14	PREPARE FOR AND MEET AT SITE WITH EXPERTS; INSPECT AREA OF THE TAKING; REVIEW IMPACTS TO REMAINDER.	1.25
05/29/14	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW SCOPE OF WORK; CONFERENCE WITH SURVEYOR; CONFERENCE WITH PLANNER.	0.75
07/29/14	MEETING WITH ASSOCIATE TO PREPARE FOR MEETING WITH PLANNER; CONFERENCE WITH LAND PLANNER.	0.50
07/30/14	MEETING/CONFERENCE WITH EXPERTS TO DISCUSS HIGHEST AND BEST USE AND SCOPE OF WORK/CURES FOR REMAINDER WHERE NEEDED.	0.75
09/17/14	REVIEW ASSEMBLAGE OF LAND IN AREA; CONFERENCE WITH KURT GARBER REGARDING DEADLINES AND UTILITY COSTS NEEDED FROM ENGINEER.	0.75
10/02/14	MEETING WITH ASSOCIATE TO REVIEW SALES.	0.25
10/03/14	MEETING WITH ASSOCIATE TO REVIEW SALES.	0.25
10/14/14	REVIEW AFTER VALUE ANALYSIS; MEETING WITH ASSOCIATE.	1.50
10/15/14	REVIEW AFTER LAND SALES WITH ASSOCIATE; ANALYSIS OF AFTER VALUE.	1.25
10/16/14	REVIEW AFTER VALUE WITH ASSOCIATE.	0.50
10/29/14	REVIEW/WRITE REPORT.	3.25
11/11/14	INSPECT SUBJECT; MEETING WITH OWNERS; ANALYSIS OF DAMAGES.	1.00
11/12/14	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING ENGINEERING REPORT.	0.25
11/19/14	INSPECT SALES.	1.75
	SUBTOTAL	**14.75**

OWNER	*VILLAGOMEZ-ARRIGA*	RICHARD C. DREGGORS, GAA
PROJECT	*WEKIVA PARKWAY*	
PARCEL(S)	*177*	
COUNTY	*ORANGE*	

DATE	*TYPE OF SERVICE*	*HOURS*
01/26/15	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE TO DISCUSS CFX REBUTTAL REPORTS.	0.25
02/11/15	MEETING WITH ASSOCIATE TO REVIEW AFTER VALUE ANALYSIS.	0.75
	SUBTOTAL	**1.00**
	TOTAL HOURS	**15.75**

MADDEN
MOORHEAD & GLUNT, INC.
CIVIL ENGINEERS

431 East Horatio Avenue
Suite 260
Maitland, Fl. 32751

February 25, 2015
Invoice No: 015014.000 - 1

Wilson, Garber & Small, PA
Attn: Mr. J. Christy Wilson, III
437 N. Magnolia Avenue
Orlando, FL 32801-1524

Project 015014.000 Plymouth-Sorrento Road

Basis of Billing: Per Letter of Agreement dated 02/10/2015.
Status: Reviewed documents provided by client including DWI letter, RDG reports, appraisals, and JPA agreement; Reviewed other Apopka annexations to address enclave issue and corresponded with David Moon and Eric Reasch; Completed site inspection of parcels and the Plymouth Sorrento Road corridor; Drafted response letter to DWI for client review; Stopped work 2/26/2015 per client direction.

Invoice Period: January 31, 2015 - February 25, 2015

Professional Services

	Hours	Rate	Amount	
President	31.25	200.00	6,250.00	
Permitting Manager	2.75	85.00	233.75	
Totals	34.00		6,483.75	
Total Labor				6,483.75
		Total this Phase		$6,483.75
		Total this Invoice		$6,483.75

Authorized By: _____

CHARLES MADDEN

1 of 6
1080.63 4788
1080.63 4785
1080.63 4844
1080.62 4782
1080.62 4783
1080.62 4540

EXHIBIT
C

McCree
GENERAL CONTRACTORS & ARCHITECTS

McCree General Contractors and Architects
500 E. Princeton St.
Orlando, FL 32803

Invoice ID 4-671-60-001
Invoice Date 3/18/2015
Job Number 14-671-60

To:

J. Christy Wilson, III
Wilson and Garber P.A.
437 N. Magnolia Avenue
Orlando FL 32801

CFE vs. Felipe
Job Location Villagomez-Arriago
Parcel #177
3350 Plymouth Sorrento
Plymouth FL 32768

Consulting services to date - 3/18/2015

Date	Description	Professional	Position	Hours	Rate	Amount
7/31/2014	File set up	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
8/4/2014	Agreement letter	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
8/4/2014	Meet attorney discuss requirements	Richard McCree, Sr.	Principal	1	$250.00	$250.00
8/4/2014	Print plans	Victor Phan	CADD OPERATOR	0.5	$65.00	$32.50
8/6/2014	View properties & discuss	Richard McCree, Sr.	Principal	2	$250.00	$500.00
8/7/2014	View properties & discuss	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
8/8/2014	Process photos & label	Richard McCree, Sr.	Principal	0.25	$250.00	$62.50
8/13/2014	Set up estimate spreadsheet	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
8/13/2014	Work on estimate	Richard McCree, Sr.	Principal	1	$250.00	$250.00
8/15/2014	Work on estimate	Jeanne Ertle	Estimator	2.75	$135.00	$371.25
8/16/2014	Set up estimate spreadsheet	Richard McCree, Sr.	Principal	1	$250.00	$250.00
8/17/2014	Estimating	Richard McCree, Sr.	Principal	2	$250.00	$500.00
8/18/2014	Estimating	Richard McCree, Sr.	Principal	1	$250.00	$250.00
8/19/2014	Review estimate	Richard McCree, Sr.	Principal	0.5	$250.00	$125.00
8/25/2014	Review & complete estimate	Richard McCree, Sr.	Principal	1	$250.00	$250.00
8/31/2014	Review estimate	Richard McCree, Sr.	Principal	2	$250.00	$500.00
9/11/2014	Revised cost to cure	Richard McCree, Sr.	Principal	0.5	$250.00	$125.00
9/16/2014	Finalize & print final estimate	Richard McCree, Sr.	Principal	0.5	$250.00	$125.00
9/26/2014	File maintenance	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
10/8/2014	Review estimate	Richard McCree, Sr.	Principal	1	$250.00	$250.00
11/14/2014	File maintenance	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
11/21/2014	Update estimate	Richard McCree, Sr.	Principal	1	$250.00	$250.00
11/21/2014	Update estimate	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
1/21/2015	File maintenance	Patricia Theis	Executive Assistant	0.5	$50.00	$25.00
2/16/2015	Update billing	Richard McCree, Sr.	Principal	1	$250.00	$250.00
2/16/2015	Update billing	Patricia Theis	Executive Assistant	1	$50.00	$50.00
		Copies, Mileage, Misc				$500.00
					Cost to Date	$5,091.25

Submitted By: Richard T. McCree, Sr.

M:\JOBS\2014\14-671 CFE vs FELIPE VILLAGOMEZ-ARRIAGA #177\14-671-60\BILLING\BILL\condemnation bill- draft

EXHIBIT
D

PEER

Professional Engineering Resources, Inc.

Engineering, Planning, Permitting

February 17, 2015

Mr. J. Christy Wilson, III Esquire
Wilson, Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

RE: Arriaga - Villagomez adv. CFX
Parcel No. 177
Wekiva Parkway (SR 429)
PEER Job No.: 14-1964

Mr. Wilson:

Please find attached an **PEER** Invoice **14-1964.01** for Engineering services provided by **Professional Engineering Resources, Inc. (PEER, INC.)** for the above referenced case.

The fee charged by **Professional Engineering Resources, Inc.** for the services provided is expected to be paid by CFX.

I hope this invoice meets with your approval. If you have any questions, please do not hesitate to contact me.

Thank you for allowing **Professional Engineering Resources, Inc.** the opportunity to work with you on this case.

Sincerely,

Paul V. Sherma, P.E.

P:\WPDOCS\2014 JOBS\1964\christy.wpd

10225 Ulmerton Road, Suite 4-D • Largo, FL 33771
(727) 408-5207 • Fax (727) 408-5223 • E-mail: peer@tampabay.rr.com

EXHIBIT
E

PEER

PEER INVOICE NUMBER 14 - 1964 .01

PROPERTY OWNER: Arriaga - Villagomez

CLIENT: Wilson, Garber, P.A.

DATE: February 17, 2015

SECTION A - DESCRIPTION OF SERVICES :

I. Paul V. Sherma, P. E. : Expert Witness

10.60 Hrs. X $ 235.00 / hour = $ 2,491.00

II. Staz Guntek, Engineering Technician II

9.80 X $ 150.00 / hour = $ 1,470.00

III. Out - of - Pocket Expenses :

Photocopies	$ 7.00
Index Sets	$ 00.00
Laser Paper (11" x 17")	$ 18.00
Postage	$ 00.00
Mileage	$ 26.47
Report Covers and Combs	$ 00.00
Photographs	$ 00.00
Color Copies	$ 11.00
SUBTOTAL OUT-OF-POCKET EXPENSES	$ 62.47

TOTAL AMOUNT DUE **$ 4,023.47**

PEER

PEER INVOICE NUMBER 14 -1964 .01

NAME : Paul V. Sherma POSITION : Expert Witness

DATE	DESCRIPTION	NO . OF HOURS
5 - 07 - 14	Meeting with Mr. J. Christy Wilson, Mr. Kurt Garber, Mr. Rick Dreggors and Mr. Mike Rudd	0.50
5 - 09 - 14	Review CFX Engineering Plans and Right of Way Map; Prepare information for site inspection	0.50
5 - 12 - 14	Site inspection with Mr. J. Christy Wilson, Mr. Kurt Garber, Mr. Rick Dreggors; Mr. Mike Rudd and Mr. Eric Rahenkamp	1.00
6 - 23 - 14	Review fill, Review survey, Prepare for deposition	0.50
6 - 25 - 14	Had deposition taken	0.50
7 - 01 - 14	Review deposition transcript	0.25
8 - 07 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Prepare Exhibits; Coordinate with CADD Department; Review Survey; Prepare Report	1.75
8 - 08 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Prepare Exhibits; Coordinate with CADD Department; Review Survey; Prepare Report	1.25
10 - 06 - 14	Review CFX Engineering Plans; Review CFX Appraisal; Prepare Exhibits; Coordinate with CADD Department; Review Survey; Prepare Report	1.00
11 - 10 - 14	Telephone conference with Mr. J. Christy Wilson; Prepare Exhibits; Coordinate with CADD Department; Prepare Report	1.00
11 - 11 - 14	Prepare Exhibits; Coordinate with CADD Department; Prepare Report	0.25
12 - 15 - 14	Coordinate with CADD Department on Engineering Plans received from Mr. J. Christy Wilson	0.10
2 - 17 - 15	Estimated time to prepare for deposition and have deposition taken	2.00
	TOTAL NO. OF HOURS	**10.60**

PEER

PEER INVOICE NUMBER 14 - 1964.01

NAME : Staz Guntek

POSITION : Engineering Technician IV

DATE	DESCRIPTION	NO . OF HOURS
5 - 07 - 14	Prepare Exhibits for site meeting	0.50
5 - 14 - 14	Prepare Exhibits for site meeting	0.25
6 - 23 - 14	Plot survey	0.10
6 - 24 - 14	Print photographs	0.10
8 - 06 - 14	Prepare Exhibits	2.00
8 - 07 - 14	Prepare Exhibits	2.00
8 - 25 - 14	Prepare Exhibits	2.25
8 - 26 - 14	Prepare Exhibits	2.50
12 - 15 - 14	Check Engineering Plans	0.10
	TOTAL NO. OF HOURS	**9.80**

revd in accts
RECEIVED
ORLANDO, FL
AUG 11 2014
WILSON & GARBER, P.A.

PGA TITLE, INC.
CUSTOMER INVOICE
115 TIMBERLACHEN CIRCLE, SUITE 2005
LAKE MARY, FL 32746

PHONE (407) 302-6681 **FAX (407) 302-6684**

DATE: 07/07/2014

TO: Barbara Karlsson FILE#: HARPER

Ownership & Encumbrance Report

FILE(S)	COUNTY	TOTAL
HARPER	Orange	$ 450.00

CASE: duplicate
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 8/14/14
CHECK #: 8404
AMOUNT: 450.00

4784 4852
4785 4782
4844
4540
4791
4783

56.25 each

TOTAL AMOUNT DUE: $ 450.00

THANK YOU, PLEASE ORDER AGAIN!

NOTE: PLEASE INCLUDE ORDER NUMBER WITH PAYMENT.

EXHIBIT
E

Rahenkamp Design Group, Inc.

Invoice submitted to:

Mr. Kurt Garber
Wilson & Garber, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801-1524

February 17, 2015

In Reference To: Job #14.093, OOCEA v. Felipe Villagomez-Arriaga
Project: Wekiva Parkway
Parcel No. 177

For Professional Services Rendered:

		Hours	Fees
05/06/14	Meeting with Kurt Garber re: review of parent tract, access issues, collaboration with adjoining parcel owners, review of taking	0.80	180.00
05/12/14	Inspect subject property & surrounding neighborhood with Kurt Garber, Christy Wilson, Paul Sherma, Rick Dreggors & Mike Rudd	1.00	225.00
05/18/14	Review OOCEA appraisal report (Bullard, Hall & Adams)	1.20	270.00
06/20/14	Prepare base sheet per add title block information, surrounding parcels and aerials	0.80	76.00
06/23/14	Review survey plans prepared by Michael Rudd	0.20	8.40
	Meeting with Kelsey Trujeque re: base sheet preparation	0.40	60.00
06/24/14	Prepare ownership exhibit of subject parcel and surrounding parcels	0.20	19.00
06/26/14	Prepare Existing Conditions plan per add existing buildings, fences, driveways, parent tract, Parcel 177 and associated labels	2.80	266.00
07/24/14	Meeting with Kelsey Trujeque re: survey prepared by Michael T. Rudd for subject property	0.20	30.00
	Review construction plans to determine extent of project	0.20	19.00
	Conversation with Steve Semonich re: absence of Limited Access Right of Way line in survey; conversation with Steve Semonich re: location of proposed roadway	0.20	8.40
07/25/14	Prepare Future Conditions plan per insert FDOT roadway plans to add proposed southbound State Road 429, northbound State Road 429 and pertinent off-site improvements	6.40	608.00

Development Services • Golf Course Architecture • Eminent Domain
Landscape Architecture • Land Use Planning
(LC0001393)

2816 S. MacDill Avenue
Tampa, FL 33629
Ph: (813) 835-4022 • Fx: (813) 835-9226
Eric@RDGroup.org • www.RDGroup.org

EXHIBIT
G

		Hours	Fees
07/25/14	Review FDOT construction plans to determine extent of project	0.40	38.00
07/28/14	Prepare Future Conditions plan per add Plymouth Sorrento Road, striping, Pond 203-2A, and labels on roads and pertinent off-site improvements	2.00	190.00
	Review Construction Plans and print applicable sheets for subject property	0.40	16.80
07/29/14	Meeting with Kelsey Trujeque re: Existing and Future Conditions plans	0.20	30.00
	Print Existing Conditions plan and Future Condition plan; convert Existing Conditions plan and Future Condition plan to PDFs	0.20	19.00
	Research Future Land Use and zoning district regulations applicable to subject property	0.40	60.00
	Review preliminary Existing & Future Conditions plans; review file in preparation for consultant meeting	0.40	90.00
07/30/14	Conference call with Rick Dreggors, Paul Sherma, Kurt Garber & Christy Wilson re: review of parent tract and taking(s), highest & best use issues, regulatory issues, potential annexation & density	0.40	90.00
	Meeting with Eric Rahenkamp and Steve Semonich re: Ownership Map Existing Conditions plan and Future Conditions plan	0.20	8.40
	Meeting with Eric Rahenkamp and Kelsey Trujeque re: Existing and Future Conditions plan preparation and theory of highest and best use	0.20	30.00
	Meeting with Kelsey Trujeque re: preparation of Existing and Future Conditions master parent tract plans	0.20	30.00
	Prepare Existing Conditions plan per add parent tract and existing improvements into Ownership Map	0.20	19.00
07/31/14	Prepare Existing Conditions plan per add hatch and text to highlight acquisition when overlaid on aerial	0.80	76.00
08/01/14	Prepare Existing Conditions plan per add labels on existing improvements on Ownership Map	1.00	95.00
	Prepare Future Conditions plan per add State Road 429, ponds, wetlands and Limited Access Right of Way to Ownership Map	0.80	76.00
08/04/14	Conversation with Edith Torres with City of Apopka re: schedule meeting to discuss development potential of subject property	0.20	30.00
	Contact Orange County to schedule meeting to discuss development potential of subject property	0.20	30.00
	Research approvals for Kelly Park Crossing DRI; research regulations applicable to Wekiva Study Area	0.40	60.00
	Prepare Ownership Map exhibit per add property boundary and parcel identification	0.40	48.00
08/05/14	Prepare E-mail to Edith Torres with City of Apopka re: schedule meeting to discuss annexation of subject property	0.20	30.00
	Research City of Apopka and Orange County regulations applicable to Wekiva Study Area and Wekiva Parkway Interchange Plan Area	0.40	60.00

		Hours	Fees
08/05/14	Prepare tax map, aerial map, Future Land Use map and Zoning map	1.00	120.00
	Compose email to Bonnie Smith, City of Apopka Utilities Department re: utilities for subject property	0.20	8.40
	Telephone conversation with Bonnie Smith, City of Apopka Utilities Department re: utilities for subject property	0.20	8.40
08/06/14	Prepare Existing Conditions plan per add easement note	0.60	72.00
	Prepare Future Conditions plan per add labels to State Road 429 and future improvements in Ownership Map	0.60	72.00
	Prepare location map, Tax Map enlargement, Zoning enlargement, Future Land Use enlargement exhibits	1.80	216.00
	Research zoning of adjacent properties in City of Apopka	1.20	144.00
	Meeting with Kelsey Trujeque re: Zoning In Progress properties within subject neighborhood	0.80	120.00
08/07/14	Prepare Zoning enlargement and Future Land Use enlargement exhibits to reflect zoning classifications provided by City in Zoning In Process classifications	2.60	312.00
	Conversation with Kyle Wilkes from Apopka Planning and Zoning Department re: Mixed Use zoning classification and obtaining Zoning classifications for recently annexed properties adjacent to subject property; compose email to Kyle Wilkes from Apopka Planning and Zoning Department re: parcel numbers for Zoning In Progress classification; prepare Telephone Conversation Report	0.40	48.00
	Meeting with Kelsey Trujeque re: exhibit preparation	0.20	24.00
	Research City of Apopka Comprehensive Plan and Land Development Code regulations pertinent to highest and best use of subject property; prepare for meeting with Dave Moon with City of Apopka	0.60	90.00
08/08/14	Meeting with David Moon and Rogers Beckett with the City of Apopka re: highest and best use of subject property per annexation; review and obtain Kelly Park Crossing DRI documents and Wekiva Parkway Interchange Plan	1.00	150.00
	Prepare memo for utilities pertaining to subject property	0.20	8.40
	Dictate Telephone Conversation Report re: clarification of classification on Zoning Map from City of Apopka	0.40	48.00
	Prepare Job Meeting Report re: meeting with David Moon with City of Apopka	0.20	30.00
08/11/14	Meeting with Kelsey Trujeque re: ponds and flood management areas	0.60	72.00
	Prepare Existing Conditions plan per add 100 year flood line and associated labels	0.80	96.00
	Review Kelly Park Crossing Development Order	0.20	45.00
	Prepare Existing Conditions plan per add background masks to text	0.40	48.00

		Hours	Fees
08/11/14	Prepare Future Conditions plan per add 100 year flood line and associated labels	0.80	96.00
	Conversation with Jennifer Dubois with Orange County re: development potential of subject property and JPA Agreement; coordinate meeting with pertinent staff to review development potential of subject property	0.60	90.00
	Prepare E-mail to Jennifer Dubois with Orange County re: list of subject property parcels	0.20	30.00
	Review Orange County/City of Apopka JPA Agreement per development entitlements of subject property and surrounding properties; review City of Apopka Interchange Plan per development regulations applicable to subject property	3.40	510.00
08/12/14	Print Existing Conditions plan, Existing Conditions plan with aerial, Future Conditions plan, Future Conditions plan with aerial and exhibits for review	0.80	76.00
	Review City of Apopka/Orange County approved JPA Agreement and associated amendments; review Kelly Park Crossing DRI per annexation potential as proposed by David Moon with City of Apopka	0.40	60.00
08/13/14	Prepare Existing Conditions plan per adjust 100 Year Flood Line hatch to be more visible	3.00	360.00
	Print and convert plans into PDF format	0.20	19.00
08/21/14	Print Existing Conditions Ownership Map and Future Conditions Ownership Map	0.40	48.00
	Prepare Existing Conditions Ownership Map per add Parcel 187	0.60	72.00
08/27/14	Conversation with Diane Smith from Wilson & Garber, P.A. re: finalizing plans	0.20	24.00
	Convert plans to PDF format; print Existing Conditions plan, Existing Conditions plan with aerial, Future Conditions plan and Future Conditions plan with aerial	0.80	76.00
	Meeting with Kelsey Trujeque re: reducing PDF size to be sent via email	0.20	24.00
08/28/14	Prepare package of plans to Kurt Garber	1.20	114.00
09/11/14	Meeting with Eric Rahenkamp re: water/sewer utilities and annexation alternatives	0.20	30.00
	Conference call with Kurt Garber and Eric Rahenkamp re: highest and best use	0.20	30.00
	Conference call with Rick Dreggors, Paul Sherma, Kurt Garber & Christy Wilson re: regulatory issues, highest & best use issues; conversation with Kurt Garber re: annexation issues, permissible density	0.40	90.00
09/14/14	Review Interlocal Agreement, First Amendment & Second Amendment; review Wekiva Parkway Interchange Plan	0.40	90.00
09/15/14	Conference call with Paul Sherma, Rick Dreggors, Kurt Garber & Christy Wilson re: annexation issues, highest & best use	0.20	45.00

		Hours	Fees
09/15/14	Conference call with Paul Sherma, Rick Dreggors, Kurt Garber & Christy Wilson re: annexation issues, highest & best use	0.20	45.00
	Review Joint Planning Area Agreement and Interchange Plan for density regulations	0.60	90.00
	Research proposed utility information for subject neighborhood	0.60	90.00
	Prepare E-mail to Paul Sherma re: utility research	0.20	30.00
	Dictate land planning report	3.40	765.00
09/22/14	Prepare preliminary Exlsting Conditions plan for parent parcel	0.20	45.00
	Meeting with Eric Rahenkamp and Steve Semonich re: future conditions and area of subject property	2.00	240.00
	Prepare Existing Conditions plan per add proposed conditions and confirm area calculations of subject property and acquisition	5.40	648.00
	Meeting with Eric Rahenkamp and Kelsey Trujeque re: preparation of land planning report	0.20	30.00
	Meeting with Kelsey Trujeque re: area calculations of subject property	0.40	60.00
	Prepare Future Conditions plan per add proposed conditions and confirm area calculations of remaining property	2.20	264.00
	Dictate land planning report	3.40	510.00
	Meeting with Kelsey Trujeque re: reviewing construction plans per identify property elevation	0.20	24.00
	Print and convert plans and exhibits to PDF format; consolidate plans into single PDF; consolidate exhibits into single PDF	0.80	96.00
	Edit land planning report	0.80	180.00
	Review Orange County and City of Apopka regulations per preparation of land planning report	2.40	360.00
09/23/14	Prepare Northwest Small Area Plan and Northwest Small Area Plan (Enlargement) exhibits	3.40	408.00
	Telephone conversation with Kelsey Trujeque & Kurt Garber re: Phil's Lane easement width(s); entitlements for entire joint community	0.80	180.00
	Edit land planning report per additional parcel, access issues	1.80	405.00
	Telephone conversation with Paul Sherma re: utility connection points	0.20	45.00
	Meeting with Kelsey Trujeque re: exhibit preparation and enlargements	0.40	48.00
09/24/14	Prepare Existing Conditions Proposed plan per add Parcel 187	2.20	264.00
	Meeting with Kelsey Trujeque re: color palette selection, overlaying plans on aerial images and exhibit enlargements	1.20	144.00
	Research Harper Parcel to confirm area; research Orange County and City of Apopka Comprehensive Plans re: growth projections, proposed utilities along Plymouth Sorrento Road and city Planned Unit Development zoning; research comparable subdivisions within proximity to subject property	4.40	528.00
	Meeting with Steve Semonich re: area of Parcel 187, subdivision comparables and areas of combined parcels	1.00	120.00

		Hours	Fees
09/24/14	Convert plans and exhibits into PDF format; compress aerial plans document size for e mailing	1.00	120.00
	Convert plans and exhibits into PDF format	0.80	76.00
	Meeting with Kelsey Trujeque re: finalization of land planning report	0.40	60.00
	Research historic references of utility expansion with subject neighborhood; research Orange County and City of Apopka Comprehensive plan provisions related anticipated growth within subject neighborhood	1.60	240.00
	Conversation with Rogers Beckett with City of Apopka re: Comprehensive Plan Policy 3.5	0.20	30.00
	Dictate land planning report	0.60	90.00
09/25/14	Research comparable subdivisions within proximity to subject property	1.80	216.00
	Meeting with Steve Semonich re: comparable subdivision in proximity to subject property	1.00	120.00
	Meeting with Kelsey Trujeque re: subdivision locations in relationship to subject property; meeting with Kelsey Trujeque and Steve Semonich re: exhibit preparation and subdivision selection for comparable subdivision exhibits	0.60	72.00
	Convert plans into PDF format	0.20	19.00
	Edit land planning report	0.40	90.00
	Research Orange County and City of Apopka secondary road regulations; research historic references of necessity to widen Plymouth Sorrento Road	1.60	240.00
	Meeting with Kelsey Trujeque re: plans and exhibits for land planning report	1.00	150.00
09/26/14	Meeting with Kelsey Trujeque re: AutoCAD layers and color palette	0.60	72.00
	Print and convert plans and exhibits into PDF format; consolidate plans into single PDF; consolidate exhibits into single PDF; print and convert final plans and exhibits into PDF format	1.00	95.00
	Conversation with Steve Semonich and Rick Dreggors re: comparable subdivisions	0.20	24.00
	Dictate land planning report	3.00	450.00
	Prepare E-mail to Kurt Garber re: land planning report	0.20	30.00
	Conversation with Kurt Garber re: land planning report	0.20	30.00
	Meeting with Kelsey Trujeque re: preparation of land planning report exhibits	0.40	60.00
	Print plans and exhibits for final land planning report	0.40	38.00
09/29/14	Research comparable subdivisions within proximity to subject property	2.00	240.00
09/30/14	Conversation with Kurt Garber re: utility information	0.20	30.00
10/01/14	Dictate land planning report	0.80	120.00
	Research Orange County and City of Apopka school capacity data	0.40	60.00

		Hours	Fees
10/02/14	Research Orange County and City of Apopka school capacity data	0.20	30.00
12/07/14	Review PEER engineering report	0.60	135.00
12/23/14	Review Central Florida Expressway Authority appraisal (Bullard, Hall & Adams)	0.60	135.00
02/04/15	Review summation prepared by Donald W. McIntosh Associates, Inc.	0.20	30.00
02/05/15	Review City of Apopka and Florida Statutes per annexation	0.20	30.00
	Conference call with Rick Dreggors, Courtney Abrams, Paul Sherma and Kurt Garber re: discuss report prepared by Donald McIntosh Associates, Inc.	0.20	30.00
	Total Professional Services:	113.20	$15,293.20

For Expenses Incurred:

	121.60
B&W Xerox:	2.75
Binding:	184.45
Color Xerox:	14.40
Glossy Plots:	
	$323.20
Total Expenses:	$15,616.40
Total This Invoice:	

Balance Now Due: **$15,616.40**

Filing # 26737258 E-Filed 04/30/2015 01:53:03 PM

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INVOICE

July 23, 2014

PARCEL 177
Felipe Villagomez-Arriaga
c/o. Kurt Garber, Wilson & Garber, P.A.
attn: Diane Smith

Email

CASE: Vellon Homes
IC/SU #: 9782
APPROVED BY:
DATE:
PAID DATE: 8/14/14
CHECK #: 18446
AMOUNT: 4300.00 / 1237.00

Project Name: **PARCEL 177**

For professional services in connection with the preparation of a boundary and topographic survey for the above referenced project. Including the research of the public records, review of survey by others, field surveying and mathematical breakdown of the NE ¼ and SE ¼ of Section 24-20-27, the detail location and confirmation of all fencing, all manmade improvements, gates, well and access rights. Location of the parole evidence of boundary line occupation and determination of Deed corners. Review S.R. 429 (Wekiva Parkway) Right of Way Maps and Taking documents verifying the acreage and delineate on final map of survey. The preparation of a final survey drawing depicting all the above mentioned improvements and access rights.

Staff Person	Hours	Rate	Total
Professional Land Surveyor	6 hours	$ 87.50/hr.	525.00
Field Survey Crew (Robotic/ATV)	16 hours	$ 95.00/hr.	1520.00
CAD /Survey Technician	32 hours	$ 65.00/hr.	2080.00
Administrative	3 hours	$ 40.00/hr.	120.00
Totals			$4,245.00

Out of pocket expenses (maps, plats, reproduction, etc.) est. $ 55.00

TOTAL FEE **$4,300.00**

PLEASE MAKE CHECKS PAYABLE TO:

MICHAEL T. RUDD
1210 BAHAMA DRIVE
ORLANDO, FLORIDA 32806

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RUDD
MICHAEL RUDD & ASSOCIATES, LLC

INVOICE – No. 120a

February 12, 2015

Wekiva Parkway-SR429

133.41 133.41 4785, 4789, 4844, 133.41 4781 133.41

CASE:
IC/BU #:
APPROVED BY:
DATE:
PAID DATE: 2/19/15
CHECK #: 18615
AMOUNT: 533.65

Wekiva Parkway-SR429
Wilson & Garber, P.A.
c/o Diane Smith

Via Email

Project Name: **WEKIVA PARKWAY-SR429**

Preparation of Survey report booklets and associated documents for court which includes the administrative, blueprints, and supplies.

Administrative:	9hrs @ $40 per	$ 360.00
Blueprints:		$ 13.21
Supplies (paper, toner, binders)		$ 160.44
Total amount due this Invoice		**$ 533.65**

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July 23, 2014 WILSON & GARBER, P.A.

HOLD

Wekiva Parkway – SR 429
PARCELS 177, 180, 185, 186,188 & HARPER
Expert Witness Services
c/o. Kurt Garber, Wilson & Garber, P.A.
attn: Diane Smith

CASE: Wekiva Corr
IC/SU #:
APPROVED BY:
DATE:
PAID DATE:
CHECK #:
AMOUNT:

4784, 4785, 4844, 4570, 4783, 4782, 4781, 4780

Email

Project Name: **Expert Witness**

For professional services in connection with the preparation of Expert Witness efforts for the above referenced Project. Including but not limited to preparation for Deposition, attending Deposition, preparing for Trial and attending trial.

Staff Person	Hours	Rate	Total
Professional Land Surveyor	20 hours	@ $ 87.50/hr.	1,750.00
Administrative	28 hours	@ $ 40.00/hr.	1,1120.00
Totals			$2,870.00

Out of Pocket Expenses (reproduction etc. etc.) $100.64

TOTAL FEE **$ 2,970.64**

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ORLANDO, FLORIDA 32806

445.11

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Kurt H. Garber, Esquire
Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

Invoice No.	Invoice Date	Job No.
149135	6/27/2014	167723
Job Date	**Case No.**	
6/25/2014	2014CA003698O	
Case Name		
Orlando-Orange County Expressway Authority vs. Darrell and Katie Reid, et al.		
Payment Terms		
Net 30		

1 CERTIFIED COPY OF TRANSCRIPT OF:		
Michael T. Rudd	~~16.00~~ Pages	135.70
ASCII, Condensed		35.00
Delivery, Shipping and Handling		20.00
1 CERTIFIED COPY OF TRANSCRIPT OF:		
Paul Sherma	~~42.00~~ Pages	123.90
ASCII, Condensed		35.00
	TOTAL DUE >>>	**$349.60**

CASE: Wekiva Pkwy Cases
IC/SU #:
APPROVED BY: 2/2/0
DATE: 12/1/14
PAID DATE: 7/3/14
CHECK #: 18360
AMOUNT: 349.60 / 374.35

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Tax ID: 59-2754282

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Kurt H. Garber, Esquire
Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

Job No. : 167723 BU ID : Central FL
Case No. : 2014CA003698O
Case Name : Orlando-Orange County Expressway Authority vs. Darrell and Katie Reid, et al.
Invoice No. : 149135 Invoice Date : 6/27/2014
Total Due : $ 349.60

PAYMENT WITH CREDIT CARD AMEX VISA

Cardholder's Name:
Card Number:
Exp. Date: Phone#:
Billing Address:
Zip: Card Security Code:
Amount to Charge:
Cardholder's Signature:

Remit To: **Orange Legal, Inc.**
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Orlando, FL 32803

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ORLANDO, FL.
JUL 02 2014

Invoice No.	Invoice Date	Job No.
149456	6/30/2014	167723
Job Date	**Case No.**	
6/25/2014	2014CA003698O	
Case Name		
Orlando-Orange County Expressway Authority vs. Darrell and Katie Reid, et al.		
Payment Terms		
Net 30		

Kurt H. Garber, Esquire
Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

WILSON & GARBER, P.A

Michael T. Rudd- w/ exhibits		
Exhibit Charge - Scan Only	19.00 Pages	4.75
Exhibit Charge		20.00
	TOTAL DUE >>>	**$24.75**

Reference No. : 165658

Scanned and emailed Exhibits only. Exh Pet.B was an over sized scan.

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CASE:
ICISU #:
APPROVED BY: RAM
DATE: 7/2/14
PAID DATE: 7/3/14
CHECK #: 18360
AMOUNT: 24.75 / 374.35

IC 4782 46.79
83 46.79
84 46.79
85 46.79
91 46.79
4844 46.80
4852 46.80
4540 46.80

Tax ID: 59-2754282

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Kurt H. Garber, Esquire
Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

Job No. : 167723 BU ID : Central FL
Case No. : 2014CA003698O
Case Name : Orlando-Orange County Expressway Authority vs. Darrell and Katie Reid, et al.
Invoice No. : 149456 Invoice Date : 6/30/2014
Total Due : $ 24.75

PAYMENT WITH CREDIT CARD AMEX MasterCard VISA

Cardholder's Name:
Card Number:
Exp. Date: Phone#:
Billing Address:
Zip: Card Security Code:
Amount to Charge:
Cardholder's Signature:

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Invoice No.	Invoice Date	Job No.
152378	7/24/2014	171596
Job Date	**Case No.**	
7/18/2014	2014CA003641O	
Case Name		
Central Florida Expressway Authority vs. Robert Strier & Adls Strier		
Payment Terms		
Net 30		

J. Christy Wilson, III, Esquire
Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

WILSON & GARBER, P.A.

1 CERTIFIED COPY OF TRANSCRIPT OF:		
Hearing before the Honorable John Marshall Kest, Volume I & II	301.00 Pages	887.95
ASCII, Condensed		35.00
E-mail transcript		0.00
Delivery	11787 Leah	20.00
	TOTAL DUE >>>	**$942.95**

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4784, 4785, 4844, 4540, 4791, 4783, 4852, 4782

CASE Wekiva Corr
IC/SU #:
APPROVED BY
DATE
PAID DATE 7/30/14
CHECK # 18385
AMOUNT 942.95

Tax ID: 59-2754282

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J. Christy Wilson, III, Esquire
Wilson, Garber & Small, PA
437 N. Magnolia Avenue
Orlando, FL 32801

Job No. : 171596 BU ID : Central FL
Case No. : 2014CA003641O
Case Name : Central Florida Expressway Authority vs. Robert Strier & Adls Strier
Invoice No. : 152378 Invoice Date : 7/24/2014
Total Due : $ 942.95

PAYMENT WITH CREDIT CARD

Cardholder's Name:
Card Number:
Exp. Date: Phone#:
Billing Address:
Zip: Card Security Code:
Amount to Charge:
Cardholder's Signature:

Remit To: **Orange Legal, Inc.**
633 East Colonial Drive
Orlando, FL 32803

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100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394
TEL: 888-811-3408 FAX: 561-290-1595
billing@phippsreporting.com • www.phippsreporting.com

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Invoice No.	Invoice Date	Job No.
19496	7/9/2014	11981
Job Date	**Case No.**	
6/24/2014	2014-CA-3592-0	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

J. Christy Wilson
Wilson & Garber, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE:
CHECK #:
AMOUNT:

DEPOSITION TRANSCRIPT OF: Deborah Keeter	32.00	Pages	@	4.25	136.00
E-Litigation Package				35.00	35.00
DEPOSITION TRANSCRIPT OF: Chad Durrance	86.00	Pages	@	4.25	365.50
E-Litigation Package				35.00	35.00
DEPOSITION TRANSCRIPT OF: Harry Collison	34.00	Pages	@	4.25	144.50
Deposition: First Hour				75.00	75.00
Deposition: Additional Hour(s)	5.00	Hours	@	50.00	250.00
E-Litigation Package				35.00	35.00
Shipping and Handling				15.00	15.00
				TOTAL DUE >>>	**$1,091.00**

4791 4784
4782 4785
4852 4844
4783 4540

2014-CA-3641-O
201-CA-3658-O
201-CA-3636-O

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 7/26/14
CHECK #: 19381
AMOUNT: 1091.00 / 299 7.75

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

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J. Christy Wilson
Wilson & Garber, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801

Invoice No. : 19496
Invoice Date : 7/9/2014
Total Due : $ 1,091.00

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Job No. : 11981
BU ID : 2-Central
Case No. : 2014-CA-3592-0
Case Name : Orlando-Orange County Expressway vs. Kenneth Grimm

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Phipps Reporting
100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394
TEL: 888-811-3408 FAX: 561-290-1595
billing@phippsreporting.com • www.phippsreporting.com

Invoice No.	Invoice Date	Job No.
19574	7/1/2014	11979
Job Date	**Case No.**	
6/18/2014	2014-CA-3592-O	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

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J. Christy Wilson
Wilson & Garber, P.A.
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Orlando, FL 32801

DEPOSITION TRANSCRIPT OF: David Hall	74.00 Pages	@	4.25	314.50
E-Litigation Package			35.00	35.00
DEPOSITION TRANSCRIPT OF: Glenn Pressimone	56.00 Pages	@	4.25	238.00
Deposition: First Hour			75.00	75.00
Deposition: Additional Hour(s)	2.00 Hours	@	50.00	100.00
E-Litigation Package			35.00	35.00
Shipping and Handling			15.00	15.00
TOTAL DUE >>>				**$812.50**

4784, 4785, 4844, 4540, 4783, 4791, 4782, 4852

CASE:
JC/SU #:
APPROVED BY:
DATE:
PAID DATE: 7/25/14
CHECK #: 18381
AMOUNT: 812.50 / 299775

201-CA-3658-O
201-CA-3636-O
2014-CA-3641-O

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson
Wilson & Garber, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801

Invoice No. : 19574
Invoice Date : 7/1/2014
Total Due : $ 812.50

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Job No. : 11979
BU ID : 2-Central
Case No. : 2014-CA-3592-O
Case Name : Orlando-Orange County Expressway vs. Kenneth Grimm

INVOICE

Phipps Reporting
100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394
TEL: 888-811-3408 FAX: 561-290-1595
billing@phippsreporting.com • www.phippsreporting.com

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ORLANDO, FL
JUL 18 2014
WILSON & GARBER, P.A.

Invoice No.	Invoice Date	Job No.
19589	6/30/2014	11980
Job Date	**Case No.**	
6/23/2014	2014-CA-3592-0	
Case Name		
Orlando-Orange County Expressway vs. Kenneth Grimm		
Payment Terms		
Due upon receipt		

J. Christy Wilson
Wilson & Garber, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801

DEPOSITION TRANSCRIPT OF: Scott Bear	35.00 Pages	@	4.25	148.75
E-Litigation Package			35.00	35.00
DEPOSITION TRANSCRIPT OF: Debra Reddick	52.00 Pages	@	4.25	221.00
E-Litigation Package			35.00	35.00
DEPOSITION TRANSCRIPT OF: Deborah Poindexter	54.00 Pages	@	4.25	229.50
Deposition: First Hour			75.00	75.00
Deposition: Additional Hour(s)	6.00 Hours	@	50.00	300.00
E-Litigation Package			35.00	35.00
Shipping and Handling			15.00	15.00
			TOTAL DUE >>>	**$1,094.25**

4784, 4785, 4844, 4540, 4791, 4782, 4857, 4783

2014-CA-3641-O
201-CA-3658-O
201-CA-3636-O

CASE: Wekiva
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 7/28/14
CHECK #: 1838
AMOUNT: 1094.25/2997.78

Tax ID: 90-0628164

Phone: 407-843-4321 Fax:407-423-1505

Please detach bottom portion and return with payment.

J. Christy Wilson
Wilson & Garber, P.A.
437 N. Magnolia Avenue
Orlando, FL 32801

Invoice No. : 19589
Invoice Date : 6/30/2014
Total Due : $ 1,094.25

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Job No. : 11980
BU ID : 2-Central
Case No. : 2014-CA-3592-0
Case Name : Orlando-Orange County Expressway vs. Kenneth Grimm

INVOICE

Phipps Reporting
100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394
TEL: 888-811-3408 FAX: 561-290-1595
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Invoice No.	Invoice Date	Job No.
24129	1/15/2015	16265
Job Date	**Case No.**	
1/6/2015	2014-CA-3641-O	
Case Name		
Orlando-Orange County Expressway Authority vs. Robert Strier		
Payment Terms		
Due upon receipt		

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ORLANDO, FL
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J. Christy Wilson
Wilson & Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

HEARING TRANSCRIPT BEFORE: Judge John Marshall Kest		126.75
Hearing: Appearance First Hour	95.00	95.00
E-Litigation Package	35.00	35.00
Shipping and Handling	15.00	15.00
	~~TOTAL DUE~~ >>>	**$271.75**
	AFTER 3/1/2015 PAY	$298.93

4784, 4785, 4844, 4782

CASE:
ICN#:
APPROVED BY:
DATE:
PAID DATE 2/5/15
CHECK #: 18607
AMOUNT 271.75

Thanks for choosing Phipps Reporting!

Payment is not contingent upon client reimbursement. Accounts not paid in full within 30 days accrue interest at the rate of 1.5% per month. If an attorney is engaged to collect any unpaid amount you are responsible for the attorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$271.75**

Phone: 407-843-4321 Fax:407-423-1505

Tax ID: 90-0628164

Please detach bottom portion and return with payment.

J. Christy Wilson
Wilson & Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

Invoice No. : 24129
Invoice Date : 1/15/2015
Total Due : $ 271.75

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Job No. : 16265
BU ID : 2-Central
Case No. : 2014-CA-3641-O
Case Name : Orlando-Orange County Expressway Authority vs. Robert Strier

INVOICE

Phipps Reporting
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ORLANDO, FL
FEB 04 2015

WILSON & GARBER, P.A.

Invoice No.	Invoice Date	Job No.
24324	1/30/2015	16662
Job Date	**Case No.**	
1/21/2015	2014-CA-3658-O	
Case Name		
Central Florida Expressway Authority vs. John Humason		
Payment Terms		
Due upon receipt		

J. Christy Wilson
Wilson & Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

HEARING TRANSCRIPT BEFORE:		
Judge John Marshall Kest		8.00
Hearing: Appearance First Hour	95.00	95.00
	TOTAL DUE >>>	**$103.00**
	AFTER 3/16/2015 PAY	$113.30

Thanks for choosing Phipps Reporting!

Payment is not contingent upon client reimbursement. Accounts not paid in full within 30 days accrue interest at the rate of 1.5% per month. If an attorney is engaged to collect any unpaid amount you are responsible for the attorney's fees and all costs of collection. Any litigation to collect past due accounts shall be in Palm Beach County, Florida.

CASE 4784, 4785, 4844, 4782
IC/SU #
APPROVED BY:
DATE:
PAID DATE: 2/12/15
CHECK #: 18012
AMOUNT: 103.00

25.75 each

(-) Payments/Credits:	0.00
(+) Finance Charges/Debits:	0.00
(=) New Balance:	**$103.00**

Phone: 407-843-4321 Fax:407-423-1505

Tax ID: 90-0628164

Please detach bottom portion and return with payment.

J. Christy Wilson
Wilson & Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

Invoice No. : 24324
Invoice Date : 1/30/2015
Total Due : $ 103.00

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Job No. : 16662
BU ID : 2-Central
Case No. : 2014-CA-3658-O
Case Name : Central Florida Expressway Authority vs. John Humason

STATEMENT

Phipps Reporting
100 SE 3rd Avenue, Suite 2200, Ft. Lauderdale, FL 33394
TEL: 888-811-3408 FAX: 561-290-1595
billing@phippsreporting.com • www.phippsreporting.com

Account No.	Date
F2619	4/2/2015

Current	30 Days	60 Days
$0.00	$515.35	$0.00
90 Days	**120 Days & Over**	**Total Due**
$0.00	$0.00	**$515.35**

RECEIVED
APR 06 2015
WILSON & GARBER, P.A.
PAST DUE

Accounts Payable
Wilson & Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

Invoice Date	Invoice No.	Balance	Job Date	Witness	Case Name
2/28/2015	24996	515.35	2/19/2015	Jeffrey J. Newton	Orlando-Orange County Expressway Authority vs. John Humason

Villagomez 4782
Crowe 4784
Crowe 4785
Crowe 4844
Diaz 4540
Should be 4 each

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 4/9/15
CHECK #:
AMOUNT 515.35

103.07 each

Phone: 407-843-4321 Fax:407-423-1505

Tax ID: 90-0628164

Please detach bottom portion and return with payment

Accounts Payable
Wilson & Garber, P.A.
437 North Magnolia Avenue
Orlando, FL 32801

Account No. : F2619
Date : 4/2/2015

Total Due : $ 515.35

Remit To: **Phipps Reporting, Inc.**
100 S.E. Third Avenue
Suite 2200
Fort Lauderdale, FL 33394

Aerial Cartographics of America, Inc.

Digital Mapping - Lamp - Helicopter LiDAR - Mobile LiDAR - Digital Orthophotography - HD Video

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: all weeks 10/22/14
CHECK #: 18489
AMOUNT: 787.75

INVOICE

Ship Date
10/20/2014
Ref Job #
2012606.68
Ship By
Client Pickup

Sold To:
Wilson & Garber, P.A.
437 North Magnolia Avenue

Orlando, FL 32801
Christy Wilson
P: 407-843-4321 F:

Ship To:
Wilson & Garber, P.A.
437 North Magnolia Avenue

Orlando, FL 32801
Christy Wilson
P: 407-843-4321 F:

Order Date	Customer Order	Name	SP	Inv Date	Inv #
10/20/201		2013 Aerials	KG	10/21/201	190345

Qty Ordered	Description	Unit Price	Amount	
1	Color	$475.00	$475.00	1st
	Special	$0.00	$0.00	Add
	30" x 54" Mounted Print	$0.00	$0.00	Oth
	Color Balance	$0.00	$0.00	
		Sub Total:	**$475.00**	

Qty Ordered	Description	Unit Price	Amount	
1	Color	$175.00	$175.00	1st
	Special	$0.00	$0.00	Add
	15" x 35" Mounted Print	$0.00	$0.00	Oth
	Color Balance	$0.00	$0.00	
		Sub Total:	**$175.00**	

Qty Ordered	Description	Unit Price	Amount	
1	Color	$85.00	$85.00	1st
	Special	$0.00	$0.00	Add
	8" x 13" Mounted Print	$0.00	$0.00	Oth
	Color Balance	$0.00	$0.00	
		Sub Total:	**$85.00**	

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423 South Keller Road, Suite 300, Orlando, Florida 80 Fax: 407-855-8250 www.aca-net.com

EXHIBIT
K

Aerial Cartographics of America, Inc.

Digital Mapping - Lamp - Helicopter LiDAR - Mobile LiDAR - Digital Orthophotography - HD Video

INVOICE

Ship Date
10/20/2014
Ref Job #
2012605.68
Ship By
Client Pickup

Sold To:	Ship To:
Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801 Christy Wilson P: 407-843-4321 F:	Wilson & Garber, P.A. 437 North Magnolia Avenue Orlando, FL 32801 Christy Wilson P: 407-843-4321 F:

Order Date	Customer Order	Name	SP	Inv Date	Inv #
10/20/201		2013 Aerials	KG	10/21/201	190345

Item Total:	**$735.00**
Discount:	**$0.00**
Sales Tax:	**$47.78**
Shipping:	**$0.00**
Grand Total:	**$782.78**

IC 4782 97.85 IC4791 97.85

IC4783 97.85 IC4852 97.85

IC4784 97.84 IC4540 97.85

IC4785 97.84 IC4844 97.85

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423 South Keller Road, Suite 300, Orlando, Florida 32810 Phone: 407-851-7880 Fax: 407-865-0250 www.aca-net.com

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Rd
ORLANDO, FL 32807
(407)690-5000

INVOICE 0819

Page 1 of 1

DATE	8/19/2014
ACCOUNT	0819
AMT DUE	500.00

WILSON & GARBER, P.A.
437 N. MAGNOLIA AVE.
ORLANDO, FL 32801

Amount Paid _____

Attn: Chrisy Wilson

MAKE CHECKS PAYABLE TO THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

ORLANDO ORANGE COUNTY EXPRESSWAY AUTHORITY

DESCRIPTION	AMOUNT
Public Record Request - Appraisals	
Breakdown of cost: 20 hrs @ $25.00	500.00
Total Amount Due:	500.00

RECEIVED
ORLANDO, FL
AUG 20 2014
WILSON & GARBER, P.A.

paid 8/21/14
V#18418
$500 ea

CASE: Wekiva Cases - divide equally
ICJDJ &
APPROVED BY:
DATE:
PAID DATE:
CHECK #:
AMOUNT:

62.50 each

PAYABLE UPON RECEIPT	500.00

Please Remit to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd
ORLANDO, FL 32807
(407)690-5000

EXHIBIT
L

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
4974 ORL Tower Rd
ORLANDO, FL 32807
(407)690-5000

RECEIVED
ORLANDO, FL
JAN 20 2015

INVOICE 0114

Page 1 of 1

DATE	1/14/2015
ACCOUNT	114
AMT DUE	81.00

WILSON & GARBER
437 NORTH MAGNOLIA AVENUE
ORLANDO, FL 32801-1624

WILSON & GARBER, P.A.

Attn: B. Diane Smith, FRP

Amount Paid _____

MAKE CHECKS PAYABLE TO THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DESCRIPTION	AMOUNT
For Public Record Request dated December 17, 2014 Project 429-2030	
4.5 hrs @ $18.00	81.00

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 1/20/15
CHECK #: 18583
AMOUNT: 81.00

Total Amount Due: 81.00

PAYABLE UPON RECEIPT 81.00

Please Remit to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd
ORLANDO, FL. 32807
(407)690-5000

THE PRESENTATION GROUP
LITIGATION SUPPORT

2702 E. Robinson Street
Orlando, FL 32803
(407) 894-4760 phone
(407) 895-4810 fax
www.presentationgroup.com

Federal Tax ID 59-3249956

DATE
6/21/2006

INVOICE NO.
144335

Invoice

RECEIVED
ORLANDO, FL
JUN 23 2006
WILSON, GARBER & SMALL, P.A.

BILL TO	SHIP TO
Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Diane Smith	Same

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Diane Smith	Due On Receipt	FL3	6/19/2006	Our Driver	6-374

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name/#: Crovey/4785		0.00	0.00
COPCL1	Color Copies 11 x 17-Quantity 1-50	9	2.00	18.00
	Orange County, FL Sales Tax		6.50%	1.17

Maitland Ext 2109

Villagomez- Arriaga IC4782
Jack & Joyce Cravey IC4784
James Cravey IC4785
Dr. Diaz IC 4540
Ellis Hall IC4791
Thomas Harper IC4783
Adam Dionna IC4778 2.73

$ 2.74 each

CLIENT IC [illegible]
REASON FOR CHARGES
APPROVED BY
DOWNTOWN
POSTAGE

6/30/06 13850 19.17/71.98



Graphs, bubbles, charts and more - We can supply the tools to effectively present your case.

Total	$19.17
Payments/Credits	$0.00
Balance Due	$19.17

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

EXHIBIT
number M

THE PRESENTATION GROUP
LITIGATION SUPPORT

2702 E. Robinson Street
Orlando, FL 32803
(407) 894-4760 phone
(407) 895-4810 fax
www.presentationgroup.com

Federal Tax ID 59-3249956

RECEIVED
ORLANDO, FL
JUN 23 2006
WILSON, GARBER & SMALL, P.A.

DATE
6/21/2006

INVOICE NO.
144347

Invoice

BILL TO	SHIP TO
Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Alexa Colombo	Same

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Alexa Colombo	Due On Receipt	FL3	6/20/2006	Our Driver	6-392

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name/#: Jack Cravey		0.00	0.00
COPC1	Color Copies 8.5 x 11-Quantity 1-50	18	1.00	18.00
COPCC1	Color Copies 8.5 x 14-Quantity 1-50	9	1.00	9.00
	Subtotal			27.00
	Orange County, FL Sales Tax		6.50%	1.76

Villagomez- Arriaga IC4782
Jack & Joyce Cravey IC4784
James Cravey IC4785
Dr. Diaz IC 4540
Ellis Hall IC4791
Thomas Harper IC4783
Adam Dionna IC4778 410

$4.11 each

maitland Ext. project

CLERK RECEIVED FOR RECORD

APPROVED

POSTED TO ACC

6/30/06 1350 28.76/17.98

Total	$28.76
Payments/Credits	$0.00
Balance Due	$28.76

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

$5.41.11

THE PRESENTATION GROUP
LITIGATION SUPPORT

Federal Tax ID 59-3249956

2707 E. Jefferson Street
Orlando, FL 32803
(407) 859-3099 phone
(407) 895-4810 fax
www.presentationgroup.com

DATE
1/29/2007

INVOICE NO.
153893

Invoice

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JAN 31 2007
WILSON, GARBER & SMALL, P.A.

BILL TO	SHIP TO
Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Alexa Colombo	Same

P.O. NO	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Alexa Colombo	Due On Receipt	FL3	1/23/2007	Our Driver	1-459

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name/#: Maitland Ext./Multiple		0.00	0.00
COPCL1	Color Copies 11 x 17 Quantity 1-50	12	2.00	24.00
	Orange County, FL Sales Tax		6.50%	1.56

Maitland Ext.

20 Cravey IC4784
19 Cravey IC4785
20 Diaz IC4540
19 Hall IC 4791
20 Harper IC4783
19 Parsons IC4847
20 Thompson Hills IC4778 2/15/07 · 14257 ... 25.56/287.34
19 Villagomez IC4782

maps of new proposed alignment

Ask about all of our complete line of trial exhibits and illustrations!

Total	$25.56
Payments/Credits	$0.00
Balance Due	$25.56

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

The Presentation Group, Inc.
P.O. Box 536934
Orlando, FL 32853-6934

Ph# 407-859-3099
Accounting Fax#
407-895-4810

DATE	INVOICE NO.
4/7/2008	172242

RECEIVED
APR 11 2008
WILSON, GARBER & SMALL, P.A.

Federal Tax ID#
59-3249956

Invoice

BILL TO	SHIP TO
Wilson, Garber & Small, P.A. 437 N. Magnolia Avenue Orlando, FL 32801-1524 Attn: Alexa Colombo	Same

P.O. NO.	TERMS	REP	SHIP DATE	SHIP VIA	JOB NO
Alexa Colombo	Due On Receipt	FL3	4/1/2008	Our Driver	4-013

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
CS	Case Name/#: Maitland Ext.		0.00	0.00
COPCL1	Color Copies 11 x 17-Quantity 1-50	10	2.00	20.00
	Orange County, FL Sales Tax		6.50%	1.30

Casey, Crowley, Hoole, Harper
Casey, Casey, Rosas, Anderson

(1) 4782 2.66 Villagomez-Arriaga
(2) 4784 2.666 Crowley
(3) 4785 2.666 Crowley
(4) 4540 2.666 Diaz
(5) 4791 2.67 Harper/Hoole 14.966 @ 2.30/46.86
(6) 4783 2.67 Harper
(7) 4847 2.67 Rosas

Ask about our Color Highlighted Document Enlargements!

Total	$21.30
Payments/Credits	$0.00
Balance Due	$21.30

Terms are due upon receipt. Past due amounts will be charged 1.5% per month finance charge. Where collection is required, debtors will pay all collection costs, attorney fees and court costs. Debtor consents to jurisdiction of the courts of Orange County, Florida.

(8) 4852 2.66 Anderson

RICOH

INVOICE

Invoice #	L2414050225
Invoice Date:	05/22/2014
Due Date:	06/21/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

Ricoh USA, Inc. - Orlando, FL
Phone: (407) 843-3600 Fax:
Federal ID: 230334400

RECEIVED
ORLANDO, FL
MAY 28 2014
WILSON & GARBER, ORLANDO, FL

BILL TO:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

SHIP TO:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Attn: Barbara Karlsson

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager
4782			ERNEST MOYER

Sales Order	Order Date	Ordered By	Quantity	Unit Price	Discount	Extension
SO-1405-0173	05/21/2014	Barbara Karlsson - WILSON & GARBER				
568		B&W Copies D - Heavy Litigation	69.00	0.1200		8.28
589		Color 8.5x11 (Letter) Copies	18.00	0.8000		14.40
011		Minimum Order Handling Fee	1.00	127.3200	-127.32	0.00

CASE: ARRIGA - VILLAGOMEZ
IC/SU #: 4782
APPROVED BY: RM
DATE: 5/28/14
PAID DATE: 5/29/14
CHECK #: 18319
AMOUNT: 24.16/79e80

Valued Customer,
Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of $150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh.
We thank you for your business and appreciate your understanding the necessity of this policy.

Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.

Taxable Sales:	22.68
Sales Tax:	1.48
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00
PAY THIS AMOUNT	**$ 24.16**

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: (Print) S. Ward (Signature) [signature] Date: 5/28/14

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Amount Enclosed
$

Invoice: L2414050225
Invoice Date: 05/22/2014
Due Date: 06/21/2014
Customer Code: L24-WGSM
natl id: 4069

Please Remit To:
Ricoh USA, Inc.
Legal Document Services Southeast District - L24
P O Box 532545
Atlanta, GA 30353-2545

EXHIBIT N

PAY THIS AMOUNT $ 24.16

RICOH

INVOICE

RECEIVED
ORLANDO, FL
JUN 19 2014

Invoice #	L2414060178
Invoice Date:	06/19/2014
Due Date:	07/19/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

Ricoh USA, Inc. - Orlando, FL
Phone: (407) 843-3600 Fax:
Federal ID: 230334400

BILL TO:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

WILSON & GARBER, P.A.

SHIP TO:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Attn: Diane Smith

Villagomez-Arriaga

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager
4782			House Account

Sales Order	Order Date	Ordered By	Quantity	Unit Price		Extension
SO-1406-0160	06/18/2014	Diane Smith - WILSON & GARBER				
729	Prints w/o Assembly		776.00	0.1000		77.60
736	DVD - Duplication(s)		4.00	20.0000		80.00

CASE: 4782 4784 4785 4844 4540 4791 4783
IC/SU #:
APPROVED BY:
DATE:
PAID DATE:
CHECK #:
AMOUNT:

double cases

Valued Customer:
Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of $150 for all document outsourcing orders.
This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh.
We thank you for your business and appreciate your understanding the necessity of this policy.

Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.

Taxable Sales:	157.60
Sales Tax:	10.24
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00
PAY THIS AMOUNT	**$ 167.84**

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: {Print} S. Wilson {Signature} [signature] Date:

20.98 each

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Amount Enclosed
$

Invoice: L2414060178
Invoice Date: **06/19/2014**
Due Date: **07/19/2014**
Customer Code: **L24-WGSM**
natl id: **4069**

Please Remit To:
Ricoh USA, Inc.
Legal Document Services Southeast District - L24
P O Box 532545
Atlanta, GA 30353-2545

PAY THIS AMOUNT $ 167.84

RICOH

INVOICE

Invoice #	L2414080058
Invoice Date:	08/08/2014
Due Date:	09/07/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

Ricoh USA, Inc. - Orlando, FL
Phone: (407) 843-3600 Fax:
Federal ID: 230334400

RECEIVED
ORLANDO, FL
AUG 11 2014
WILSON & GARBER, P.A.

BILL TO:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

SHIP TO:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Attn: Diane Smith

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager
4782			House Account

Sales Order	Order Date	Ordered By	Quantity	Unit Price	Discount	Extension
SO-1408-0051	**08/07/2014**	**Diane Smith - WILSON & GARBER**				
642	**Oversize B&W (sq/ft)**		**24.00**	**0.9000**		**21.60**
011	**Minimum Order Handling Fee**		**1.00**	**128.4000**	**-128.40**	**0.00**

CASE: Veola Thomas 4782
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 8/14/14
CHECK #: 18405
AMOUNT: 23.00/34.50

Valued Customer
Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of $150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh. We thank you for your business and appreciate your understanding the necessity of this policy.

Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.

Taxable Sales:	21.60
Sales Tax:	1.40
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00
PAY THIS AMOUNT	**$ 23.00**

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: {Print} S. Ward {Signature} [signature] Date: 8/11/14

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Amount Enclosed
$

Invoice: L2414080058
Invoice Date: **08/08/2014**
Due Date: **09/07/2014**
Customer Code: **L24-WGSM**
natl id: **4069**

Please Remit To:
Ricoh USA, Inc.
Legal Document Services Southeast District - L24
P O Box 532545
Atlanta, GA 30353-2545

PAY THIS AMOUNT $ 23.00

RICOH

INVOICE

RECEIVED
ORLANDO, FL
NOV 25 2014

Invoice #	L2414110265
Invoice Date:	11/25/2014
Due Date:	12/25/2014
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

Ricoh USA, Inc. - Orlando, FL
Phone: (407) 843-3600 Fax:
Federal ID: 230334400

BILL TO:
WILSON,GARBER & SMALLSON & GARBER, P.A.
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

SHIP TO:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Attn: Diane Smith

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager
4782			LEAH OBLINGER

Sales Order	Order Date	Ordered By	Quantity	Unit Price	Discount	Extension
SO-1411-0166	11/24/2014	Diane Smith - WILSON & GARBER				
641	B&W Copies 11x17		16.00	0.2600		4.16
602	Binds - GBC		4.00	2.5000		10.00
568	B&W Copies D - Heavy Litigation		424.00	0.1300		55.12
011	Minimum Order Handling Fee		1.00	80.7200	-80.72	0.00

4784, 4794

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 12/3/14
CHECK #: 18518
AMOUNT: 73.78/160.05

divide equally

4784, 4785, 4844, 4782

Valued Customer,
Due to increases in service costs, effective January 1, 2014 Ricoh reserves the right to charge a minimum fee of $150 for all document outsourcing orders. This policy will allow us to continue to provide the quality and service you have come to expect from Ricoh.
We thank you for your business and appreciate your understanding the necessity of this policy.

Please Pay From This Invoice

Customer's duly authorized signature below is an agreement that the above-described work, project or deliverable has been received and accepted by Customer and Customer hereby agrees that such work, project or deliverable is complete and satisfactory for all purposes. Customer assures payment of this invoice when due. Interest at the rate of the lesser of 1.5% per month or the maximum rate permitted by law, will be charged on invoices not paid timely. Customer agrees to pay reasonable legal fees incurred in connection of past due accounts.

Taxable Sales:	69.28
Sales Tax:	4.50
Non-Taxable:	0.00
Postage:	0.00
Delivery:	0.00
PAY THIS AMOUNT	$ 73.78

THE PERSON SIGNING THIS INVOICE ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO

Received/Accepted by: (Print) S Ward (Signature) [signature] Date: 11/25/14

Please pay from this copy. The party named on this bill is held responsible for payment.

Payment From:
WILSON,GARBER & SMALL
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Amount Enclosed
$

Invoice: L2414110265
Invoice Date: 11/25/2014
Due Date: 12/25/2014
Customer Code: L24-WGSM
natl id: 4069

Please Remit To:
Ricoh USA, Inc.
Legal Document Services Southeast District - L24
P O Box 532545
Atlanta, GA 30353-2545

PAY THIS AMOUNT $ 73.78

RICOH

INVOICE

Invoice #	L2415020303
Invoice Date:	02/20/2015
Due Date:	03/22/2015
Terms:	Net 30 Days
Customer Code:	L24-WGSM
Natl ID:	4069

Ricoh USA, Inc. - Orlando, FL
Phone: (407) 843-3600 Fax:
Federal ID: 230334400

BILL TO / SHIP TO:
WILSON,GARBER & SMALL
Attn: Accounts Payable
437 N. MAGNOLIA AVE
ORLANDO, FL 32801

Price using: STANDARD Price

Reference / Case #	Reference 2	Reference 3	Account Manager
4782	VILLA-GOMEZ		LEAH OBLINGER

Sales Order	Order Date	Ordered By	Quantity	Unit Price		Extension
SO-1502-0173	02/19/2015	Diane Smith - WILSON & GARBER				
602		Binds - GBC	2.00	2.5000		5.00
636		Folders: Manila Folders - LGL	10.00	0.7500		7.50
641		B&W Copies 11x17	52.00	0.2500		13.00
1960		Color Oversize (sq ft)	12.00	5.0000		60.00
736		DVD - Duplication(s)	6.00	15.0000		90.00
642		Oversize B&W (sq/ft)	12.00	0.7500		9.00
568		B&W Copies D - Heavy Litigation	798.00	0.1300		103.74
588		Color 11x17 Copies	164.00	1.1000		180.40
589		Color 8.5x11 (Letter) Copies	438.00	0.5500		240.90

RECEIVED
ORLANDO, FL
FEB 26 2015
WILSON & GARBER, P.A.

Denisse Izquierdo

Sherma file

4784, 4785, 4784, 4782

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 3/5/16
CHECK #: 18625
AMOUNT: 755.68

1889² each

FedEx Express Shipment Detail By Payor Type (Original)

Dropped off: Aug 04, 2014 **Cust. Ref.:** IC 5124 **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 8

Automation	USAB
Tracking ID	870909993981
Service Type	FedEx Standard Overnight
Package Type	FedEx Envelope
Zone	08
Packages	1
Rated Weight	N/A
Delivered	Aug 05, 2014 09:02
Svc Area	A1
Signed by	B.WATKINS
FedEx Use	021657458/0000266/_

Sender
KURT H GARBER
WILSON GARBER & SMALL PA
437 N MAGNOLIA AVE
ORLANDO FL 32801-1524 US

Recipient
VICKY CORSBY
CHASE HOME LINDY
201 N CENTARL AVE 31ST FLR
PHOENIX AZ 85004 US

Transportation Charge		33.20
Discount		-6.97
Account Number Correction		12.00
Fuel Surcharge		2.49
Total Charge	**USD**	**$40.72**

Dropped off: Aug 14, 2014 **Cust. Ref.:** Dr. Carr - IC#5124 **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 8

Automation	INET
Tracking ID	770833178606
Service Type	FedEx Priority Overnight
Package Type	FedEx Envelope
Zone	08
Packages	1
Rated Weight	N/A
Delivered	Aug 15, 2014 09:05
Svc Area	A1
Signed by	D.SIRAK
FedEx Use	000000000/0000252/_

Sender
Barbara Karlsson
Wilson & Garber, PA
437 N. MAGNOLIA AVENUE
ORLANDO FL 32801 US

Recipient
Vicky Crosby
Chase Home Lending
201 N. Central Avenue, 31st Fl
PHOENIX AZ 85004 US

Transportation Charge		34.60
Discount		-7.27
Automation Bonus Discount		-1.73
Fuel Surcharge		2.43
Total Charge	**USD**	**$28.03**

Dropped off: Aug 21, 2014 **Cust. Ref.:** Galbreath, IC 5127 **Ref.#2:**
Payor: Shipper **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 2

Automation	INET
Tracking ID	770899016252
Service Type	FedEx Priority Overnight
Package Type	FedEx Envelope
Zone	02
Packages	1
Rated Weight	N/A
Delivered	Aug 22, 2014 10:23
Svc Area	A5
Signed by	B.SHFAR
FedEx Use	000000000/0000106/_

Sender
Barbara Karlsson
Wilson & Garber, PA
437 N. MAGNOLIA AVENUE
ORLANDO FL 32801 US

Recipient
Ms. Michelle Wilkinson
County Attorneys Office, Lake
315 W. Main Street
TAVARES FL 32778 US

Transportation Charge		20.50
Fuel Surcharge		1.44
Automation Bonus Discount		-1.03
Discount		-4.31
Total Charge	**USD**	**$16.60**

Shipper Subtotal **USD** **$85.35**

Picked up: Aug 20, 2014 **Cust. Ref.:** RESOLUTIONS **Ref.#2:**
Payor: Recipient **Ref.#3:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 9.50% to this shipment.
- Distance Based Pricing, Zone 2

Automation	USAB
Tracking ID	803571073049
Service Type	FedEx Priority Overnight
Package Type	FedEx Envelope
Zone	02
Packages	1

Sender
VICKI MCELROY
CENTRAL FLORIDA EXPRESS WAY
4974 ORL TOWER RD
ORLANDO FL 32807-1684 US

Recipient
DIANE SMITH
WILSON GARBER
437 N MAGNOLIA AVE
ORLANDO FL 32801 US

2.76 Luck

Continued on next page

EXHIBIT
O

Tracking ID: 803571073849 continued

Rated Weight	N/A	Transportation Charge		20.50
Delivered	Aug 21, 2014 09:41	Discount		-4.31
Svc Area	A1	Courier Pickup Charge		4.00
Signed by	.SMITH	Fuel Surcharge		1.92
FedEx Use	023209303/0000186/_	Total Charge	USD	$22.11
		Recipient Subtotal	**USD**	**$22.11**
		Total FedEx Express	**USD**	**$107.46**

Sprint

WILSON GARBER & SMALL PA
437 N MAGNOLIA AVE
ORLANDO, FL 32801

CALL SUMMARY

ACTIVITY THROUGH: 1/19/07
INVOICE ACCOUNT ID: 923539955
INVOICE NUMBER: 39012072006931

ACCOUNT / SERVICE NAME / NUMBER / ACCTNG CODE	CALLS	MINUTES	GROSS USAGE CHARGES
WILSON GARBER & SMALL PA 437 N MAGNOLIA AVE ORLANDO, FL 32801			
SPRINT BUSINESS FLEX (SM) DIAL-1			
0000	16	107.5	$6.19
0009 Linda	7	54.0	3.65
0010	1	33.2	2.23
2700 Mani	1	5.8	.35
2792 Smalley	1	1.2	.07
2793 Dellinger	1	2.3	.14
2795 Mr Matt	1	4.6	.27
2796 Rosado	1	.6	.04
2797 Rosado?	1	.7	.04
2798 Reynolds	1	.5	.03
2799 Thomas	1	2.5	.15
2871 Tilus	1	.5	.03
4643 Pinchot	2	6.0	.35
4728 Gradden	3	3.5	.21
4770 ?	1	5.0	.18
4782 Villagomez	1	1.5	.09
4800 ?	1	.7	.04
4809 Eglar	7	19.8	1.16
4814 Eagle Ref	1	1.6	.07
4857 Great Restinglas	9	26.2	1.59
4859 Ginar	3	15.4	.89
4855 Springs Comm	3	4.4	.23
4860 Williams	2	15.0	.87
9991	59	179.7	11.54
9999	122	433.8	25.93
407 423-1505	45	66.4	4.28
TOTAL FOR 470351020	274	989.7	$60.71
WILSON GARBER & SMALL PA 437 N MAGNOLIA AVE ORLANDO, FL 32801			
WILSON GARBER & SMALL PA 437 N MAGNOLIA AVE ORLANDO, FL 32801			
SPRINT BUSINESS FLEX(SM) TOLL FREE 877 843-4321	4	1.6	$.13
TOTAL FOR 470350540	4	1.6	$.13
TOTAL FOR 242099222	4	1.6	$.13
REPORT TOTAL	278 CALLS	991.3	$60.84

ACCOUNT / SERVICE NAME / NUMBER / ACCTNG CODE	CALLS	MINUTES	GROSS USAGE CHARGES

Sprint Recycles

Level(3)

1025 Eldorado Blvd
Broomfield, CO 80021

0210 0010 LV RP 24 09252014 NNNNNY 01 004568 0014
WILSON GARBER & SMALL PA
SANDRA HESTER
437 N MAGNOLIA AVENUE
ORLANDO FL 32801-1524

Invoice Page 1 of 4

Billing Account Number	0204898466
Invoice Number	9034794990
Payment due on or before	October 24, 2014
Invoice Date	September 24, 2014

How to reach Customer Care: Call 1-877-253-8353
Billing@Level3.com

Global Crossing Telecommunications Inc. is a Level 3 company

ORLANDO, FL

SEP 29 2014

WILSON & GARBER, P.A.

APPROVED BY:
DATE 10/2/14
CK #: 18467
AMOUNT: 53.69

Bill-At-A-Glance

Previous Balance	241.33	
Payments Received - Thank You!	(241.33)	CR
Prior Period Adjustments	0.00	
Balance	0.00	
Total Current Charges	53.69	
Total Amount Due **USD**	53.69	

36.48/8 = 4.56 each

News You Can Use

Please include the Invoice Number with your payment for prompt application to your account. Does your invoice contain more paper than you need? Request a one-page invoice by calling Customer Service at the number above. Customers outside of North America can reach Customer Service by dialing 1-877-253-8353 option 3.

Level (3)
COMMUNICATIONS
1025 Eldorado Blvd
Broomfield, CO 80021

RECEIVED
ORLANDO, FL
MAR 02 2015

Invoice

Billing Account Number	0204896466
Invoice Number	9034962822
Payment due on or before	March 26, 2015
Invoice Date	February 24, 2015

How to reach Customer Care: Call 1-877-253-8353
Billing@Level3.com

6210 0010 LV RP 24 02252015 NNNNNY 01 004231 0016
WILSON GARBER & SMALL PA
SANDRA HESTER
437 N MAGNOLIA AVENUE
ORLANDO FL 32801-1524

WILSON & GARBER, P.A.

Global Crossing Telecommunications Inc. is a Level 3 company

Bill-At-A-Glance

Previous Balance		0.00
Payments		0.00
Prior Period Adjustments		0.00
Balance		0.00
Total Current Charges		77.99
Total Amount Due	**USD**	**77.99**

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 3/5/15
CHECK #: 18624
AMOUNT: 77.99

4782 15.20
4784 15.20
4785 15.19
4844 15.19

News You Can Use

Please include the Invoice Number with your payment for prompt application to your account. Does your invoice contain more paper than you need? Request a one-page invoice by calling Customer Service at the number above. Customers outside of North America can reach Customer Service by dialing 1-877-253-8353 option 3.
Level 3 Communications is enhancing its billing platform to more accurately reflect usage charges. Please see the Customer Information Section of this invoice for details.

be applied directly to the call at the time of rating where possible. This will allow for easier validation and reporting for voice usage charges. As a result of the direct contract rate application, the discount shown on the invoice will no longer be applicable and will be removed. The changes will take place on your March 2015 invoice. If you have any additional questions, please be sure to contact the Billing Inquiry Department at 1-877-2-LEVEL3.

IC4782
IC4785
IC4791

IC4782
IC4784

****
** DELIVERY **
****
--ONLINE--

Jimmy John's
2 South Orange
407-423-1800

07-18-2014 Chk# 106 Open 12:06 PM
Online Order # 106279394

2	#1 Pepe (Box)	22.27
2	Jimmy Chips	
2	Oatmeal Cookie	
2	#3 Totally Tuna(Box)	22.27
2	Jimmy Chips	
2	Oatmeal Cookie	
3	#4 Turkey Tom (Box)	33.41
3	Jimmy Chips	
3	Choc Chunk Cookie	
	#4 Turkey Tom (Box)	11.14
	..UNWICH	
	Jimmy Chips	
	Oatmeal Cookie	
2	#10 Hunter's (Box)	24.38
2	Jimmy Chips	
2	Choc Chunk Cookie	

Total $ 113.51

Credit Tendered 112.78

Balance Due: $0.73

Suzanne Ward

Wilson & Garber
437 North Magnolia Avenue
Orlando 407-843-4321

Total 122.28

****
** DELIVERY **
****

Chk# 106

Check No: 106 Reg# 33 Web Delivery
Trans Time: 7/18/2014 12:08 PM
Auth. Code: Online Order # 106279394
Acct No: Visa(XX.5582)

Pre Auth: $ 112.78

Gratuity: 10.00

Total Charge: _____

Signature: _____

I agree to pay the above total
according to cardholder agreement

IC4782

CHECK REQUEST

From: Diane Smith

Date: 11/8/10

Case: O/OCEA cases for Maitland extension

Client: Villagomez - Arriaga
Split equally
4782, 4784, 4785, 4844, 4540, 4791, 4847

File No.: 2.86 2.86 2.86 2.86 2.86 2.85 2.85

Need by: 11/10

Payable to: Diane Smith $20.00

Amount:

For: Travel to Apopka for public meeting - 40 miles
10/26/10

Check No. 16501 **Date:** 11/10/10

ATTORNEYS LEGAL SERVICES, INC.
112 East Concord Street
Orlando, FL 32801
Phone: (800) 275-8906
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2014006378
7/11/2014

RECEIVED
ORLANDO, FL
JUL 15 2014
WILSON & GARBER, P.A.

J. Christy Wilson, III
Wilson & Garber, P.A.
437 N. Magnolia Ave.
Orlando, FL 32801

Your Contact: Diane Smith
Case Number: Orange 14-CA-3658

Plaintiff:
Central Florida Expressway Authority,

Defendant:
John E. Humason, et al.,

Received: 7/8/2014 Served: 7/10/2014 10:38 am .SUBSTITUTE - BUSINESS
To be served on: GLEN PRESSIMONE

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			$35.00
BALANCE DUE:			$35.00

CASE:
IC/SU #:
APPROVED BY:
DATE:
PAID DATE: 7/28/14
CHECK #: 18382
AMOUNT: 35.00 70.00

divide
4784
4785
4844
4791
4782
4852
4788

Please let ALS handle your investigative needs. License #A9300074
Effective May 28, 2013, all Affidavits of Service for every Florida county, including Seminole County, must be e-filed by attorney's office.

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ATTORNEYS LEGAL SERVICES, INC.
112 East Concord Street
Orlando, FL 32801
Phone: (800) 275-8906
Fax: (407) 839-3639
Tax Id#: 59-3464830

INVOICE

Invoice #ALS-2014006379
7/11/2014

RECEIVED
ORLANDO, FL
JUL 15 2014
WILSON & GARBER, P.A.

J. Christy Wilson, III
Wilson & Garber, P.A.
437 N. Magnolia Ave.
Orlando, FL 32801

Your Contact: Diane Smith
Case Number: Orange 14-CA-3658

Plaintiff:
Central Florida Expressway Authority,

Defendant:
John E. Humason, et al.,

Received: 7/8/2014 Served: 7/9/2014 4:00 pm .SUBSTITUTE - BUSINESS
To be served on: DEBRA K. REDDICK

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
Service Fee (Local)	1.00	35.00	35.00
TOTAL CHARGED:			$35.00
BALANCE DUE:			**$35.00**

Linda

CASE:
ISSUED & APPROVED BY:
DATE:
PAID DATE: 7/28/14
CHECK #: 18362
AMOUNT: 35.00 70.00

4784
4785
4844
4791
4782
4852

Please let ALS handle your investigative needs. License #A9300074
Effective May 28, 2013, all Affidavits of Service for every Florida county, including Seminole County, must be e-filed by attorney's office.

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Comparison of Parcel 177
Experts' Fees and Costs and Attorney's Costs

Experts	Invoices	Recommended Settlement	CFX Experts Fees
Calhoun Dreggors & Associates, Inc.	$16,856.00	$15,300.00	$8,693.75 (Hall) $6,667.00 (Consortium) **$15,360.75**
Madden, Moorehead & Glunt, Inc.	$1,080.62	$994.00	
McCree General Contractors	$5,091.25	$4,496.25	
Professional Engineering Resources, Inc.	$4,023.47	$3,773.47	$9,988.12 (McIntosh)
PGA Title, Inc.	$56.25	$56.25	$250.00 (Fidelity)
Rahenkamp Design Group, Inc.	$15,616.40	$14,480.40	
Michael T. Rudd	$4,928.53	$4,416.67	
Attorneys Costs			
Orange Legal, Inc.	$164.66	$164.66	$1,051.23 (Shutts & Bowen Costs)
Phipps Reporting, Inc.	$571.47	$571.47	
Aerial Cartographics of America, Inc.	$97.85	$97.85	
Central Florida Expressway Authority	$76.00	0.00	
The Presentation Group	$12.70	$12.70	
Ricoh USA, Inc.	$275.50	$275.50	
Wilson & Garber, P.A. miscellaneous expenses	$1,224.69	0.00	
TOTAL	**$50,075.39**	**$44,639.22**	

Exhibit "B"

CONSENT AGENDA ITEM

#16

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

RE: Approval of Increase in Contract Amount
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
Acquisition of Wekiva Parkway Parcels 197, 230, 257 and 267
Project No. 429-203; Contract No. 000929

Board approval is requested to increase the amount of the referenced contract with Lowndes, Drosdick, Doster, Kantor & Reed, P.A. ("LDDKR") by $333,000.00 and to extend the term to December 31, 2016. The new contract amount will be $792,000.00. The Right of Way Committee has recommended approval of the increase and time extension.

Under this contract, LDDKR is providing legal services to CFX regarding the condemnation acquisition of the referenced parcels owned by Project Orlando, LLC. These four parcels have been acquired through orders of taking; however, the case is now set for a one week trial during the March 28, 2016 docket. CFX's appraiser, Walter Carpenter, has appraised the total value of these parcels at $12,234,500 and Project Orlando's appraiser, Cantrell Real Estate, Inc., submitted an appraisal on October 15, 2015, for $32,493,219.

General Counsel and the Director of Engineering have been very satisfied with the legal services provided by the firm to date and they also recommend the contract increase and time extension.

CONSENT AGENDA ITEM

#17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Joseph L. Passiatore, General Counsel

DATE: October 28, 2015

SUBJECT: Winderweedle, Haines, Ward & Woodman, P.A. Contract Renewal
Contract No. 000427

The contract for legal services with Winderweedle, Haines will expire November 11, 2015. The firm was originally retained in August of 2007 and has served one five year term and three one year renewals. The firm is currently handling 26 Wekiva parcels in litigation, a fees and costs hearing on the business damage portion of the Korus Orchids case and the closing for the sale of the Mattamy easement with All Aboard Florida.

At last month's meeting the CFX Board deferred a decision on whether to expand in-house legal services in order to take on more Wekiva parcels in litigation.

Based upon the fact that the Board is still considering whether to transition this function, our recommendation would be to extend the current contract until February 27, 2016. That date is also when the Shutts & Bowen contract is currently set to expire. Based upon the outcome of the Board's decision a decision would then be made in February on whether to extend one or both of these contracts.

There is currently funding left from the 2014 renewal which should be sufficient to cover the firm's billings through February 2016. The Right of Way Committee approved the contract extension at its October 28th meeting. Accordingly, we are recommending a contract extension until February 27, 2016 with no additional funding at this time.

JLP/ml

cc: Claude Miller, Procurement

CONSENT AGENDA ITEM

#18

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Central Florida Expressway Authority Board

FROM: Linda S. Brehmer Lanosa, Deputy General Counsel

DATE: October 28, 2015

RE: *Central Florida Expressway Authority v. William and Dessie Calhoun*
Case No. 2014-CA-003590-O, Project: 429-203, Parcel 217
Owners: William and Dessie Calhoun
Location: 3509 West Kelly Park Road, Apopka, Florida 32712
Size of Land: Before: 7.379± gross/net acres
Taken: 7.379± gross/net acres

INTRODUCTION

William and Dessie Calhoun were the owners of Parcel 217, a parcel that was taken in its entirety. The parties agreed to resolve full compensation in the amount of $612,000, or $102,000 above the appraised value of the property and a Stipulated Final Judgment was entered in August 2015.

Recently, Respondents filed a Motion to Tax Attorney's Fees, Expert Fees and Costs and Attorney's Fees and Costs for Supplemental Proceedings seeking attorney's fees in the amount of $33,660 and expert fees for the appraisal services of Calhoun, Dreggors and Associates, Inc., in the amount of $13,162. A copy of the Motion is attached.

ANALYSIS

Respondents' request for attorney's fees is based upon the formula set forth in Section 73.091 of the Florida Statutes, which provides for an attorney's fee based upon 33% of the monetary benefit for monetary benefits less than $250,000. Thus, the statutory attorney fee is 33% of the benefit of $102,000, or $33,660.

Regarding Respondents' request for $13,162 for the appraisal services of Calhoun, Dreggors and Associates, Mr. Dreggors provided an invoice with a description of the services rendered by person, date, and time. Although CFX did not receive an appraisal report from Mr. Dreggors, it is apparent from the invoice and backup material that appraisal services were rendered.

To resolve this matter, Mr. Dreggors agreed to reduce his invoice by over $3100 and accept an amount that is equivalent to the amount that CFX paid to its own experts. Based upon information from Finance, CFX paid $10,046.11 to its own experts on this parcel. The reduction

Project: 429-203, Parcel 217
Owners: William and Dessie Calhoun

would address CFX's concerns pertaining to the duplication of services rendered by multiple researchers and other issues.

REQUEST

The proposed settlement was recommended for Board approval by the Right of Way Committee at the October 28, 2015 meeting. We request the Board's approval of a settlement consisting of the payment of the statutory attorney's fee of **$33,660** and expert fees and costs in the amount of **$10,046.11.**

ATTACHMENTS

1- Motion to Tax Attorney's Fees, Experts' Fees and Costs and Attorney's Fees and Costs for Supplemental Proceedings

Filing # 31797702 E-Filed 09/08/2015 02:59:35 PM

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

CIVIL ACTION NO: 2014-CA-003591-O
Subdivision: 39
Parcel No.: 217

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state under the laws of the State of Florida

Petitioner,

v.

WILLIAM L. CALHOUN and DESSIE E. CALHOUN; et al.,

Respondents.
_____/

MOTION TO TAX ATTORNEY'S FEES, EXPERTS' FEES AND COSTS AND ATTORNEY'S FEES AND COSTS FOR SUPPLEMENTAL PROCEEDINGS

Respondents, WILLIAM L. CALHOUN and DESSIE E. CALHOUN, husband and wife ("Respondents"), hereby move for entry of an Order of this Court taxing attorney's fees, experts' fees and costs against the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), in the above-styled eminent domain action. Pursuant to Article X, Section Six of the Florida Constitution, Sections 73.091 and 73.092 (1) and (2), Florida Statutes, and other applicable law, Respondents are entitled to awards of attorney's fees, expert fees and costs and an award of attorney's fees for supplemental proceedings. In support thereof, Respondents state:

1. Pursuant to Section 73.091, Florida Statutes, CFX, as condemning authority, is required to pay "all reasonable costs incurred in the defense of the

proceedings in the circuit court, including, but not limited to, reasonable appraisal fees . . . to be assessed by that court." *Id.*

2. Florida's Supreme Court has also made clear that reasonable experts' fees are part of the compensation owed to property owners under the Florida Constitution. *Dade County v. Brigham*, 47 So. 2d 602, 604 (Fla. 1950). This is particularly true "[s]ince the owner of private property sought to be condemned is forced into court by one to whom he owes no obligation, it cannot be said that he has received 'just compensation' for his property if he is compelled to pay out of his own pocket the expenses of establishing the fair value of the property, which expenses in some cases could conceivably exceed such value." *Id.* at 604-605.

3. The Parties have reached an Agreed Settlement. In order to reach the agreement it was reasonable and necessary to hire Appraiser Richard Dreggors, of the appraisal firm of Calhoun, Dreggors and Associates, Inc. to assist with the valuation of the parcel. A copy of the detailed invoice of Calhoun, Dreggors and Associates, Inc. is attached hereto as Composite Exhibit "A". The total amount of the invoice is $13,162.

4. All of the costs incurred by the Owners were reasonably necessary to meet CFX on an equal footing to establish the value of the Respondents' property.

5. The settlement reached was in the amount of $612,000.00. The first written offer dated January 29, 2014 was in the amount of $510,000.00. The difference equals the monetary betterment of $102,000 multiplied by the Statutory percentage of 33% results in a total attorney's fee based on monetary benefit of $33,660 pursuant to Section 73.092(1), Florida Statutes..

6. Section 73.092(2), Florida Statutes, provides the Court with the ability to make awards of attorney's fees to counsel for property owners in Florida eminent domain cases for supplemental proceedings. The pursuit of the property owners' experts' fees, including hearings before the Court, are supplemental proceedings. *See State, Dept. of Transp. v. Lockhart*, 909 So. 2d 590, 592 (Fla. 5th DCA 2005).

WHEREFORE, the Respondents, WILLIAM L. CALHOUN and DESSIE E. CALHOUN, respectfully move for an Order of this Court taxing attorney's fees, experts' fees and costs, and attorney's fees for supplemental proceedings, against the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, in the above-styled eminent domain case.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I electronically filed the foregoing with the Clerk of the Court by using the eFiling Portal, and further certify that the forgoing has been furnished by U.S. Mail and/or e-service this 8th day of September, 2015 to all parties on the attached Service List.

Respectfully submitted,

KENT L. HIPP, ESQUIRE
Florida Bar No. 0879630
Kent.Hipp@gray-robinson.com
ASHLEY E. HOFFMAN, ESQUIRE
Florida Bar No. 0106391
Ashley.hoffman@gray-robinson.con
GRAYROBINSON, P.A.
Post Office Box 3068
Orlando, Florida 32802
(407) 843-8880
(407) 244-5690 fax
Attorneys for William L. and Dessie E. Calhoun

O/OCEA v. William L. and Dessie E. Calhoun, et al.
(Case No.: 2014-CA-003591-O

SERVICE LIST

Linda S. Brehmer Lanosa
Deputy General Counsel
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Linda.lanosa@CFXWay.com
Attorney for Petitioner,
Central Florida Expressway
Authority

Calhoun, Dreggors & Associates, Inc.

• Real Estate Appraisers & Consultants •

July 22, 2015

Kent L. Hipp, Esq.
c/o GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

RE: **Owner:** **Calhoun**
Parcel No.: **N/A**
Project: **Wekiva Parkway**
County: **Orange**

INVOICE

Prepare for and meet with owner at site; meetings with engineer and owner's representative; review taking and impacts to remainder; conferences with owner's representative; review O/OCEA report; sales research/analysis; inspect sales; review valuation issues; conference with surveyor; conference with land planner; conference with owner.

Researcher:	9.25 Hrs. x $ 75/Hr. =	$ 694
Eaton:	26.25 Hrs. x $125/Hr. =	3,281
Abrams:	20.75 Hrs. x $150/Hr. =	3,112
Dreggors:	27.00 Hrs. x $225/Hr.=	6,075
Total		**$13,162**

Thank you,

Richard C. Dreggors, GAA
President

RCD/ddp

728 West Smith Street • Orlando, Florida 32804
Tel (407) 835-3395 • Fax (407) 835-3393
affiliated with Calhoun, Collister & Parham, Inc. of Tampa

Composite Exhibit A

OWNER	***CALHOUN***	**RESEARCHER**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)		
COUNTY	***ORANGE***	

DATE	*TYPE OF SERVICE*	*HOURS*
09/20/13	ASSIST WITH RESEARCH COMPARABLE SALES.	3.75
09/23/13	CONTINUE TO ASSIST WITH RESEARCH OF COMPARABLE SALES.	3.00
09/24/13	CONTINUE TO ASSIST WITH RESEARCH OF COMPARABLE SALES.	2.50
	TOTAL HOURS	**9.25**

OWNER	***CALHOUN***	**KEVIN EATON**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)		
COUNTY	***ORANGE***	

DATE	***TYPE OF SERVICE***	***HOURS***
04/10/13	CONDUCT SALES RESEARCH.	2.75
04/17/13	PREPARED FOR AND ATTENDED MEETING WITH OWNER AND OWNER'S REPRESENTATIVE.	3.25
01/30/14	LAND SALES RESEARCH AND ANALYSIS.	7.25
02/04/14	RESEARCHED PRE-ENGINEERED/MANUFACTURED HOME SALES AND ANALYZED THOSE SALES WITH THE ALLOCATION METHOD; REVIEWED WITH RICK LAND SALES; CONTINUED WORK ON CHARTS OF SALES FOR OWNER'S REPRESENTATIVE.	4.75
03/04/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE; WORKED ON MAP OF VALUES AND SPREADSHEET; ANALYZED ISSUES OF HIGHEST AND BEST USE.	1.50
03/06/14	REVIEWED O/OCEA UPDATED APPRAISAL.	0.75
05/05/14	SALES RESEARCH.	3.25
05/30/14	PREPARED FOR AND ATTENDED MEETING WITH OWNER'S REPRESENTATIVE.	2.75
	TOTAL HOURS	**26.25**

OWNER	***CALHOUN***	**COURTNEY ABRAMS**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)		
COUNTY	***ORANGE***	

DATE	*TYPE OF SERVICE*	*HOURS*
07/30/14	REVIEW OF FILE AND CONDEMNOR'S UPDATED APPRAISAL; ANALYSIS OF CARPENTER'S SALES.	5.75
08/01/14	UPDATE SALES RESEARCH; ANALYSIS OF SALES.	6.50
08/14/15	RESEARCH/ANALYSIS OF SALES.	5.25
10/22/14	ANALYSIS OF COMPENSATION.	2.50
07/20/15	PREPARE FOR AND CONFERENCE CALL WITH OWNER AND OWNER'S REPRESENTATIVE.	0.75
	TOTAL HOURS	**20.75**

OWNER	***CALHOUN***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)		
COUNTY	***ORANGE***	

DATE	*TYPE OF SERVICE*	*HOURS*
11/29/10	REVIEW MATERIAL AND PREPARE FOR MEETING WITH OWNER.	0.50
11/30/10	MEETING WITH OWNER AT THE PROPERTY; REVIEW ISSUES.	1.50
01/17/11	PREPARE FOR AND MEET WITH ENGINEER AND OWNER'S REPRESENATIVE REGARDING ACCESS TO REMAINDER.	1.25
02/10/12	PRPARE FOR AND MEET WITH OWNER; REVIEW TAKING AND POTENTIAL IMPACTS TO REMAINDER.	0.50
02/22/13	CONFERENCE WITH OWNER'S REPRESENTATIVE; REVIEW GEOTECHNICAL ISSUE FOR LAND IN THE AREA.	0.50
04/12/13	REVIEW O/OCEA REPORT; MEETING WITH OWNER'S REPRESENTATIVE TO DISCUSS SCOPE OF ASSIGNMENT.	2.25
04/15/13	ASSIST WITH SALES RESEARCH.	2.00
09/18/13	INSPECT SALES; CONFERENCE WITH OWNER'S REPRESENTATIVE.	4.75
10/03/13	ASSIST WITH SALES RESEARCH OF VACANT PARCELS IN WEST ORANGE COUNTY.	1.25
02/04/14	REVIEW O/OCEA REPORT; CONFERENCE WITH OWNER'S REPRESENTATIVE, REVIEW SALES WITH ASSOCIATE.	2.50
03/03/14	REVIEW O/OCEA REPORTS.	1.25
03/04/14	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATION ISSUES.	1.25
04/22/14	REVIEW DOCUMENTS TO PREPARE FOR MEETING WITH ENGINEER AND OWNER'S REPRESENTATIVE.	0.50
04/23/14	ANALYSIS OF SCOPE OF WORK; MEETING WITH EXPERTS/OWNER'S REPRESENTATIVE; REVIEW IMPACTS OF THE TAKING.	0.75

OWNER	***CALHOUN***	**RICHARD C. DREGGORS, GAA**
PROJECT	***WEKIVA PARKWAY***	
PARCEL(S)		
COUNTY	***ORANGE***	

DATE	*TYPE OF SERVICE*	*HOURS*
05/05/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW PRELIMINARY ANALYSIS.	0.50
05/13/14	CONFERENCE WITH OWNER'S REPRESENTATIVE REGARDING RELOCATION INCENTIVE.	0.50
05/29/14	PREPARE FOR AND MEET WITH OWNER'S REPRESENTATIVE; REVIEW SCOPE OF WORK; CONFERENCE WITH SURVEYOR; CONFERENCE WITH PLANNER.	0.50
05/30/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW OUR ANALYSIS; CONFERENCE WITH THE OWNER.	0.50
08/04/14	CONFERENCE WITH OWNER'S REPRESENTATIVE TO REVIEW CFX OFFER.	0.25
08/08/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUES OF NEARBY PARCELS.	0.25
08/15/14	PREPARE FOR MEETING; MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES; UPDATE LAND SALES RESEARCH.	0.50
10/22/14	MEETING WITH OWNER'S REPRESENTATIVE TO REVIEW VALUATION ISSUES.	0.75
06/27/15	MEETING WITH OWNER'S REPRESENTATIVE; REVIEW VALUATIONS OF SUBJECT AND OTHER PARCELS; DISCUSS OFFER OF JUDGMENT.	1.75
07/20/15	PREPARE FOR AND CONFERENCE WITH OWNER REGARDING OFFER OF JUDGMENT AND VALUES OF LAND IN THE AREA.	0.75
	TOTAL HOURS	**27.00**

CONSENT AGENDA ITEM

#19

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: Authority Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract for
Federal Advocacy Services
Contract No. 001121

In accordance with the Procurement Policy and Procedures for competitive sealed proposals, a Request for Proposals (RFP) from qualified firms to provide Federal Advocacy Services was advertised on August 16, 2015. Responses were received from two firms, Becker & Poliakoff, P.A. (Becker), and Alcalde & Fay (Alcalde), by the September 14, 2015, deadline. At its meeting on October 8, 2015, the Board directed that the evaluation process continue for the two firms.

The Evaluation Committee met on October 15, 2015, and conducted interviews with both firms. After the interviews were completed, the scoring of the Technical Proposals, including interviews, was finalized and resulted in the following ranking:

Ranking	Firm
1	Alcalde & Fay
2	Becker & Poliakoff, P.A.

Board award of the contract to Alcalde & Fay in the amount of $210,000.00 for a three-year contract term is requested. Services provided under this contract will be task order driven based on negotiated amounts for each task.

CONTRACT

This Contract No. 001121 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and ALCALDE & FAY, hereinafter the "CONSULTANT":

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway Authority System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide legislative advocacy and other services as may be assigned to the consultant by CFX; and,

WHEREAS, on or about August 16, 2015, CFX issued a Request for Proposals seeking qualified consultants to perform such tasks; and,

WHEREAS, CONSULTANT was the successful one of two (2) qualified firms that responded to the Request for Proposals and was ultimately selected;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing legislative advocacy and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONSULTANT is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

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

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal submitted by CONSULTANT, and
1.5 The Price Proposal submitted by CONSULTANT,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) year from the date indicated in the Notice to Proceed from the CFX. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 90 days prior to the expiration of the initial three-year Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONSULTANT's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONSULTANT (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONSULTANT will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONSULTANT will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONSULTANT: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONSULTANT of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONSULTANT (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONSULTANT and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONSULTANT's default (including the costs of completing Contract performance) shall be charged against the CONSULTANT. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONSULTANT shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONSULTANT demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONSULTANT to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONSULTANT under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONSULTANT. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

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

CFX reserves the right to terminate or cancel this Contract in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $210,000.00.

3.2 CFX agrees to pay CONSULTANT for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subconsultants. By submitting a response to the Request for Proposal, CONSULTANT or any subconsultant submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subconsultant of another CONSULTANT doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

CONSULTANT shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONSULTANT's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONSULTANT's policies shall be excess insurance, not contributory.

If CONSULTANT fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONSULTANT's expense and deduct such costs from CONSULTANT payments.

CONSULTANT, at its own expense, shall keep and maintain at all times during the term of this Agreement: (a) Professional Liability or Malpractice Insurance with coverage of at least One Million Dollars ($1,000,000) per occurrence; and (b) Workers' Compensation Coverage as required by Florida law. CONSULTANT shall provide CFX with properly executed Certificate(s) of Insurance forms on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies licensed and authorized to do business under the laws of the State of Florida and having a financial rating of at least B+ Class VI and a claims paying ability rating of at least A+ from Best, or equivalent ratings from another nationally recognized insurance rating service.

7. CONSULTANT RESPONSIBILITY

CONSULTANT shall comply with, and shall cause its employees, agents, officers and subconsultants and all other persons for whom CONSULTANT may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONSULTANT shall indemnify, defend and hold harmless CFX and all of its respective officers, CONSULTANT's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT (its subconsultants, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT (its subconsultants, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONSULTANT, its subconsultants, officers, agents or employees,

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

8.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

8.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

8.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

8.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subconsultants, or

8.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation CONSULTANT Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the CFX. Thereafter, CONSULTANT shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the CFX shall direct CONSULTANT to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONSULTANT to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

10. PRESS RELEASES

CONSULTANT shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of the CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONSULTANT, its employees, agents, officers, and subconsultants acknowledge that E-PASS® is CFX's registered trademark name for the CFX's electronic toll collection system, and comprises a portion of the CFX Intellectual Property.

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

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONSULTANT (collectively, the "CONSULTANT Property"), and the intellectual property rights associated therewith (collectively, the "CONSULTANT Intellectual Property"), CONSULTANT (its employees, officers, agents, and subconsultants, which for purposes of this section shall collectively be referred to as "CONSULTANT") warrants and represents the following:

11.1 CONSULTANT was and is the sole owner of all right, title and interest in and to all CONSULTANT Property and CONSULTANT Intellectual Property; **OR**

11.2 CONSULTANT has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONSULTANT Property and CONSULTANT Intellectual Property, as necessary to provide and install the CONSULTANT Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONSULTANT is current and will remain current on all royalty payments due and payable under any license where CONSULTANT is licensee; **AND**

11.3 CONSULTANT has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONSULTANT Property or any license granted to CFX for use of the CONSULTANT Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONSULTANT shall maintain the CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use the CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in the CFX's sole discretion. CONSULTANT shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of the CFX Property and CFX Intellectual Property, CONSULTANT shall utilize the same standards of protection and confidentiality that CONSULTANT uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONSULTANT further warrants and represents that there are no pending, threatened, or anticipated Claims against CONSULTANT, its employees, officers, agents, or subconsultants with respect to the CONSULTANT Property or CONSULTANT Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONSULTANT, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONSULTANT Property or CONSULTANT Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the CFX in accordance with the CFX's Ethics Policy. CONSULTANT acknowledges that it has read the Ethics Policy and, to the extent applicable, CONSULTANT will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

CONSULTANT, its employees, officers, agents, and subconsultants shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. SUBLETTING AND ASSIGNMENT

CFX has selected CONSULTANT to perform the Services based upon characteristics and qualifications of CONSULTANT and its employees. Therefore, CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of the CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to the CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by the CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the CFX Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONSULTANT's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONSULTANT to be the prevailing party, CONSULTANT must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

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

18. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between AUTHORITY and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of CFX.

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

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

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

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the CFX Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: _____

ALCALDE & FAY

By: _____
Signature

_____
Print Name

_____
Title

ATTEST:_____(Seal)

DATE:_____

Approved as to form and execution, only.

_____
General Counsel for the CFX

CONSENT AGENDA ITEM

#20

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

RE: Waiver of Procurement Policy Requirement for Prior Approval of Purchase Orders for Toll System Replacement Project

Article IV, Governing Rules, paragraph C, of the Procurement Policy, reads in part as follows:

> "...all...purchase orders...obligating the Authority to an amount of fifty thousand dollars ($50,000.00) or more shall have the prior approval of the Authority's Board of Directors."

Staff is requesting that the Board waive this policy requirement for purchase orders related to the procurement of equipment for the Toll System Replacement (TSR) project. The waiver, which includes the requirement for authorization to advertise, will enable us to expedite the procurement process and order equipment immediately. In lieu of Board approval, purchase orders that exceed $50,000.00 will be reviewed and approved by the Executive Director and a copy will be included in her monthly report.

The equipment will be procured primarily through the cooperative purchase (piggyback) process using GSA and State of Florida pricing schedules. If certain items are not available on a schedule, or have not been designated as "single source", quotes will be requested from the appropriate vendors.

Under the agreement reached with the project contractor (TransCore LP), the equipment will be "owner-furnished" by CFX making the timely ordering and delivery of the equipment our responsibility. When the equipment is delivered, the responsibility then shifts to the contractor who must configure and thoroughly test the equipment through the system from end-to-end before it can go "live" in the plazas. It is to our benefit, the benefit of the contractor, and, ultimately, the benefit of our customers, to ensure that the delivery, installation and activation of the replacement equipment is not delayed and that the completion schedule is met.

CONSENT AGENDA ITEM

#21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: David Wynne, Director of Toll Operations D.W.

DATE: November 12, 2015

SUBJECT: MOU Driver License and/or Motor Vehicle Data Exchange

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CFX Board approval is requested to execute an MOU with the Florida Department of Highway Safety and Motor Vehicles to allow CFX to continue to receive registered vehicle owner information for the purposes of toll enforcement. The prior agreement was for a period of three years currently expiring on December 20, 2015.

cc: Laura Kelley, Executive Director
Corey Quinn
Consent Agenda

MEMORANDUM OF UNDERSTANDING
DRIVERS LICENSE AND/OR MOTOR VEHICLE RECORD DATA EXCHANGE
Contract Number_____

This Memorandum of Understanding (MOU) is made and entered into by and between Central Florida Expressway Authority _____ hereinafter referred to as the Requesting Party and the Department of Highway Safety and Motor Vehicles hereinafter referred to as the Providing Agency.

I. Purpose of the Data Exchange

The purpose of this MOU is to establish conditions under which the Providing Agency agrees to provide electronic access to driver license and motor vehicle data to the Requesting Party as follows:

Type of Data Requested	Statutory Fees (subject to change by the Legislature)
☐ DL/DMV transaction data	■ No Charge
☐ Driver license status	☐ $0.50/record, per s. 320.05
☐ Motor vehicle status	☐ $0.50/record, per s. 320.05, F.S.
☐ Driver license transcript (3-year)	☐ $8.00/record, per s. 322.20, F.S.
☐ Driver license transcript (7-year or complete)	☐ $10.00/record, per s. 322.20, F.S.
☐ Cost recovery fee for TML, Inc.*	☐ $0.02/record (rounded to nearest $0.01 daily prior to electronic funds transfer. TML will determine fee on an annual basis)
■ Motor vehicle list	☐ $0.01/record, per s. 320.05, F.S.
☐ Driver license list	☐ $0.01/record, per s. 322.20, F.S.
☐ Driver record search	☐ $0.01/record or $2.00/record if no record is found, per s. 322.20, F.S.
☐ Motor vehicle record	☐ $0.50/record, per s. 320.05, F.S.
☐ Residency verification	☐ $0.01/record, per s. 322.20, F.S.
■ DAVID	N/A
☐ DAVE (government agencies only) ☐ with Photos/Signatures	N/A
☐ Motor Vehicle Insurance Data Exchange/Verification	N/A

* TML Information Services, Inc. owns and operates the computer hardware and software that allows remote interactive access to the databases of the Providing Agency for the Requesting Party. For each single transaction received by the system, one type driver license history will be returned.

☐ The Requesting Party is not requesting personal information and/or is not qualified to obtain personal information pursuant to the Driver's Privacy Protection Act.

■ The Requesting Party is requesting personal information and declares that it is qualified to obtain personal information under the following exception numbers, as listed in Attachment 1, authorized by the Driver Privacy Protection Act: 2. Personal information will be used as follows:

To issue Uniformed Traffic Citations and Registration Stops on toll violators as provided by State Statute 316.1001

☐ The Requesting Party is authorized to receive a ____9-digit social security number ____a 4-digit social security number, pursuant to Chapter 119, F.S., or other applicable laws.

☐ The Requesting Party is authorized to receive insurance data on a per record basis for the purposes, pursuant to section 713.78(4)(b), F.S., or other applicable laws. The Requesting Party may only re-release this information to parties authorized to receive it under section 713.78(4)(b), F.S.

Received by (Initial/Date) _____

II. Definitions

A. "Driver's Privacy Protection Act" (DPPA) – 18 United States Code section 2721 et seq.

B. "Providing Agency" – The Department of Highway Safety and Motor Vehicles. The agency responsible for granting access to driver license and/or motor vehicle data to the Requesting Party.

C. "Requesting Party" – Any entity type that is expressly authorized by section 119.0712(2), Florida Statutes and DPPA to receive personal information and highly restricted personal information that requests information contained in a driver license, motor vehicle, or traffic crash record.

D. "Parties" – The Providing Agency and the Requesting Party.

E. "Third Party" – Any individual, association, organization, or corporate entity who receives driver license and/or motor vehicle data maintained and released by the Providing Agency or Requesting Party.

F. "Government Entity" – Any federal, state, county, county officer, or city government, including any court or law enforcement agency.

G. "Network Provider" – A Requesting Party whose access is provided by remote electronic means through the System to request specific types of data at a minimum of 5,000 transactions per month. A six (6) month startup period will be allowed for new Network Providers, during which time, less than 5,000 transactions per month will be accepted.

H. "Personal Information" – Information found in the motor vehicle or driver record which includes, but is not limited to, the subject's driver identification number, name, address, telephone number, and medical or disability information. Personal information does not include information related to vehicular crashes, driving violations, and driver's status.

I. "Vendor Number" – A unique number assigned to the Requesting Party by the Providing Agency that identifies the type of record authorized for release and it's associated fees. Misuse of a vendor number to obtain information is strictly prohibited and shall be grounds for termination in accordance with Section IX.

J. "Driver license information" – driver license and identification card data collected and maintained by the Providing Agency.

K. "Motor vehicle information" – title and registration data collected and maintained by the Providing Agency for vehicles, and mobile homes.

III. Legal Authority

The Providing Agency maintains computer databases containing information pertaining to driver licenses and motor vehicles pursuant to Chapters 319, 320, and 322, Florida Statutes; and

The driver license and motor vehicle data contained in the Providing Agency databases is defined as public record pursuant to Chapter 119, Florida Statutes; and

The Providing Agency as custodian of the foregoing records may provide access by remote electronic means and charge a fee for the direct and indirect costs of providing such access, pursuant to sections 119.0712(2), 320.05, 321.23, and 322.20, Florida Statutes, and other applicable rules and policies; and

The Requesting Party might obtain via remote electronic means blocked personal information exempt from public disclosure as provided pursuant to section 119.0712(2), Florida Statutes, the Requesting Party shall maintain the confidential and exempt status of such data. Anyone accessing records obtained per this agreement must ensure that the end users of the records are complying with section 119.0712(2), Florida Statutes and DPPA.

The Parties, in consideration of the promised and mutual covenants hereinafter contained, do hereby enter into this MOU.

IV. Statement of Work

A. The Providing Agency agrees to:

1. Provide the Requesting Party with the technical specifications required to access driver license and/or motor vehicle information in accordance with the access method being requested.

2. Allow the Requesting Party/Network Provider to electronically access driver license and/or motor vehicle data.

3. Accept the Requesting Party/Network Provider's electronic requests and respond with appropriate data. At a minimum, 90% of the responses to electronic requests from Network Providers will occur within 15 seconds of receiving the transaction.

4. Collect all fees, pursuant to applicable Florida Statutes, rules and policies for providing the electronically requested data. The fee shall include all direct and indirect costs of providing remote electronic access, according to section 119.07(2)(c), Florida Statutes.

5. Collect all fees due for electronic requests through the Automated Clearing House account of the banking institution which has been designated by the treasurer of the State of Florida for such purposes.

6. Discontinue access of the Requesting Party for non-payment of required fees. The Providing Agency shall not be responsible for the failure, refusal, or inability of the Requesting Party/Network Provider to make the required payments, or interest on late payments for periods of delay attributable to the action or inaction of Network Providers.

7. Not indemnify or be liable to the Requesting Party/Network Provider for any driver license or motor vehicle information, programs, job streams, or similar items delayed, lost, damaged, or destroyed as a result of the electronic exchange of data pursuant to this MOU, except as provided in section 768.28, Florida Statutes.

8. Notify the Requesting Party/Network Provider thirty (30) days prior to changing any fee schedules when it is reasonable and necessary to do so, as determined by the Providing Agency. All fees are established by Florida law. Any changes in fees shall be effective on the effective date of the corresponding law change. The Requesting Party/Network Provider may continue with this MOU as modified or it may terminate the MOU in accordance with Section IX., subject to the payment of all fees incurred prior to termination.

9. Perform all obligations to provide access under this MOU contingent upon an annual appropriation by the Legislature.

10. Provide electronic access for Network Providers to driver license and/or motor vehicle information 24 hours a day, 7 days per week other than scheduled maintenance or other uncontrollable disruptions. Scheduled maintenance normally occurs Sunday mornings between the hours of 6:00AM and10:00AM.

11. Provide an agency contact person for assistance with the implementation of this MOU.

B. The Requesting Party agrees to:

1. For the Requesting Party, driver license and/or motor vehicle, information may only be used for the express purposes described herein. Information obtained from the Providing Agency by the Requesting Party shall not be retained by the Requesting Party, unless obtained for a law enforcement purpose or resold to any Third Party.

2. Be responsible for interfacing with any and all Third Party end users. The Providing Agency will not interact directly with any Third Party end users. Requesting Party shall <u>not</u> give Third Party end users the name, E-mail address, and/or telephone number of any Providing Agency employee without the express written consent of the Providing Agency. *[This does not apply to Government Entities.]*

3. Maintain a help desk for its Third Party end users. Personnel assigned to this help desk shall be fully trained on all aspects of the electronic access and shall be prepared to answer all Third Party end user questions. In cases where the Requesting Party/Network Provider help desk personnel are unable to answer a question from a Third Party end user and that question must be answered by Providing Agency personnel; the Requesting Party shall obtain the answer from the Providing Agency and then relay the answer to the Third Party end user. *[This does not apply to Government Entities.]*

4. Ensure that its employees and agents comply with Section V. Safeguarding Information procedures of this MOU.

5. Not assign, sub-contract, or otherwise transfer its rights, duties, or obligations under this MOU without the express written consent and approval of the Providing Agency.

6. Use the information received from the Providing Agency only for the purposes authorized by this agreement.

7. Protect and maintain the confidentiality and security of driver license and/or motor vehicle information received from the Providing Agency in accordance with this MOU and applicable state and federal law.

8. To the extent allowed by law, the Requesting Party shall defend, hold harmless and indemnify the Providing Agency and its employees or agents from any and all claims, actions, damages, or losses which may be brought or alleged against its employees or agents for the Requesting Party's negligent, improper, or unauthorized use or dissemination of information provided by the Providing Agency.

9. Update user access permissions upon termination or reassignment of users within 5 working days and immediately update user access permissions upon discovery of negligent, improper, or unauthorized use or dissemination of information. Conduct quarterly quality control reviews to ensure all current users are appropriately authorized.

10. For all records containing personal information released to a Third Party, maintain for a period of 5 years, records identifying each person or entity that receives the personal information and the permitted purpose for which it will be used. The Requesting Party shall make these records available for inspection upon request by the Providing Agency. *[This does not apply to Government Entities.]*

11. Pay all costs associated with electronic access of the Providing Agency's driver license and/or motor vehicle information; such costs shall include all one time, recurring, and usage charges for all hardware, software, and services required to connect to and use the electronic access. Payment must be in advance of receiving any information or using electronic means as follows:

    - Complete and sign the appropriate document(s) to allow the Providing Agency's designated banking institution to debit the Requesting Party's designated account.

    - Maintain an account with a banking institution as required by the Providing Agency.

    - Pay all fees due the Providing Agency by way of the Automated Clearing House account of the Providing Agency's designated banking institution. Collection of transaction fees from eligible and authorized Third Party end users is the responsibility of the Requesting Party.

12. Minimum Transaction Level – In order to qualify for direct connection to a port, the Network Provider must agree to submit a minimum of 5,000 transactions per month for driver transcripts or 2,500 transactions for public records access program for motor vehicle/driver license status checks. A six- month startup period will be allowed, during which time less that the minimum will be acceptable. In the event the Network Provider does not maintain the minimum transaction per month beginning with the first day of the seventh month and every month thereafter, the Network Provider's direct connection to a port will be terminated.

V. Safeguarding Information

The Parties shall access, use and maintain the confidentiality of all information received under this agreement in accordance with Chapter 119, Florida Statutes, and DPPA. Information obtained under this agreement shall only be disclosed to persons to whom disclosure is authorized under Florida law and federal law. Any person who willfully and knowingly violates any of the provisions of this section is guilty of a misdemeanor of the first degree punishable as provided in sections 119.10 and 775.083, Florida Statutes. In addition, any person who knowingly discloses any information in violation of DPPA may be subject to criminal sanctions and civil liability.

The Parties mutually agree to the following:

A. Information exchanged will not be used for any purposes not specifically authorized by this agreement. Unauthorized use includes, but is not limited to, queries not related to a legitimate business purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.

B. Information exchanged by electronic means will be stored in a place physically secure from access by unauthorized persons.

C. Access to the information exchanged will be protected in such a way that unauthorized persons cannot review or retrieve the information.

D. All personnel with access to the information exchanged under the terms of this agreement will be instructed of, and acknowledge their understanding of, the confidential nature of the information. These acknowledgements must be maintained in a current status by the Requesting Party.

E. All personnel with access to the information will be instructed of, and acknowledge their understanding of, the criminal sanctions specified in state law for unauthorized use of the data. These acknowledgements must be maintained in a current status by the Requesting Party.

F. All access to the information must be monitored on an on-going basis by the Requesting Party. In addition, the Requesting Party must complete an annual audit to ensure proper and authorized use and dissemination.

G. By signing the MOU, the representatives of the Providing Agency and Requesting Party, on behalf of the respective Parties attest that their respective agency procedures will ensure the confidentiality of the information exchanged will be maintained.

VI. Compliance and Control Measures

A. **Internal Control Attestation** - This MOU is contingent upon the Requesting Party having appropriate internal controls over personal data sold or used by the Requesting Party to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. Upon request from the Providing Agency, the Requesting Party must submit an attestation from a currently licensed Certified Public Accountant performed in accordance with American Institute of Certified Public Accountants (AICPA) "Statements on Standards for Attestation Engagement." In lieu of submitting the attestation from a currently licensed Certified Public Accountant, Requesting Party may submit an alternate certification with pre-approval from the Department. In the event the Requesting Party is a governmental entity, the attestation may be provided by the entity's internal auditor or inspector general. The attestation must indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure. The attestation must be received by the Providing Agency within 180 days of the written request. The Providing Agency may extend the time to submit the attestation upon written request and for good cause shown by the Requesting Agency.

B. **Misuse of Personal Information** – The Requesting Party must immediately notify the Providing Agency and the affected individual following the determination that personal information has been compromised by any unauthorized access, distribution, use, modification, or disclosure. The statement to the Providing Agency must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, the requesting party agrees to comply with the provisions of section 501.171, Florida Statutes. The Parties agree that any subsequent changes to this law will be binding upon both parties.

C. The Providing Agency shall receive an annual affirmation from the Requesting Party indicating compliance with the requirements of this agreement no later than 45 days after the anniversary date of this agreement.

VII. Period of Performance

This MOU shall be effective upon the last signature of the Parties to this agreement and will remain in effect for three years from the date of execution, as provided on the next page. Once executed, this MOU supersedes all previous agreements for these conditions of services defined in Section I.

VIII. Amendments

A. This MOU incorporates all prior negotiations, interpretations, and understandings between the Parties, and is the full expression of their agreement.

B. This MOU may be subsequently amended by written agreement between the Parties. Any change, alteration, deletion, or addition to the terms set forth in this MOU and its numbered addendums must be by written agreement executed by both Parties.

C. All provisions not in conflict with the amendment(s) shall remain in effect and are to be performed as specified in this MOU.

IX. Termination

A. This agreement may be terminated for cause by either party upon finding that the terms and conditions contained herein are not being followed. No written notice or notifying period will be required.

B. This agreement is subject to unilateral cancellation by the Providing Agency without notice for failure of the Requesting Party to comply with any of the requirements of the MOU and applicable Florida Statutes, including section 119.0712(2), Florida Statutes.

C. The Contract may be terminated upon thirty (30) days' notice in writing to the Contract Manager without penalty to either party. All obligations of either party under the contract will remain in force during the thirty (30) day notice period.

IN WITNESS HERETO, the PARTIES have executed this Agreement by their duly authorized officials.

Requesting Party:

Central Florida Expressway Authority
Company / Agency Name

4974 ORL Tower Road
Street Address

Suite

Orlando, FL 32807
City, State Zip Code

By: _____

Laura Kelley
Printed/Typed Name

Executive Director
Title

Date

Laura.Kelley@CFXWay.com
E-Mail Address

407-690-5000
Phone Number

407-690-5034
Fax Number

Providing Agency:
Florida Department of Highway Safety and Motor Vehicles
2900 Apalachee Parkway
Tallahassee, Florida 32399

By: _____

Lisa M. Bassett
Printed/Typed Name

Chief of Purchasing & Contracts
Title

Date

Technical Contact for FTP, Program Access

Paul Crawford
Printed/Typed Name

Paul.Crawford@CFXWay.com
E-Mail Address

407-690-5112
Phone Number

Point of contact for Web Application Access

Paul Crawford
Printed/typed Name

Paul.Crawford@CFXWay.com
E-Mail Address

407-690-5112
Phone Number

Attachment 1

DRIVER PRIVACY PROTECTION ACT EXEMPTIONS

Pursuant to section 119.0712(2), F. S., personal information in motor vehicle and driver license records can be released for the following purposes, as outlined in 18 United States Code, section 2721.

1. Personal information referred to in subsection (a) shall be disclosed for use in connection with matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls, or advisories, performance monitoring of motor vehicles and dealers by motor vehicle manufacturers, and removal of non-owner records from the original owner records of motor vehicle manufacturers to carry out the purposes of titles I and IV of the Anti Car Theft Act of 1992, the Automobile Information Disclosure Act (15 U.S.C. 1231 et seq.), the Clean Air Act (42 U.S.C. 7401 et seq.), and chapters 301, 305, and 321-331 of title 49, and, subject to subsection.

2. For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

3. For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

4. For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only -
   (a) to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and
   (b) if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.

5. For use in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.

6. For use in research activities, and for use in producing statistical reports, so long as the personal information is not published, redisclosed, or used to contact individuals.

7. For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

8. For use in providing notice to the owners of towed or impounded vehicles.

9. For use by any licensed private investigative agency or licensed security service for any purpose permitted under this subsection.

10. For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49.

11. For use in connection with the operation of private toll transportation facilities.

12. For any other use in response to requests for individual motor vehicle records if the State has obtained the express consent of the person to whom such personal information pertains.

13. For bulk distribution for surveys, marketing or solicitations if the State has obtained the express consent of the person to whom such personal information pertains.

14. For use by any requester, if the requester demonstrates it has obtained the written consent of the individual to whom the information pertains.

15. For any other use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety.

CONSENT AGENDA ITEM

#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

RE: Award of Contract for
Wrong-Way Driving Vehicle Detection and
Countermeasures Equipment Installation
Contract No. 001126; Project No. 599-526A

In accordance with the approved Procurement Policy and Procedures for an invitation to bid, the Procurement Department opened sealed bids on October 26, 2015, for the referenced project. Bid results were as follows:

	Bidder	Bid Amount
1.	The New Florida Industrial Electric	$1,405,933.40
2.	SICE, Inc.	$1,961,471.48
3.	United Signs & Signals, Inc.	$2,323,298.60

The Engineer's Estimate for this project is $2,204,113.06.

On October 27, 2015, we were contacted by The New Florida Industrial Electric (FIE) who requested permission to withdraw its bid due to errors in the unit prices for some of the items. We compared the FIE unit prices to the Engineer's Estimate and to those of the other bidders and identified certain items where the FIE unit prices were significantly lower which would indicate errors had been made. On that basis, we accepted FIE's explanation for the errors and allowed them to withdraw their bid without penalty.

The Procurement Department evaluated the two other bids and determined the bid from SICE, Inc., to be responsible and responsive to the bidding requirements. Award of the contract to SICE in the amount of $1,961,471.48 is recommended contingent upon final execution of the contract by both parties.

CONTRACT

This Contract No. 001126 (the "Contract"), made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called CFX and SICE, INC., 14350 N.W. 56 Court, Suite 105, Opa Locka, Florida 33054, hereinafter the CONTRACTOR:

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

The work to be done under this Contract includes installation of all items associated with Contract No. 001126, Wrong-Way Driving Vehicle Detection and Countermeasures Equipment Installation, (Project No. 599-526A) as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is $1,405,933.40. This Contract was awarded by the CFX Board of Directors at its meeting on November 12, 2015.

The Contract Documents consist of:

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

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

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

SICE, Inc.

By:_____

_____
Title

ATTEST: _____(Seal)

Approved as to form and execution, only.

General Counsel for CFX

_____

CONSENT AGENDA ITEM

#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Claude Miller
Director of Procurement

DATE: October 27, 2015

RE: Authorization to Execute Cooperative Purchase (Piggyback) Agreement with Traffic Control Devices, Inc., for Installation of SunPass® Signs
Contract No. 001162

Board approval is requested to execute an agreement with Traffic Control Devices, Inc., (TCD) in the amount of $192,025.00 to install SunPass® signs at ramp and mainline toll plazas.

This will be a cooperative purchase (piggyback) agreement based on a contract between TCD and the City of Winter Park for the same services which will allow us to take advantage of the favorable rates already negotiated by Winter Park.

CENTRAL FLORIDA EXPRESSWAY CFX
COOPERATIVE PURCHASE AGREEMENT
INSTALLATION OF SUNPASS® SIGNS
CONTRACT NO. 001162

This Contract is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and TRAFFIC CONTROL DEVICES, INC., 242 N. Westmonte Drive, Altamonte Springs, FL 32714, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Central Florida Expressway Authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform installation of SunPass® signs; and,

WHEREAS, on or about October 29, 2014, the CONTRACTOR entered into Contract No. IFB-12-2014 with the City of Winter Park (City) to provide substantially the same services as required by CFX; and,

WHEREAS, an Invitation to Bid seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with the City for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by the City; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in its contract with the City, a copy of which is attached to this Contract, and such additional terms and conditions as detailed below;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

2. CONTRACT TERM AND AMOUNT

The term of the Contract will be thirty (30) calendar days from the date specified in the Notice to Proceed from CFX. The Contract amount shall not exceed $192,025.00 during the term.

3. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the pricing sheet included in the CONTRACTOR's contract with the City.

4. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the CONTRACTOR's contract with the City with additional coverage as required below. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR's liabilities and obligations under this Contract. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance. The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements. Additional coverage shall be as follows:

4.1 **Comprehensive Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

4.2 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

4.3 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such policy or policies shall be carried without deductible, without co-insurance, and shall (a) include CFX, and such other parties CFX shall designate, as additional insureds, (b) be primary insurance, (c) include within the terms of the policy, or by contractual liability endorsement, coverage insuring the CONTRACTOR's indemnity obligations, (d) provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of

subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

5. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

5.1 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
(ii) all workplace laws, regulations, and posting requirements, and

5.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

5.3 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

6. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, agents, CONTRACTOR's or employees from all suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere

herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees). CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

7. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX's instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

8. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, without first notifying CFX and securing its consent in writing.

9. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

10. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

11. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

12. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

13. DISPUTES AND TERMINATION

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time, for any reason, with 7 days notice for convenience or 10 days notice for cause.

14. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

15. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

16. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

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

17. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

18. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

18.1 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

18.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

19. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Director of Procurement

TRAFFIC CONTROL DEVICES, INC.

By:_____

_____
Title

Attest: _____(Seal)

Date: _____

TRAFFIC CONTROL DEVICES, INC.

Corporate Office
242 North Westmonte Drive
Altamonte Springs, Fl 32714

Phone - 407.869.5300
Fax - 407.682.0076
www.TCD-USA.com

Local Offices
Altamonte Springs, FL
Clermont, FL
Deland, FL
Jacksonville, FL
Pompano, FL
Punta Gorda, FL
Rockledge, FL
Sarasota, FL
Tampa, FL
Dallas, TX
Houston, TX
San Antonio, TX
Salisbury, NC

To:	Central Florida Expressway Authority	**Contact:**	Corey Quinn
Address:	4974 ORL Tower Road	**Phone:**	(407) 690-5000
	Orlando, FL 32807	**Fax:**	(407) 690-5032
Project Name:	096-15 CFX - Install Sun-Pass Sign Panels	**Bid Number:**	
Project Location:	Along SR417, SR429, SR408, SR528, SR414, Orlando, FL	**Bid Date:**	11/2/2015

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
3	Regular Time Traffic Signal Level I Tech	1,400.000	MH	$45.00	$63,000.00
4	Overtime Traffic Signal Level I Tech (Project Supervisors)	150.000	MH	$67.50	$10,125.00
5a	Bucket Truck	900.000	HR	$74.25	$66,825.00
5d	Service Vehicle (Project Supervisor Vehicles)	150.000	HR	$35.50	$5,325.00
6	Police Officer	850.000	MH	$55.00	$46,750.00

Total Bid Price: $192,025.00

Notes:

- This proposal is a unit price proposal. The total sum is an approximate sum based on the estimated quantities on the attached proposal (which is an integral part of this proposal) at the unit prices depicted thereon. The final contract amount of any contract resulting from this proposal shall be based on the quantities actually installed and field verified by the Owner's architect/engineer at these unit prices.
- Our price includes Insurance.
- ~~All Maintenance of Traffic, if required, shall be provided by others.~~
- No items quoted herein may be "broken out" without prior approval in writing.

Payment Terms:

Payments are to be made to us by the tenth day of the month for all work installed and materials placed on the job site during the preceding month, less five (5%) percent retainage (unless the Prime Contract calls for a different retainage percentage). Final Payment, including retainage, will be due not more than thirty (30) days after completion and acceptance of the work. Any contract resulting from this proposal shall be on the terms and conditions mutually acceptable to the Purchaser and Traffic Control Devices, Inc.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Traffic Control Devices, Inc.** **Authorized Signature:** **Estimator:** Rob Rebert 407-869-5300 r.rebert@tcd-usa.com

CITY OF WINTER PARK

PROFESSIONAL SERVICES AGREEMENT

The City of Winter Park, 401 Park Avenue South, Winter Park, FL 32789, (hereinafter "City"), enters this Agreement for professional services with Traffic Control Devices, Inc., (hereinafter "Contractor"), and for the consideration hereinafter specified, the adequacy of which is acknowledged, the parties agree as follows:

1. Scope of Services. The Contractor is contractually bound to provide the following described professional services: Traffic Signal Maintenance. If Contractor was selected pursuant to a form of competitive procurement issued in writing, then the terms, conditions and contractual requirements with respect to IFB-12-2014 (hereinafter referred to as the "IFB") shall be incorporated herein by reference and the requirements of the RFP are fully incorporated and are binding.

With respect to the Scope of Services and services provided, Contractor is bound and agrees as follows:

a. All services rendered will be in compliance with the Contract, including any City issued RFP/competitive procurement specifications.

b. The services will be rendered in a good, workmanlike and professional manner of a quality required of like contractors or professionals in Florida when providing such service.

c. The services will be in compliance with all requirements of applicable local, state and federal laws.

d. If a professional license is required for any part of the service provided hereunder, then only licensed professionals whose licenses are in good standing under

Florida law shall provide such service, and all of such service shall be provided in a manner required by Florida law with respect to such licensure.

2. Consideration/Payment. For rendition of these services, the City agrees to pay the Contractor as follows: Net 30. Contractor's invoices shall be sufficiently detailed so that the City can identify reasonably the service provider or providers, dates of service, details regarding the service provided on specific dates, and if there is payment by hour, then each service shall be sub-billed in increments of six (6) minutes (.1 hour). Costs may be billed only if authorized, and shall be actual, incurred, and billed in detail by Contractor with the invoice. Backup documentation for all costs must be attached to the invoice or the cost item will not be payable. If travel and meals/lodging are reimbursable, then the state maximum for such travel expenses, including meals and lodging, shall be subject to the maximum limitations set out in Chapter 112, Florida Statutes, and there will be a requirement that any air travel will be payable only at the available coach rate.

3. Term of the Contract. This Contract is valid for 1 year subject to renewal options of 4 additional 1 year renewals at the sole discretion of the City. The Contract may be terminated sooner as follows:

a. The Contract may be terminated for material breach that is not of an emergency nature by the party not in breach issuing a written notice to the other identifying the alleged material breach or breaches of contract. The party receiving notice shall thereafter have thirty (30) days within which to cure the default or the Contract shall be deemed terminated. If the nature of the default is such that it may not be cured within thirty (30) days, then it is sufficient if the party receiving notice commences cure within said thirty (30) day cure period and works continuously thereafter with reasonable dispatch to complete the cure of the default.

b. City may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of thirty (30) days on the Contractor. At the City's option, Contractor may continue to provide services during the thirty (30) day notice period or, will immediately remove its tools and personnel upon demand by the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the thirty (30) day notice period, at the option of the City.

c. Contractor may terminate the Contract for any reason, including for its own convenience or without cause, by serving written notice of sixty (60) days on the City. The City's sole obligation will then be to pay for Contractor's services rendered through the date of notice (directing removal from the project) or through the date of termination following the expiration of the sixty (60) day notice period, at the option of the City, whichever date applies.

d. The Contract may be terminated immediately by notice by a party not in breach if the other party has committed a material breach that creates an emergency situation endangering the health, safety or welfare of persons or property.

e. Invoices are due and payable within forty-five (45) days after receipt of the invoice by the City. If the City fails to identify problems with an invoice as required by Florida's Prompt Payment Act and upon expiration of forty-five (45) days from City's receipt of an invoice the Contractor may thereafter serve a written demand for payment of the invoice. The City shall thereafter have fifteen (15) days to cure by making any required payment. If City fails to cure or identify deficiencies in

the billing which excuse payment, the Contractor may thereafter terminate the Contract by further notice.

4. Contractor's Indemnification and Hold Harmless. Contractor, its successors and assigns shall hold harmless and indemnify the City and its agents and employees from and against any and all claims, losses, damages, lawsuits or demands of any type whatsoever made by any third party arising out of or related to Contractor's performance of this Contract or any matter relating to the performance of work under this Contract or the work itself. Without limitation, this duty to indemnify and hold harmless will include all third party claims related in any manner to an allegation of deficient work or failure to perform work called for under this Contract resulting in injury or damage to person or property. Notwithstanding this provision, the duty to indemnify and hold harmless will not apply if the cause of the loss or damage is shown to be substantially the fault or responsibility of the City as a result of its negligence or the intentional wrongdoing or reckless and gross negligence of any agent or employee of the City acting within the course and scope of his or her employment/agency.

5. Required Insurance. Contractor shall have and shall maintain continuously throughout the term of this Contract the following required insurance coverages:

a. Commercial general liability: as stated in solicitation document.

b. Workers compensation insurance as required by law for all personnel.

c. Automobile/motor vehicle coverage: as stated in solicitation document.

d. Errors and omissions or professional liability insurance: as stated in solicitation document.

All insurance required shall be in a form and coverage acceptable to the City's Director of Risk Management. Contractor agrees to revise or replace such insurance as may be requested by the Director of Risk Management from time to time during the term of the Contract. Contractor shall allow all of its insurance documents to be reviewable upon request by the City. Contractor shall assign to the City all of its rights under its policies of insurance upon demand by the City.

Contractor shall provide certificates of insurance for its professional liability/errors and omissions, automobile/motor vehicle and commercial general liability coverages showing that the insurance is in effect and will not be canceled without notice to the City, and such policies/certificates shall name the City of Winter Park as an additional insured.

6. Miscellaneous.

a. City reserves all of its authority, rights and privileges of sovereign immunity, including without limitation those rights, privileges and limitations of liability in Section 768.28, Florida Statutes. This Contract shall not be interpreted in any manner to waive or limit the City's rights of sovereign immunity.

b. There are no third party beneficiaries to this Contract and only the City and Contractor shall have any rights that are enforceable under this Contract.

c. This Contract shall be binding upon all successors to the Contractor. Notwithstanding, this Contract may not be assigned without the prior express written permission of the City.

d. This Contract may not be amended except in writing approved in the manner required by the City's Code of Ordinances respecting contracts.

e. The exclusive venue and forum for resolution of any disputes arising out of or related to this Contract or the services provided hereunder shall mandatorily be in the court of appropriate jurisdiction in Orange County, Florida. The law of Florida shall apply with respect to the interpretation of the Contract and all rights and remedies of the parties to the Contract.

f. Any notice required or allowed by this Agreement shall be served by fax, email and express delivery or hand delivery showing the signature of the person to whom delivered as follows:

i. **Notice to the City:** Randy Knight, City Manager
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789
Fax: 407- 691.6651
Email: rknight@cityofwinterpark.org

With a copy to: Usher L. Brown, Esquire, City Attorney
Brown, Garganese, Weiss & D'Agresta, P.A.
111 N. Orange Ave., Suite 2000
Orlando, FL 32801
Fax: 407-425-9596
Email: ulbrown@orlandolaw.net

ii. **Notice to Contractor:** _____
_____
_____
Fax: _____
Email: _____

With a copy to: _____
_____
_____
Fax: _____
Email: _____

g. Waiver of any default by a party shall not constitute a waiver of any future default.

h. Contractor had an opportunity to negotiate this Contract and seek advice of its counsel. Accordingly, in interpreting this Contract the court shall not apply the rule that the Contract should be construed against the drafter and instead will treat the Contract as if it was drafted by the parties equally.

i. No employee or agent of the City has any authority to modify or alter the terms of this Contract and Contractor is bound to know the limitations of the authority with each agent and employee of the City with whom it may deal. The Contractor is permitted to take direction consistent with the express terms of this Contract from the City Manager or designee, but such direction may not alter or vary the express written terms hereof without a subsequent formal written amendment to the Contract.

7. Time for Completion. Time is of the essence with respect to this Contract and Contractor shall promptly perform all work assigned in a good and workmanlike manner and shall complete the work on a timely basis. The City Manager or designee shall have the authority to issue a notice to proceed with respect to the services required hereunder. With respect to completion of work:

a. Contractor shall complete its work under this Contract on or before N/A.

b. If the work is assigned periodically, then the notice to proceed shall specify the completion date for the work assigned, and Contractor will agree to such completion date as may be stated in notices to proceed issued pursuant to the authority hereof.

c. If Contractor fails to achieve timely completion, City shall be damaged, but the parties agree that the actual amount of damages that would be suffered by a failure to achieve timely completion is unable to be determined at this time reasonably.

Therefore, the parties agree that for each day following the deadline for completion that Contractor is not completed with its work, City may assess liquidated damages in the amount of N/A dollars ($N/A) per day which may be set off against any monies otherwise due Contractor. The parties agree that this amount is not a penalty, but is a reasonable approximation of the damages that would be suffered in the future by the City in the event the Contractor fails to timely complete its work.

8. Retainage and Corrective Work. At the option of the City, it may withhold ten percent (10%) from each invoice payable to the Contractor as retainage to assure that the Contractor will complete the work and perform any corrective work. Upon tender of completion, the City shall have twenty (20) business days to identify any deficiencies in the work and Contractor agrees to promptly remedy and correct such matters, including completion of work identified as incomplete or insufficient.

9. Contractor May Not Alter These Terms. No purchase order, contract addendum or document of any type issued by Contractor will be acceptable and none of such will be allowed to amend or alter the requirements of this Contract and the competitive procurement referenced above. In the event such a document is issued by Contractor, it shall be null, void and of no effect.

10. Contractor's Warranty. Contractor warrants all of its work as good, workmanlike, sufficient, and compliant with the requirements of the Contract and all applicable laws and codes.

11. Effective Date. This Contract is effective on the date approved by the City Commission or signed by the Mayor/City Manager, whichever is the latest date.

CITY OF WINTER PARK

"CITY"

By: _____

Printed Name: Randy Knight/Kenneth Bradley

Title: City Manager/Mayor

Date: 10/29/14

Attest:

_____

Cindy Bonham, City Clerk

Date: 10/29/14

TRAFFIC CONTROL DEVICES, INC.

"CONTRACTOR"

By: _____

Printed Name: J.C. BREEDING

Title: VICE PRESIDENT

Date: 10-16-14

Telephone 407.869.5300

Email: j.breeding@tcd-usa.com

IFB-12-2014
Traffic Signal Maintenance

Price Sheet

1. $61.50 /Hourly rate for regular time traffic signal maintenance from a Level II Technician Regular time traffic signal maintenance shall be for Contractor providing service between 7:00am and 6:00pm (EST). The maintenance shall include all the materials, equipment and supplies. *See attachment "A"
2. $92.25 /Hourly rate for overtime traffic signal maintenance from a Level II Technician. Overtime traffic signal maintenance shall be for Contractor provided service between 6:01 pm and 6:59 am (EST), and on all weekends and legal holidays
3. $45.00 /Hourly rate for regular time traffic signal maintenance from a Level I Technician. Regular time traffic signal maintenance shall be for Contractor providing service between 7:00am and 6:00pm (EST). The maintenance shall include all the materials, equipment and supplies. *See attachment "A"
4. $67.50 /Hourly rate for overtime traffic signal maintenance from a Level I Technician. Overtime traffic signal maintenance shall be for Contractor providing service between 6:01 pm and 6:59 am (EST), and on all weekends and legal holidays.

   1. Contractor shall list all holidays for their Company below:
   New Years's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day after Thanksgiving, Christmas Eve & Christmas Day

   2. The City's holidays are as follows:
   New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve (Half Day), & Christmas

5. The Contractor shall charge the prevailing rental rate to the Owner on all standard construction equipment. The following specialized traffic light equipment shall be charged to the lesser of the prevailing rental rate for the Owner or the following designated cost per hour:

   a) Bucket Truck $74.25 /hour
   b) Lift Truck $74.25 /hour
   c) Auger/Crane Truck $158.50 /hour
   d) Service Vehicle $35.50 /hour

COMPANY NAME: Traffic Control Devices, Inc.
TELEPHONE: 407-869-5300 Email: d.hutchins@tcd-usa.com
AUTHORIZED SIGNATURE: J.C. Breeding/VP
DATE: September 3, 2014

TRAFFIC CONTROL DEVICES, INC.
Altamonte Springs, Florida.
Established 1978

242 N. Westmonte Drive
Altamonte Springs, FL 32714
(407) 869-5300
(407) 682-0076

ATTACHMENT "A"

We are taken exception to the last sentence in items 1 and 3. This attachment explains how we incorporated our cost into what items.

Do to this being a Maintenance Contract there is no way for us to include materials, equipment and supplies in one item. Below explains what is included in each pay item.
For 1, 2, 3 & 4 on the price sheet the hourly rate only includes the labor for the Level II or Level I Technician.

All material shall be priced separately to include: material cost, plus tax and mark-up of 17.5%.

Equipment used shall be charged per 5a, 5b, 5c and 5d on the price sheet.

Thank you,

James C. Breeding/VP

EXHIBIT "B"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME	FIRST NAME	MIDDLE NAME
HERR	ANDRIA	RITA

NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE: Central Florida Expressway Authority

MAILING ADDRESS: Po Box 954203

THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:

☐ CITY ☐ COUNTY ☒ OTHER LOCAL AGENCY

CITY	COUNTY
LAKE MARY	Seminole

NAME OF POLITICAL SUBDIVISION:

DATE ON WHICH VOTE OCCURRED: 11/12/2015

MY POSITION IS:

☐ ELECTIVE ☒ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

15 NOV '15 AM11:39

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Andria Herr, hereby disclose that on 11/12/2015, 20 _____

(a) A measure came or will come before my agency which (check one)

_____ inured to my special private gain or loss;

_____ inured to the special gain or loss of my business associate, _____;

_____ inured to the special gain or loss of my relative, _____

_X_ of by inured to the special gain or loss whom I am retained; or _____, by

_____ inured to the special gain or loss of is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Moore, Stephens, Lovelace is A client

16 NOV '15 AM 11:39

11/14/2015
Date Filed

Andria R. Herr
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

EXHIBIT "C"

Executive Director Monthly Report
November 12, 2015

The Central Florida Expressway Authority Snapshot Summary for September is attached.

A draft executive dashboard is also attached for your review and comment. The dashboard will continue to evolve with Board member input.

Chairman Cadwell, Michelle Maikisch and I met with the following legislators on October 21st:

House Speaker Steve Crisafulli
Senate President Andy Gardiner
Representative Mike La Rosa
Senator Jeff Brandes
Senator Jack Latvala

I briefly met with Jim Boxold on October 21st and a follow up teleconference took place on November 4th with Commissioner Carey, Secretary Boxold and myself to discuss the purchase and/or swap of SR 417 and SR 429 in Seminole and Osceola Counties.

The valuation methodology to facilitate the buy/swap of SR 417 and SR 429 in Seminole and Osceola Counties will be discussed with Ben Watkins, Director of the Florida Division of Bond Finance in the near future. The Division of Bond Finance is responsible for issuing bonds for the State of Florida and advises FDOT on debt management policies.

The CFX team continues to meet with Florida Turnpike's staff to discuss their schedule for managed lanes to SR 417 and SR 528. Construction is anticipated to start June 2016 for SR 417 managed lanes between Seminole County line and SR 434 and SR 528 managed lanes between Turnpike and McCoy Road.

The Innovation Way Interchange Project is proceeding to 100% plans. Staff is coordinating with Suburban Land Reserve to work out a schedule for completion.

An open house public meeting for the SR 408 Preliminary Design & Engineering Study was held on October 22nd.

CFX continues to work with All Aboard Florida on final construction plans along a portion of SR 528. CFX, All Aboard Florida and Suburban Land Reserve are working to meet all conditions precedent to execute closing documents by the end of November.

Staff is coordinating with the engineers for the proposed interchange at SR 414 and Marden Road that has been proposed by the land developers at this site.

CFX has not received any updates this past month regarding the Centralized Customer Service System from Florida's Turnpike.

The consent agenda includes an item to place SunPass logos on our E-PASS signs where there are none today.

CFX staff attended/presented at the following meetings this past month:

Sanford River Festival (Wekiva Parkway) – 10/10
I-4 Ultimate Progress Meeting – 10/21
SR 408 Eastern Extension PD&E Public Meeting – 10/22
Mount Dora Craft Fair (Wekiva Parkway) – 10/24 & 10/25
Calle' Orange – 10/25
Hyatt Grade Cypress Benefits Fair – 10/29
UCF Benefits Fair – 10/30
I-4 Ultimate Progress Meeting – 11/4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Snapshot Summary — September 2015

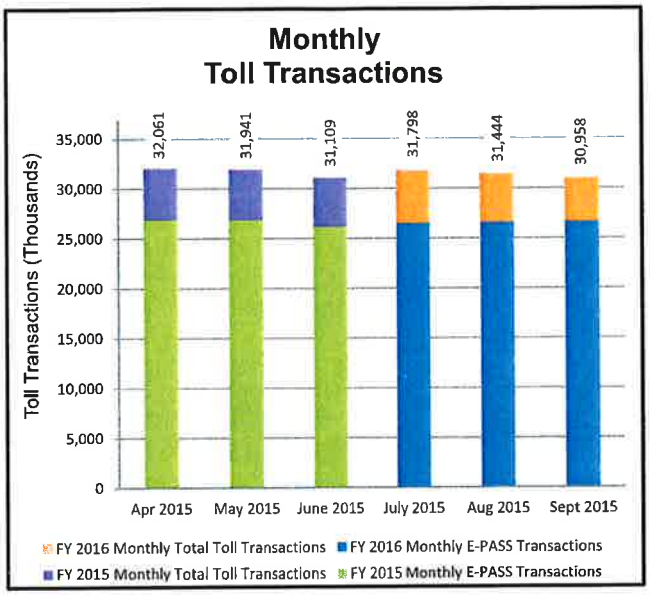
SYSTEMWIDE TRAVEL CONDITIONS

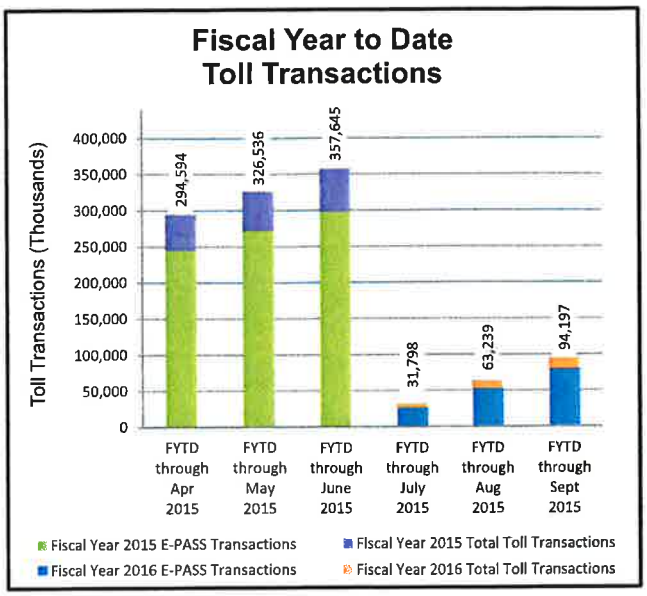


Delay Number	Delay Location	Planned Work Plan Projects		
		Number	Name	Status
Morning (AM) Peak Direction				
1	SR 408 WB from Mills Avenue to I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
2	SR 408 WB from Dean Road to Mills Avenue	-	-	Heavy traffic merging. Continue to monitor situation.
3	SR 408 EB from West SR 50 to Hiawassee Road	408-127	SR 408 Widening from Good Homes Road to Hiawassee Road	Design underway
4	SR 417 from County Line to University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016
7	SR 408 EB approaching I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
6	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
Afternoon (PM) Peak Direction				
5	SR 408 EB approaching I-4	-	SR 408 / I-4 Ultimate Interchange	Part of the I-4 Ultimate Improvements by FDOT District 5. Construction underway.
6	SR 528 WB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
7	SR 528 EB at Airport Mainline Toll Plaza	528-405	Airport Plaza Demolition	Construction underway
8	SR 408 EB from SR 417 to Econ Trail	408-128	SR 408 Widening from SR 417 to Alafaya Trail	Design underway
9	SR 408 EB approaching East SR 50	-	-	On going SR 50 construction by FDOT
10	SR 417 NB from SR 50 to University Boulevard	TBD	SR 417 Widening from Econ Trail to County Line	Design FY 2016
11	SR 429 SB approaching CR 535	429-654C	SR 429 / CR 535 Ramp Improvements	Construction underway

Delay Location and Remedy Project

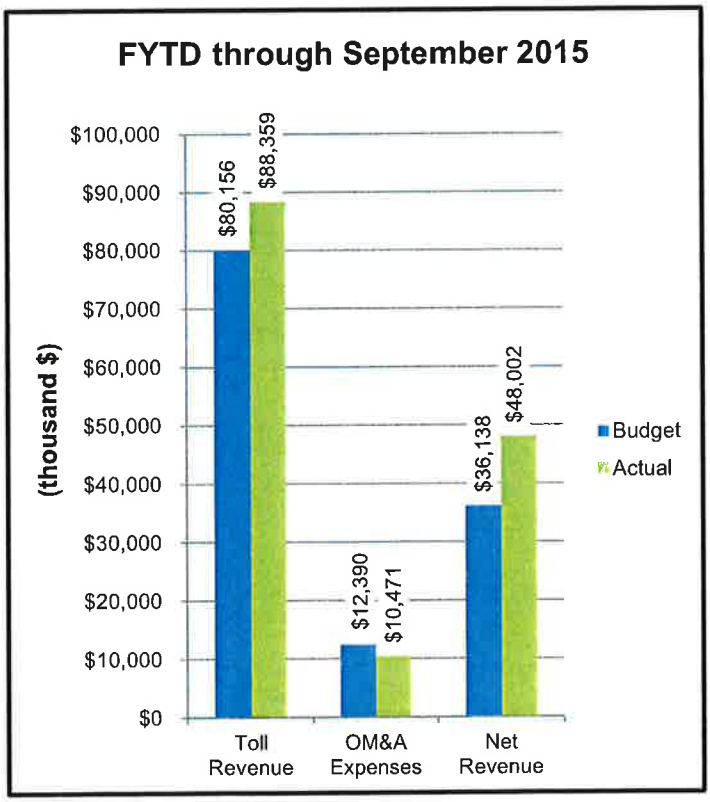
TRAFFIC SUMMARY

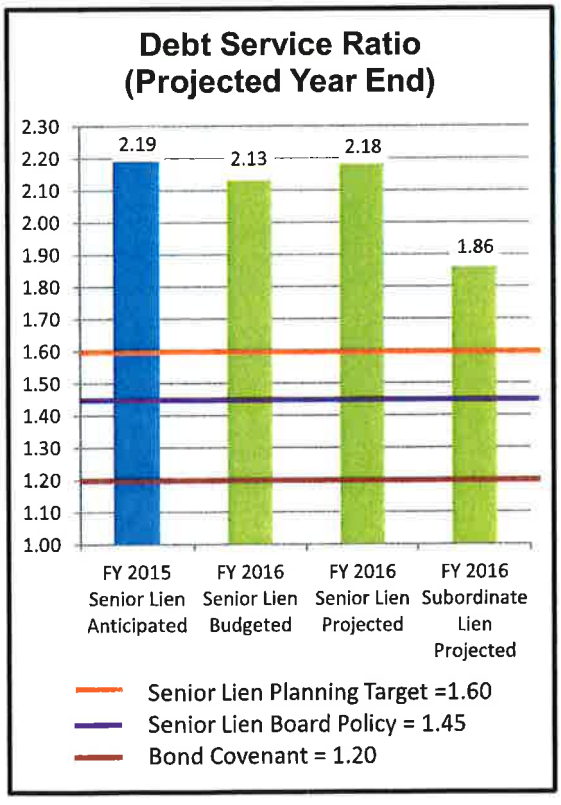




Transactions are shown for the past 6 months.

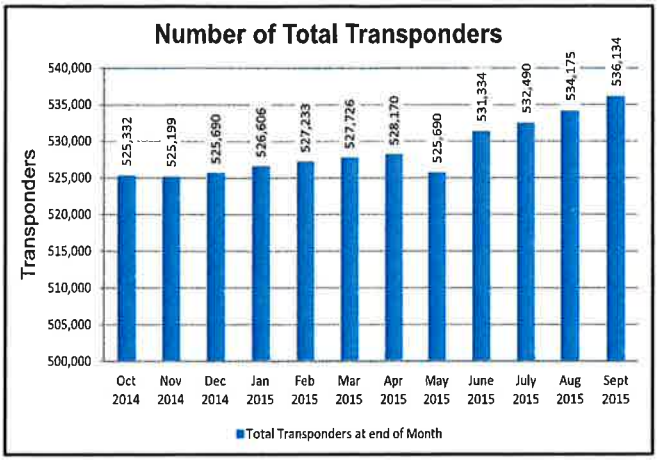
FINANCIAL

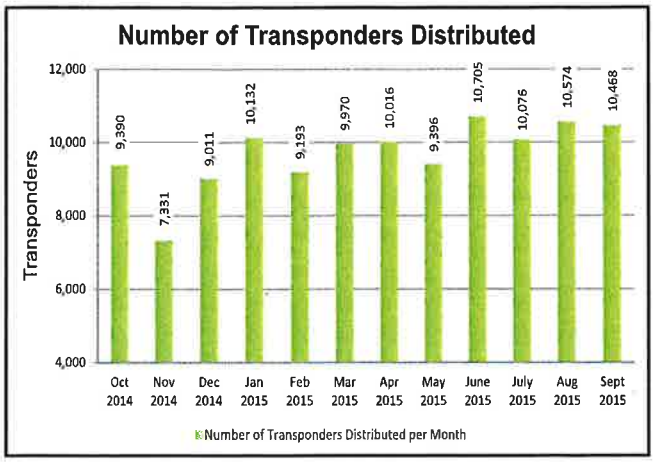


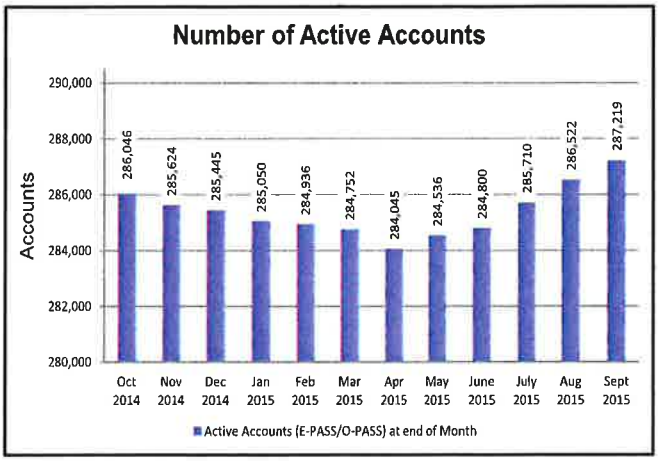


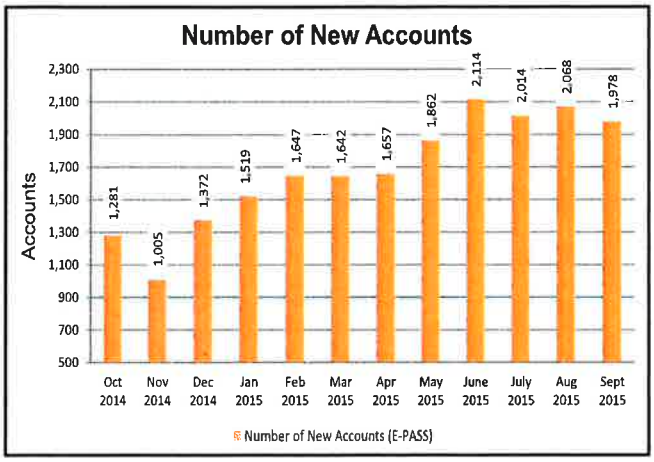
Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the fiscal year ended June 30, 2015.

E-PASS TRANSPONDERS AND ACCOUNTS









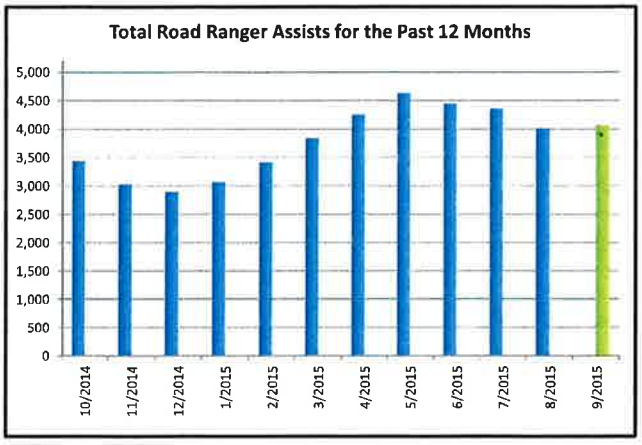
Notes:
1. Transponder and account information is shown for the past 12 months.
2. Monthly transponders distributed include, but are not limited to new accounts, change in auto ownership, and replacement of old transponders with a newer version or sticker tag.
3. Active accounts are those showing activity within the past year.

CUSTOMER SERVICE

Average E-PASS Service Wait Times

	Observed	Goal
Call Center	1 min, 43 sec	< 1 min
East Walk-In Center	4 min, 15 sec	< 5 min
West Walk-In Center	3 min, 26 sec	< 5 min

Road Ranger Assists: 4,068



OPERATIONAL IMPROVEMENTS AND SAFETY

Project Highlight



June 2015 was the first operational month of the *Wrong Way Driving Countermeasures Pilot Project*. The pilot project was implemented at the SR 408 Hiawassee Road and Kirkman Road interchanges. During the month of August 2015, there were 2 documented turn-arounds.

Project 599-526A, Wrong Way Countermeasures Phase II is currently under design.

Current and Upcoming Operational / Safety Enhancement Activities

- Project 429-654C, SB SR 429 Ramp to CR 535 (under construction)
- Project 528-405, SR 528 Airport Mainline Toll Plaza Demolition (under construction)
- Project 599-620, Systemwide Ramp Striping and Option Lane Arrows (under construction)
- Project 599-729, SR 408 and SR 417 Guide Sign Replacements (under construction)
- Project 417-129, SR 417 Pedestrian Safety Improvements at Landstar (bidding)
- Project 599-616B, Trailblazer Replacement Phase II (bidding)
- Project 599-126, SB SR 417 to WB SR 528 Ramp Realignment (under design)
- Project 599-525, Systemwide Plaza DMS Upgrades (under design)
- Project 599-736, Systemwide RPM Replacement (under design)

MAJOR DESIGN AND CONSTRUCTION FUNDED PROJECTS SUMMARY

The schedules reflect the anticipated procurement activities. They are based on the current FY 16-20 Work Plan and are subject to change.

Project No.	Project Name	2015	2016	2017	2018	2019	2020
417-301C	SR 417 / Boggy Creek Road Interchange						
528-405	SR 528 Airport Toll Plaza Demolition						
408-254	SR 408 Eastern Extension PD&E						
417-731A	SR 417 Resurfacing from SR 50 to Orange/Seminole County Line						
429-202	Wekiva Parkway (1A) - US 441 to N of Ponkan Road						
429-203	Wekiva Parkway (1B) - N of Ponkan Road to N of Kelly Park Road						
253F	SR 408 / SR 417 Interchange (Phase I)						
417-733	SR 417 Resurfacing from I-Drive to Moss Park						
429-204	Wekiva Parkway (2B) - N of Kelly Park Rd to CR 437 and Lake County Line						
599-126	SR 417 / SR 528 Ramp Improvements						
TBD	SR 429 Resurfacing from Seidel Road to CR 535						
TBD	SR 528 Resurfacing from SR 436 to Goldenrod Road						
429-205	Wekiva Parkway (2A) - CR 437 to Mt. Plymouth Road						
429-206	Wekiva Parkway (2C) - Lake County Line to SR 46						
528-130	SR 528 / SR 436 Bridge Deck Replacement						
528-131	SR 528 Econ River Bridge						
528-313	SR 528 / Innovation Way Interchange						
599-903	Toll Collection System Upgrade						
408-127	SR 408 Widening from Good Homes Road to East of Hiawassee Road						
TBD	SR 408 Resurfacing from West SR 50 to I-4						
408-128	SR 408 Widening from SR 417 to Alafaya Trail						
TBD	SR 417 Widening from Econlockhatchee Trail to County Line						
TBD	SR 528 Resurfacing from Goldenrod Road to SR 520						
TBD	SR 528 Widening from Narcoossee Road to SR 417						
TBD	SR 408 Resurfacing from East of I-4 to Yucatan Drive						
TBD	SR 414 Resurfacing from SR 429 to US 441						
TBD	SR 417 Resurfacing from Moss Park to Innovation Way						
		FY 15-16		FY 16-17	FY 17-18	FY 18-19	FY 19-20

Design Construction PD&E

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PERFORMANCE DASHBOARD
SEPTEMBER 2015

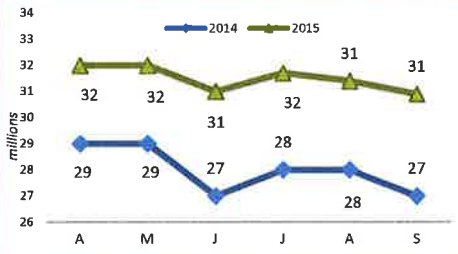
FINANCIALS

	Actual	Budget	VAR	
Total Revenue	$ 94.1	$ 84.2	12%	
OM&A Expenses	$ 10.5	$ 12.4	15%	
Net Revenue	$ 48.0	$ 36.1	33%	

DEBT SERVICE

	Actual	Budget	
Senior Lien	2.18	2.13	
Subordinate Lien	1.86	1.81	

TOTAL TRANSACTIONS *(millions)*

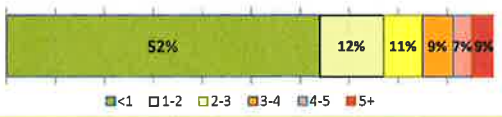


6 Month Comparison of Cash and Electronic on CFX System

CUSTOMER SERVICE

	Activity		Wait Time		
	Actual	YTD avg	Actual	Target	
Call Center	78,460	71,909	1:43	<1m	
Service Center: East	11,515	10,761	4:15	<5m	
Service Center: West	3,751	3,408	3:26	<5m	

CALL CENTER: % MINUTE INTERVALS



SAFETY

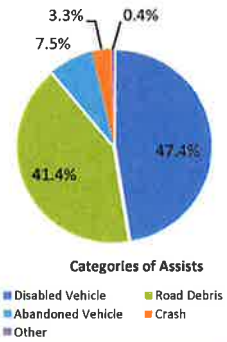
Wrong Way Driving (WWD)	Vehicles Detected	Turn Arounds
5 Locations	6	4

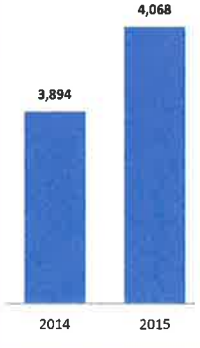
MAJOR CONSTRUCTION PROJECTS

	Millions		Complete		
	Contract	Spend	% Spend	% Time	VAR
SR 417/Boggy Creek Rd. Interchange Improvements	$71.9	$67.3	94%	89%	
SR 528 Airport Mainline Toll Plaza & Ramp Plaza	$38.8	$23.7	61%	59%	
SR 417 Milling & Resurfacing, SR 50 to Orange/Seminole Line	$6.3	$1.1	17%	32%	
SR 429/CR 535 South Ramp Improvements	$ 2.0	$.4	20%	22%	
SR 429, US 441 to North of Ponkan Road	$56.2	$3.6	6%	17%	
SR 429 North of Ponkan Rd. to North of Kelly Park Rd.	$46.6	$.9	2%	9%	

Legend: Spend vs. Time <10 11-20 >/= 21

ROAD RANGER: NUMBER & CATEGORY OF ASSISTS





CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EXHIBIT "D"

RESOLUTION NO. 2015-_____
Surplus Property
(SR 528 – Project 528-1240
Multimodal Corridor)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AUTHORIZING SALE OF EASEMENTS TO ALL ABOARD FLORIDA- OPERATIONS, LLC

WHEREAS, the Central Florida Expressway Authority, ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "System"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.* of CFX's Permanent Policies and Rules (referred to herein as the "Policy"), which Policy provides for identification and disposal of real property, not needed to support existing Expressway Facilities ("Excess Property"); and

WHEREAS, pursuant to the Policy, if the CFX Board determines by resolution that the Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes, said Excess Property shall be designated as "Surplus Property"; and

WHEREAS, CFX has determined that the easements in the parcels identified in Exhibit "A", attached hereto, constitute surplus parcels; and

WHEREAS, CFX's General Consulting Engineer, Atkins North America, Inc., has certified that the easements will not be needed for the current or future construction, operation or maintenance of the System; and

WHEREAS, CFX's Right of Way Committee has determined that, the sale of easements to All Aboard Florida-Operations LLC would be in the best interest of CFX; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that the CFX Board declare the easements as Surplus Property available for sale and further recommend that the easements be sold to All Aboard Florida-Operations LLC.

DRAFT

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That CFX hereby declares that the easements are not essential for the present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes.

Section 2. That CFX declares it is in the public interest, under the circumstances, to declare the easements as Surplus Property and available for sale to All Aboard Florida-Operations LLC, under the terms and in accordance with the Amended and Restated Contract of Sale and Purchase of Rail Line Easements effective August 26, 2015.

Resolved this _____ day of _____, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Welton G. Cadwell
Chairman

Attest:_____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

DRAFT

EXHIBIT "A"
See Attached Depiction
Surplus Property (S.R. 528 – Multimodal Corridor)

DRAFT

ATKINS

Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

November 4, 2015

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Central Florida Expressway Authority
Disposition of Property
Project 528-1240, SR 528 Multi-Modal Corridor
Easements over Existing CFX Right-of-way

Dear Mr. Berenis:

We have reviewed the limits of the above designated easement parcels, as depicted in red on the attached. In our opinion, the easements are not essential for the operation of the Expressway System and disposition of the subject parcels via the proposed easement would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

This letter is based on a review of All Aboard Florida's (AAF) Section C02 100% plans dated October 16, 2015. This letter pertains only to the parcels/interests designated above and is not to be construed as acceptance of the AAF plans for the entire project.

Sincerely,

Nathan P. Silva, P.E.
GEC Program Manager

Attachment

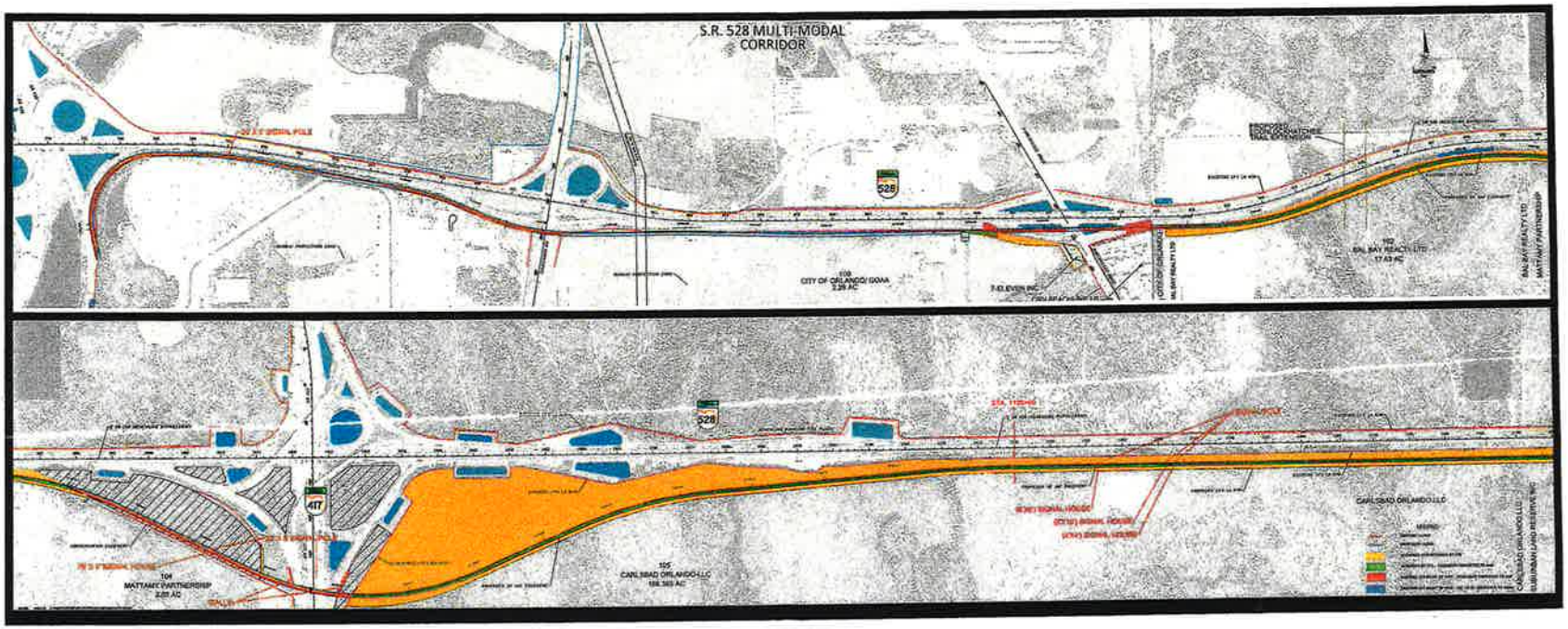
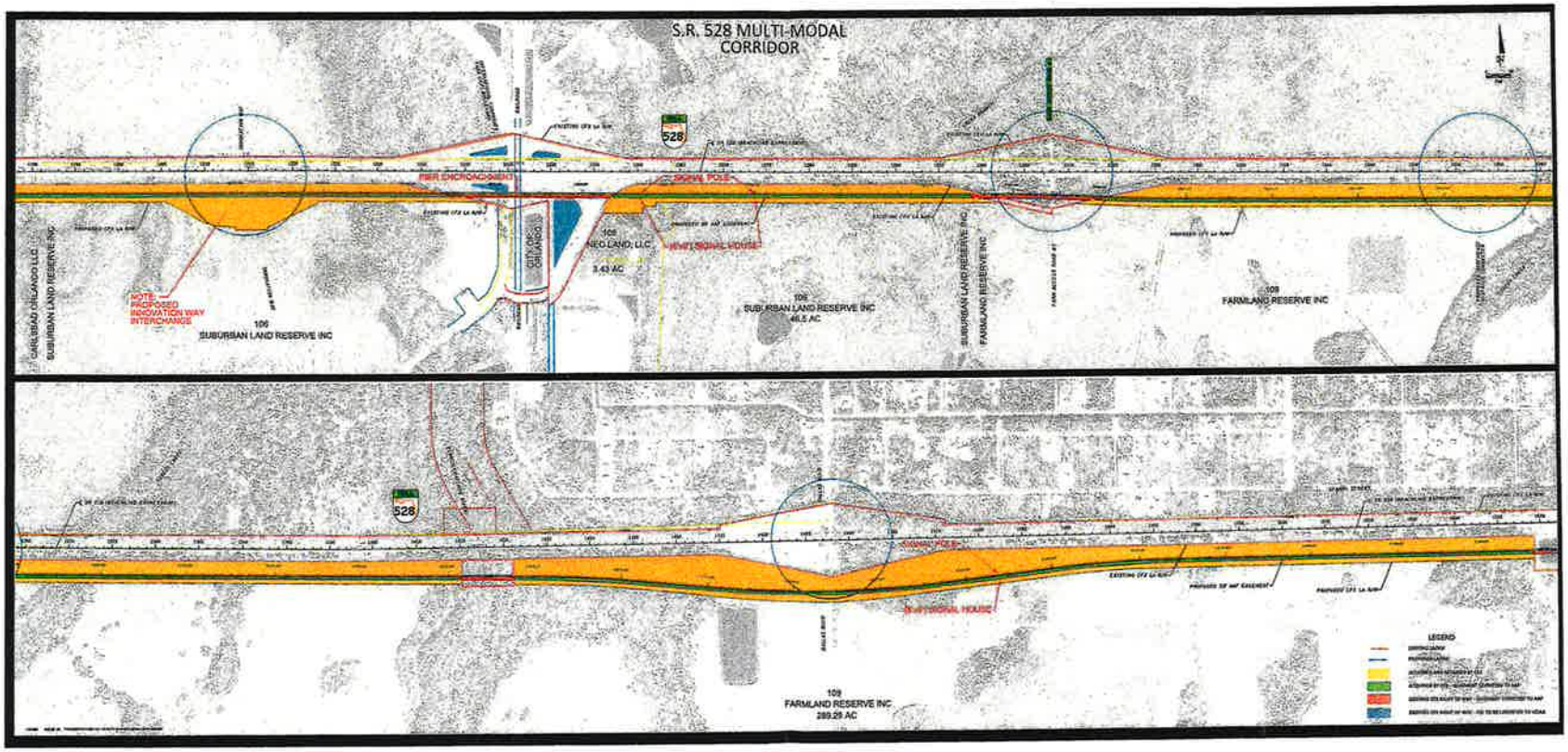

S.R. 528 MULTI-MODAL
CORRIDOR
528
417
CITY OF ORLANDO (SOUA)
7-ELEVEN INC
BAL BAY REALTY LTD
17.63 AC
MATTAMY PARTNERSHIP
CARLSBAD ORLANDO LLC
105
CARLSBAD ORLANDO LLC
106.565 AC
104
MATTAMY PARTNERSHIP
2.69 AC

EXHIBIT A


S.R. 528 MULTI-MODAL CORRIDOR
528
RIVER ENCROACHMENT
UTILITY POLE
NOTE: PROPOSED INNOVATION WAY INTERCHANGE
108
NEO LAND, LLC
3.43 AC
HEWITT SIGNAL HOUSE
100
SUBURBAN LAND RESERVE INC
108
SUBURBAN LAND RESERVE INC
46.5 AC
108
FARMLAND RESERVE INC
109
FARMLAND RESERVE INC
289.29 AC
LEGEND

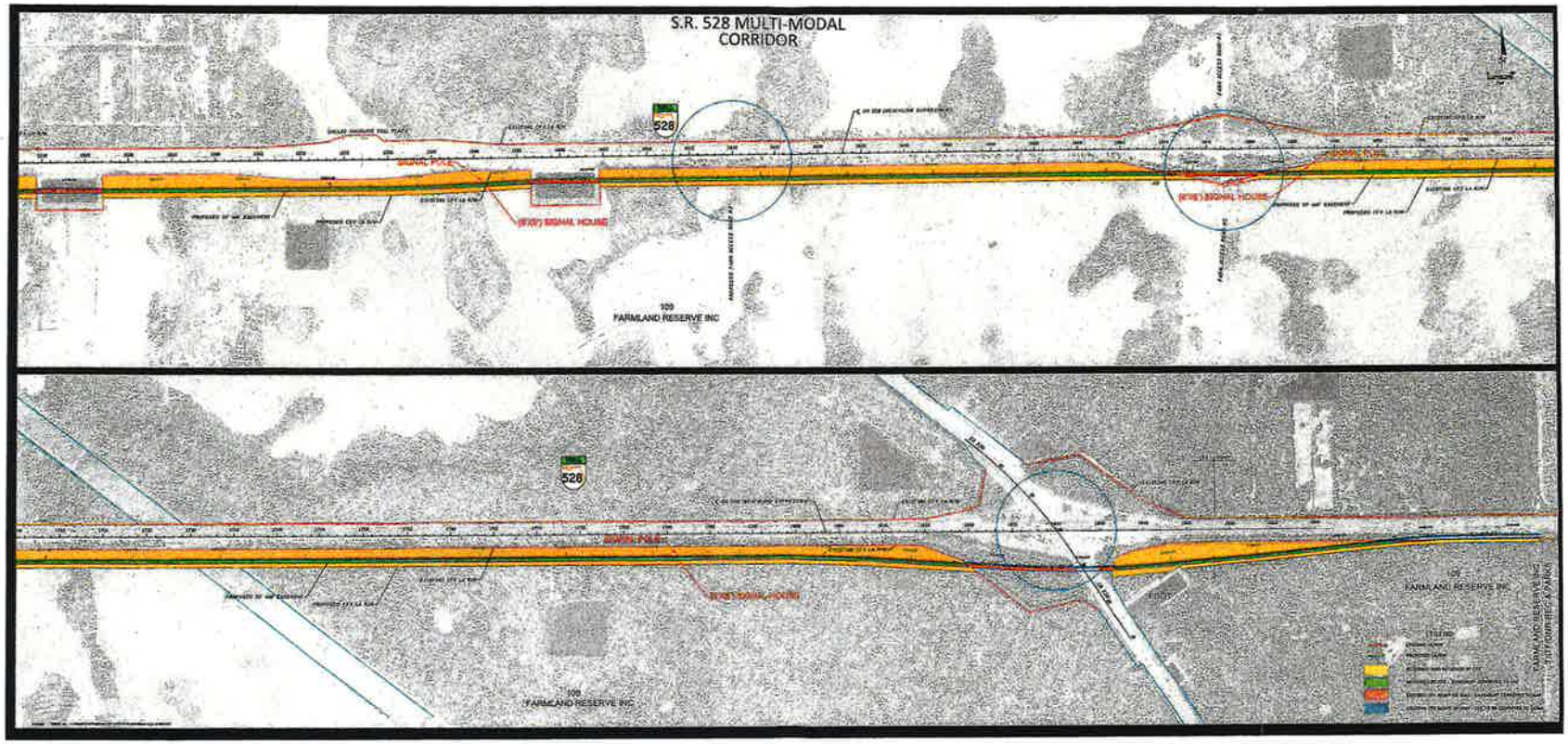

S.R. 528 MULTI-MODAL
CORRIDOR
528
SIGNAL POLE
(EXIST) SIGNAL HOUSE
(NWB) SIGNAL HOUSE
100
FARMLAND RESERVE INC
528
SIGNAL POLE
(NWB) SIGNAL HOUSE
100
FARMLAND RESERVE INC
OF
FARMLAND RESERVE INC

EXHIBIT "E"

RESOLUTION NO. 2015-_____
Surplus Property
(SR 528 – Project 528-1240
Multimodal Corridor)

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AUTHORIZING SALE OF FEE PARCEL TO THE GREATER ORLANDO AVIATION AUTHORITY

WHEREAS, the Central Florida Expressway Authority, ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "System"), and is further authorized to sell, lease, transfer or otherwise dispose of any property or interest therein at any time acquired by CFX; and

WHEREAS, CFX has adopted that certain Policy Regarding the Disposition of Excess Lands, section 5-6.01, *et. seq.* of CFX's Permanent Policies and Rules (referred to herein as the "Policy"), which Policy provides for identification and disposal of real property not needed to support existing Expressway Facilities ("Excess Property"); and

WHEREAS, pursuant to the Policy, if the CFX Board determines by resolution that the Excess Property is not essential for present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes, said Excess Property shall be designated as "Surplus Property"; and

WHEREAS, CFX has determined that the parcel identified in Exhibit "A", attached hereto, constitute Surplus Property; and

WHEREAS, CFX's General Consulting Engineer, Atkins North America, Inc., has certified that the parcel will not be needed for the current or future construction, operation or maintenance of the System; and

WHEREAS, CFX's Right of Way Committee has determined that, the sale of the property to the Greater Orlando Aviation Authority would be in the best interest of CFX; and

WHEREAS, in light of the foregoing circumstances, CFX's Right of Way Committee has recommended that the CFX Board declare the property as Surplus Property available for sale and further recommend that the Surplus Property be sold to the Greater Orlando Aviation Authority.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. That CFX hereby declares that the property is not essential for the present or future construction, operation or maintenance of an Expressway Facility or essential for CFX purposes.

Section 2. That CFX declares it is in the public interest, under the circumstances, to declare the property as Surplus Property and available for sale to Greater Orlando Aviation Authority, at appraised value.

Resolved this _____ day of _____, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Welton G. Cadwell
Chairman

Attest:_____
Darleen Mazzillo, Executive Assistant

Approved as to form and legality

_____
Joseph L. Passiatore
General Counsel

DRAFT

EXHIBIT "A"
See Attached Depiction
Surplus Property (SR 528 – Multimodal Corridor)

DRAFT

ATKINS

Atkins North America, Inc.
482 South Keller Road
Orlando, Florida 32810-6101
Telephone: +1.407.647.7275
www.atkinsglobal.com/northamerica

November 4, 2015

Joseph A. Berenis, P.E.
Chief of Infrastructure
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Re: Central Florida Expressway Authority
Disposition of Property
Project 528-800
Parcel 7.1, C-4 (Partial)

Dear Mr. Berenis:

We have reviewed the limits of the above designated parcel, as depicted on the attached. In our opinion, this property is no longer essential for the operation of the Expressway System and disposition of the subject parcel would not impede or restrict the current or future operation by the Central Florida Expressway Authority (CFX) of the Expressway System.

This letter is based on a review of All Aboard Florida's (AAF) Section PE01 plans dated February 6, 2015 and related follow-up submittals, which confirmed AAF's proposed installation of required drainage infrastructure.

This letter pertains only to the parcel designated above and is not to be construed as acceptance of the AAF plans for the entire project.

Sincerely,

Nathan P. Silva, P.E.
GEC Program Manager

Attachment

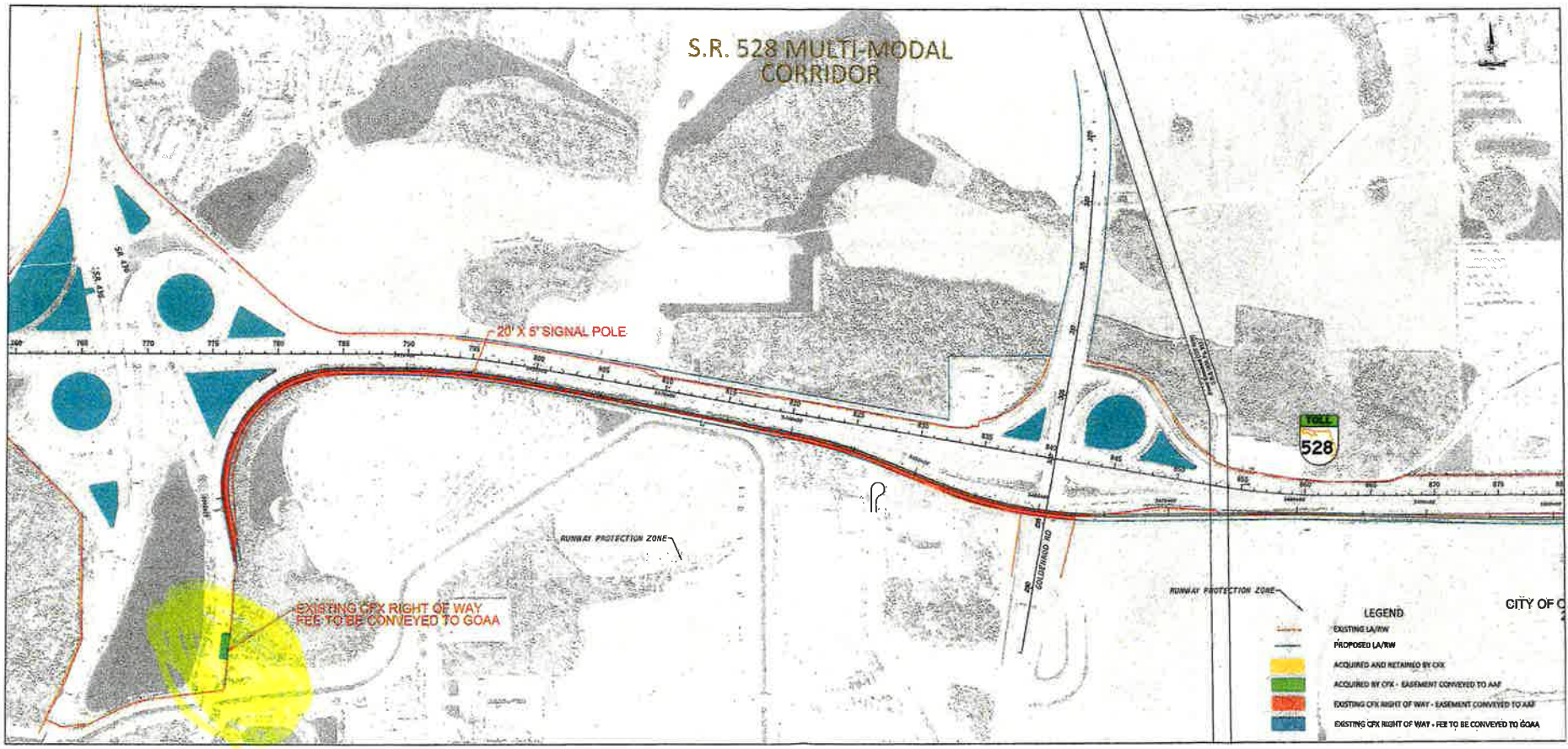

S.R. 528 MULTI-MODAL CORRIDOR
20' X 5' SIGNAL POLE
RUNWAY PROTECTION ZONE
EXISTING CFX RIGHT OF WAY FEE TO BE CONVEYED TO GOAA
GOLDENROD RD
RUNWAY PROTECTION ZONE
528
LEGEND
EXISTING LA/RW
PROPOSED LA/RW
ACQUIRED AND RETAINED BY CFX
ACQUIRED BY CFX - EASEMENT CONVEYED TO AAF
EXISTING CFX RIGHT OF WAY - EASEMENT CONVEYED TO AAF
EXISTING CFX RIGHT OF WAY - FEE TO BE CONVEYED TO GOAA

EXHIBIT A