

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20020215

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve waiving the formal bid process due to sole source for BW-02-08 and enter into a Service Provider Agreement with (sole source provider) Transcore Inc., for the Purchase of Lane Controller Hardware and Software Installation at the Midpoint, Cape Coral and Sanibel Toll Facilities in the amount of \$824,260.00. See attached. *shw*

**WHY ACTION IS NECESSARY:** In accordance with the Lee County Contract Manual, approved by the Board on September 25, 2001, Bid Waivers and expenditures over \$50,000.00 require Board approval.

**WHAT ACTION ACCOMPLISHES:** The new universal lane controllers will be able to facilitate the Automated Vehicle Classification system and the SunPass Automated Vehicle Identification hardware systems crucial to the Heavy Vehicle Project' implementation.

**2. DEPARTMENTAL CATEGORY:**

9 Transportation  
COMMISSION DISTRICT #:

*C9B*

**3. MEETING DATE:**

*03-19-2002*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE *AC-4-4*
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT *Transportation*
- C. DIVISION
- BY: *Scott Gilbertson, Dept. Director*

**7. BACKGROUND:**

Transcore Inc. has been providing the necessary hardware and software to operate the Electronic Toll Collection (ETC) and Variable Pricing system for the Cape Coral, Midpoint and Sanibel bridges. The current Lane Controllers use an Intel 486 vintage processor and, while they continue to perform well with the current equipment, they do not have the speed or memory capacity to work with the newer equipment planned as part of the Heavy Vehicle Project's equipment upgrade. There are new software requirements that need to be run for changing over to allow Heavy Vehicles to use Electronic Toll Collection. For Lee County to integrate with the state wide Sunpass system, Hardware and Software requirements will not be met with the current Lane Controller. Lastly, for the addition of a Vehicle Enforcement System (VES) to be added a faster Lane Controller with more Ram is a must.

This waiver will provide purchase of lane controllers for all three Lee County Toll Facilities configured with an Intel Pentium III, 650 MGZ processor and a 18 Gb hard drive. This will provide 31 Universal Lane Controllers (UIC) for the three toll facilities, three spare UIC's and two test UICs. The test UICs will be used for development and lane testing prior to installation of new software. This waiver includes software development, test configuration management, and integration labor to build the software configuration for the Lee County equipment configuration and unique toll structure. The lane controller and service center modifications which are part of this project were completed to eliminate the coin drop and to add the sell of Transponders in time for renewal season beginning October 2001.

Continued on Page 2

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>3/4/02</i>	<i>[Signature]</i>	N/A	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
					<i>3-6-02</i>	<i>3/7/02</i>	<i>03/07/02</i>	<i>3/7</i>	<i>3.4.02</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY  
COUNTY  
*3/5 130*  
*3/7 230*

REC'D 3/5/02  
by CO. ATTY.  
10:15 AM  
CO. ATTY.  
FORWARDED TO:  
*[Signature]*  
25/02 11:50 AM

Contracts/LAB

Page 1A

Blue Sheet No. 20020215

**ACTION REQUESTED:** (cont'd) *ekw*

Approve Budget Transfer of \$46,085 to move Budget from Toll Equipment Project to Cape Coral Bridge R&R (42120) reserves and also approve Budget Transfer of \$46,085 to move Budget to Toll Equipment Project from Surplus Capital Cape Coral (30721) reserves.

Rush  
Certificate of  
Insurance  
needed. *Jan*

Due to the proprietary nature of the ETC software, and the need for interaction between the software and hardware, it is in the best interests of the County to purchase these lane controllers directly through Transcore. This waiver also includes a \$200,000.00 contingency for future modifications, that will be approved by the Department Director.

Funds will be available in account: 20408030720.506540, 20408030721.506540 and PE5414742104.503490 \$48,960.00 for the Service Center changes should be from account PE5414742104.503490. \$42,940.00 for Lane Controller PE5414742101.503490 – 45%; PE5414742102.503490 – 10%; and PE5414742103.503490 – 45%.

Attachments:           (1) Recommendation and Request  
                              (2) Two (2) Service Provider Agreements from Transcore

# TransCore

TransCore  
5744 South Semoran Blvd.  
Orlando, Fl. 32835

October 15, 2001

Ms. Carol Goldwasser  
Lee County Department of Transportation  
10100 College Parkway  
Cape Coral, FL 33909

Dear Carol:

TransCore is pleased to provide the following quotation to replace and or upgrade the suite of Lane Controller hardware and associated software to the Lee County Department of Transportation (DOT). TransCore and Lee County are both aware of the equipment vintage currently in use on your toll roads. The current Lane Controllers use an Intel 486 vintage processor and, while they continue to perform well with the current equipment, they do not have the speed or memory capacity to work with the newer equipment being introduced on your roadway. TransCore's proposed Universal Lane Controller (UIC) will be able to work with not only the Peek Smart Loop Automated Vehicle Classification (AVC) system but also the SunPass (Amtech) Automated Vehicle Identification (AVI) hardware.

This quotation includes the costs 36 UICs, each configured with an Intel Pentium III, 650 MHz processor and an 18Gb hard drive. This will provide the thirty-one UICs for the three Lee County bridges, three spare UICs, and two test UICs. The two test UICs will be used in San Diego, CA, one for a test lane and one for the development facility. We have included the software development, test, configuration management, and integration labor to build the software configuration for the Lee County equipment configuration and business rules. We can work with you to identify and select the vehicle separation and classification hardware as, to our knowledge, this has not been completed and is required to be completed prior to developing the Lane Controller software implementation.

TransCore will work jointly with Lee County maintenance personnel to install the first Lane Controller and will provide on-the-job installation training during the first Lane Controller installation activity. We anticipate that Lee County will be able to complete the remainder of the thirty lanes.

This quotation does not include the vehicle separation or vehicle classification equipment. TransCore will provide a separate quotation for all additional equipment and services after identification and selection including the SunPass compatible hardware. Hardware installation services will also be provided.

Please call me at (407) 382-1301 with any questions regarding the attached quotation.

Sincerely,

Robert A. Lapsley  
Project Manager

**Cost Information**

<u>No.</u>	<u>Task Description</u>	<u>Unit cost</u>	<u>Ext. cost</u>
1.	Universal Lane Controllers	36 @ \$9,750*ea	\$ 351,000
2.	Lane Controller s/w changes	1540 @ \$114/hr	\$ 175,560
3.	Lane Controller Installation	40 @ \$95/hr	\$ 3,800
4.	Travel & Expenses		\$ 2,000
	<b>Total</b>		<b>\$ 532,360</b>

\* This includes a credit of \$300ea for the old lane controller, in the event that there are any related cables or boards that can be used.

**Detail Task Estimates for Lane Controller Software**

Hours	Item	Description
160	Install, hardware, port software to new lane controller in SD Lab	Upgrade and utilize universal lane. Verify Idris compatibility with new serial chips
160	Regression testing lane controller / software	Regression test in lab and test lane
80	Install, test new lane controller in SD Test lane	Configure new two loop lane, with min. 2 in Early Queue
80	Utilize IDRIS in Lee County lanes. Test different lane configuration.	Configure Test lane. Configure with either IDRIS or AS2A(Swartz). AS2A product will not be available until later in the year, which could be a schedule impact.
40	Enable post class charge by axle in all lanes. Testing will be independent of axle counting technology .	Open issue(s): Need Lee County policy/decision on business rules i.e. what should the expected revenue and indicated axes reflect?
60	New i/o mappings.	Verify "h/w" and "irq" mapping. Ensure future support for AV6 (write-back driver) and Peek/Swartz
80	Configuration file modifications / CM	Configure for AV2, Idris/Swartz. The "read only" AV2 driver will continue to be used until the existing hardware is upgraded to support SunPass requirements.
40	Enhance debug and checkout	Modify LC help tool for debugging, checkout, and testing
120	Lee County Regression test	Regression testing is required to ensure no Lee County functionality was lost during the conversion.
80	Factory test 2 people for 1 week	This is for 2 people to help Lee County conduct Factory Test in San Diego
480	DDD / SRS	Completely update lane controller DDD and SRS for all recent updates, including SunPass, Idris Smart Loop, and Swartz capabilities.
160	Program Management	

**Assumptions:**

- Lee County will assist with regression testing in the field and in San Diego as part of confirming functionality.
- TransCore will provide interface to Peek / Swartz devices, but cannot guarantee accuracy of either device.
- TransCore anticipates that the installation of the Lane Controllers will be a joint effort between Lee County and TransCore.

**Patty Kobus**

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**From:** Amy Hughes [HUGHESAM@leegov.com]  
**Sent:** Monday, November 19, 2001 11:27 AM  
**To:** crspe2@earthlink.net  
**Cc:** pkobus@cella.cc  
**Subject:** RE: Blue Sheet to Sole Source the Lane Controllers

I don't think it should be a change order, I think it should be a service provider.

>>> "Earthlink" <crspe2@earthlink.net> 11/19/01 10:57AM >>>  
We agree. Patti will be in our office tomorrow, she has prepared most of the Transcore change orders etc. We will contact you if needed.

-----Original Message-----

**From:** Amy Hughes [mailto:HUGHESAM@leegov.com]  
**Sent:** Monday, November 19, 2001 8:18 AM  
**To:** crspe2@earthlink.net; Jessica Riley  
**Subject:** Re: Blue Sheet to Sole Source the Lane Controllers

I've attached the bluesheet that I changed for the lane controllers. I believe we need to do a service provider rather than a change order with a bid waiver. Transcore needs to execute first. Let me know what you think. Thanks.

>>> "Earthlink" <crspe2@earthlink.net> 11/16/01 02:34PM >>>

Attached is the Blue Sheet as requested. Please let me know if any changes need to be made or if we need to take further action on this Blue Sheet. I would like a copy for the file when completed if possible.

Have a fun weekend!

Ms. Margie Watson Byers  
Special Projects & Outreach Manager  
CRSPE, Inc.  
1414 SE 17th Avenue, Suite 104  
Cape Coral, Florida 33990  
Phone: (941)573-7960 Fax: (941)573-7490  
email: mwb@crspe.com

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and TRANSCORE L.P. hereinafter referred to as the "PROVIDER".

### WITNESSETH

WHEREAS, the COUNTY desires to obtain the UPGRADE OF LANE CONTROLLER HARDWARE AND SOFTWARE INSTALLATION AT THE CAPE CORAL, MIDPOINT AND SANIBEL TOLL FACILITIES services of said PROVIDER as further described herein; and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified; willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

#### ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated **DECEMBER 5, 2001** \_\_, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

#### ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

### ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

#### ~~3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES~~

~~(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER.~~



~~The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.~~

- (2) ~~County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.~~

### 3.4 WARRANTY - LANE CONTROLLER HARDWARE AND SOFTWARE UPGRADE

PROVIDER (TransCore) warrants the equipment and software provided under this agreement will be of good quality and materials in accordance with PROVIDER'S proposal dated December 11, 2001 and DDD as amended for the upgrade. If, within the one (1) year period of warranty following acceptance or beneficial use (lane controllers placed in revenue service/production mode in each of the COUNTY's three lane types) of the system, any item is demonstrated to be defective, either in design, workmanship or materials, PROVIDER shall repair or replace software and hardware components. The repair or replacement of goods under warranty is subject to the manufacturer's warranty and the limitations of this section. The written warranty of the manufacturer described within this paragraph is the only applicable material warranty.

The warranty or services under the warranty do not include the correction or repair of failures or damage resulting from causes outside the basic equipment including, but specifically not limited to, accidental misuse, fault or negligence, damage from power sources or peripheral equipment not delivered with the original system, vandalism, damage by third-parties, maintenance or repairs or attempted repairs by parties other than PROVIDER or its designated agent, or conditions resulting from improper use of the equipment or operation of equipment outside the specified environmental conditions or conditions resulting from any modifications to the equipment not made by PROVIDER or its vendors.

The warranties listed in this section are valid only if the COUNTY uses the goods properly, within the operating specifications supplied by PROVIDER and only makes maintenance adjustments within the tolerances listed in the maintenance or operating manuals provided.

#### Disclaimer of Implied Warranties

The express warranties, if any, contained in this contract are the sole and exclusive warranties provided by PROVIDER. PROVIDER specifically disclaims any other warranties, express or implied including but not limited to warranties of merchantability or fitness for a particular purpose, as well as any warranties alleged to have arisen from custom, usage, or past dealings between the parties. PROVIDER shall have no liability for special, incidental, consequential, or economic damages of any kind or from any cause arising out of the installation or use of any item or service furnished hereunder even if PROVIDER has been advised of such damages.

### 3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

### 3.6 NOT TO DIVULGE CERTAIN INFORMATION.

The PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgment shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

## ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated DECEMBER 4 2001, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both

parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

#### 4.3 METHOD OF PAYMENT.

##### (1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

##### (2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

##### (3) PARTIAL PAYMENTS

For equipment items, payment is due within 30 days after delivery to the work site. Labor items will be invoiced as incurred, excepting there will be a 10% retainage due upon acceptance of the system.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE

TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

#### ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance.

Upon receipt

of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on

schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

#### ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

#### ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated DECEMBER 5, 2001, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

#### ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

#### ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written

consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

## ARTICLE 10.0 - INSURANCE

### 10.1 INSURANCE COVERAGE TO BE OBTAINED

- (1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.
- (2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater
- (3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverages described herein and as are required by law to be provided on behalf of their employees and others.
- (4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

### 10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

- (1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverages of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverages.

- (2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.
- (3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.
- (4) Each Certificate of Insurance shall include the following:
  - (A) The name and type of policy and coverages provided;
  - (B) The amount or limit applicable to each coverage provided;
  - (C) The date of expiration of coverage.
  - (D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and
  - (E) Cancellation - Should any of the described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named.
- (5) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the PROVIDER shall furnish to the COUNTY renewal or replacement Certificate(s) of Insurance not later than thirty (30) calendar days prior to the date of their expiration. Failure of the PROVIDER to provide the COUNTY with such renewal certificate(s) shall be justification for the COUNTY to terminate this Agreement.

#### ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The PROVIDER shall obtain and maintain the following insurance coverages:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. In addition, the policy shall include the following:

- (A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$100,000 for each accident, whichever limit is greater.
- (B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the COUNTY with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and shall include the following:

- (A) Minimum limits of \$200,000 per occurrence and \$300,000 aggregate for Bodily Injury Liability and a minimum limit of \$300,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

- (B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$100,000 per person and \$300,000 per accident for Bodily Injury Liability and a minimum limit of \$100,000 for Property Damage Liability, or a minimum combined single limit of \$300,000.
- (B) Coverage shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

(4) PROFESSIONAL LIABILITY

Coverage shall include the following:

- (A) A minimum aggregate limit of \$ N/A
- (B) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits, or self- insurance program, provide an applicable deductible amount, or other exclusion or limitation, or sovereign immunity as to the amount of (4) coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the PROVIDER responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, or amount of sovereign immunity, the PROVIDER shall be required to provide written documentation that is acceptable to the COUNTY establishing that the PROVIDER has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.



Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

#### ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

#### ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

#### ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments, constitutes the entire Agreement between the parties and shall supersede all prior agreements or understandings, written or oral, relating to the matters set forth herein.

#### ARTICLE 17.0 - NOTICES AND ADDRESS

17.1 NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners

P. O. Box 398

Fort Myers, FL 33902-0398

Attention: Carol Goldwasser

Phone: 941-573-1680 x200

17.2 NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

TransCore LP  
5744 South Semoran Boulevard  
Orlando, FL 32835  
Attention: Robert A. Lapsley  
Phone: (407)382-1301

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

#### ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER.

If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

#### ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

#### ARTICLE 20.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT  
Charlie Green, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
County Attorney's Office

ATTEST:

Alfonso Vega  
(Witness)

\_\_\_\_\_  
(CONSULTANT)

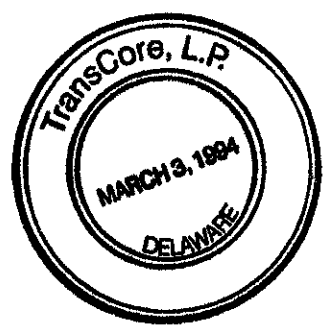
BY: [Signature]  
(Authorized Signature)  
(PROVIDER) ALAN P. OLLEGRETTO

\_\_\_\_\_  
(Witness)

SENIOR VICE PRESIDENT  
(Title) TRANSCORE, L.P.

DATE: 1 Feb 2002

CORPORATE SEAL:



Date: DECEMBER 5, 2001

SCOPE OF PROFESSIONAL SERVICES

for UPGRADE OF LANE CONTROLLER HARDWARE AND SOFTWARE INSTALLATION AT  
THE CAPE CORAL, MIDPOINT AND SANIBEL TOLL FACILITIES

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The Consultant shall provide and perform the following professional services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this PROFESSIONAL SERVICES AGREEMENT or SERVICE PROVIDER AGREEMENT:

(Brief description or listing of the full range of services or tasks that may be required to complete this project, all of which may not necessarily be authorized at the time this original Agreement is executed.)

TransCore to provide services to the Lee County Toll Facilities to upgrade and purchase lane controller hardware and software and installation of same at the Cape Coral, Midpoint and Sanibel Toll Facilities.

This contract includes software development, test configuration management, and integration labor to build the software configuration for the Lee County equipment configuration and unique toll structure.

Software: TransCore is furnishing software to the COUNTY under a non-exclusive, non-transferable, royalty-free, fully paid license for the purpose of operating the System upgrade pertaining to the upgrade of lane controller hardware and software installation at the Cape Coral, Midpoint and Sanibel Toll Facilities delivered under this Agreement.

Developed or Customized Software: TransCore shall retain title and rights for any developed or customized software. The COUNTY shall have licenses rights to utilize all or any portion of the developed or customized software on a non-exclusive, royalty-free basis. Commercial off The Shelf (COTS) or Third Party Software. Any purchased Commercial off The Shelf (COTS) or third party software shall be subject to the standard terms and conditions of the COTS or third party license agreements.

\* TransCore's quotation dated October 15, 2001 is incorporated herein as Attachment 1 dated October 15, 2001 to this Exhibit A.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

(Each task or sub-task should be given a title and a numerical identification number, and shall be described in detail sufficient to establish a clear and complete understanding between both parties to the Agreement as to what services or work the COUNTY expects the CONSULTANT to provide or perform, and shall be the basis of establishing the amount of compensation to be paid the CONSULTANT.)

**TASK 1.0 Upgrade of Lane Controllers to TransCore Universal Lane Controllers.**

The Consultant will provide Lee County with 31 UICs (Universal Lane Controllers for the three Lee County toll facilities, three (3) spare UICs and two (2) test UICs. This purchase and upgrade of this equipment will facilitate the AVI hardware systems crucial to the Heavy Vehicle Project's implementation.

**TASK 2.0 Lane Controller Software Changes**

The Consultant will include the software development, test, configuration management and integration labor necessary to build the software configuration for compatibility with Lee County's equipment configuration and business rules. The Consultant will work with Lee County to identify and select the vehicle separation and classification hardware required prior to developing the Lane Controller software implementation.

**TASK 3.0 Lane Controller Installation**

The Consultant will work jointly with Lee County personnel to install the first Lane Controller and will provide on-the-job installation training during the first Lane Controller installation activity.

**Task 4.0 Lane Controller Modifications**

The Consultant will provide various software modifications related to the sale of Transponders and new coin drop functionality.

**Task 5.0 Service Center Modifications**

The Consultant will provide various software modifications related to the sale of transponders and new coin drop functionality at the LeeWay Service Center.

**Task 6.0 Minor Modifications**

The Consultant will provide minor modifications to Lee County's LeeWay hardware and software as directed and agreed.

**Task 7.0 Non-Personnel Reimbursable Expenses**

CMO:032  
09/25/01

## TransCore

TransCore  
5744 South Semoran Blvd.  
Orlando, FL 32835

October 15, 2001

Ms. Carol Goldwasser  
Lee County Department of Transportation  
10100 College Parkway  
Cape Coral, FL 33909

Dear Carol:

TransCore is pleased to provide the following quotation to replace and or upgrade the suite of Lane Controller hardware and associated software to the Lee County Department of Transportation (DOT). TransCore and Lee County are both aware of the equipment vintage currently in use on your toll roads. The current Lane Controllers use an Intel 486 vintage processor and, while they continue to perform well with the current equipment, they do not have the speed or memory capacity to work with the newer equipment being introduced on your roadway. TransCore's proposed Universal Lane Controller (UIC) will be able to work with not only the Peek Smart Loop Automated Vehicle Classification (AVC) system but also the SunPass (Amtech) Automated Vehicle Identification (AVI) hardware.

This quotation includes the costs 36 UICs, each configured with an Intel Pentium III, 650 MHz processor and an 18Gb hard drive. This will provide the thirty-one UICs for the three Lee County bridges, three spare UICs, and two test UICs. The two test UICs will be used in San Diego, CA, one for a test lane and one for the development facility. We have included the software development, test, configuration management, and integration labor to build the software configuration for the Lee County equipment configuration and business rules. We can work with you to identify and select the vehicle separation and classification hardware as, to our knowledge, this has not been completed and is required to be completed prior to developing the Lane Controller software implementation.

TransCore will work jointly with Lee County maintenance personnel to install the first Lane Controller and will provide on-the-job installation training during the first Lane Controller installation activity. We anticipate that Lee County will be able to complete the remainder of the thirty lanes.

This quotation does not include the vehicle separation or vehicle classification equipment. TransCore will provide a separate quotation for all additional equipment and services after identification and selection including the SunPass compatible hardware. Hardware installation services will also be provided.

Please call me at (407) 382-1301 with any questions regarding the attached quotation.

Sincerely,

Robert A. Lapsley  
Project Manager

**Cost Information**

<u>No.</u>	<u>Task Description</u>	<u>Unit cost</u>	<u>Ext. cost</u>
1.	Universal Lane Controllers	36 @ \$9,750*ea	\$ 351,000
2.	Lane Controller s/w changes	1540 @ \$114/hr	\$ 175,560
3.	Lane Controller Installation	40 @ \$95/hr	\$ 3,800
4.	Travel & Expenses		\$ 2,000
	<b>Total</b>		<b>\$ 532,360</b>

\* This includes a credit of \$300ea for the old lane controller, in the event that there are any related cables or boards that can be used.

**Detail Task Estimates for Lane Controller Software**

Hours	Item	Description
160	Install, hardware, port software to new lane controller in SD Lab	Upgrade and utilize universal lane. Verify Idris compatibility with new serial chips
160	Regression testing lane controller / software	Regression test in lab and test lane
80	Install, test new lane controller in SD Test lane	Configure new two loop lane, with min. 2 in Early Queue
80	Utilize IDRIS in Lee County lanes. Test different lane configuration.	Configure Test lane. Configure with either IDRIS or AS2A(Swartz). AS2A product will not be available until later in the year, which could be a schedule impact.
40	Enable post class charge by axle in all lanes. Testing will be independent of axle counting technology .	Open issue(s): Need Lee County policy/decision on business rules i.e. what should the expected revenue and indicated axles reflect?
60	New i/o mappings.	Verify "h/w" and "irq" mapping. Ensure future support for AV6 (write-back driver) and Peek/Swartz
80	Configuration file modifications / CM	Configure for AV2, Idris/Swartz. The "read only" AV2 driver will continue to be used until the existing hardware is upgraded to support SunPass requirements.
40	Enhance debug and checkout	Modify LC help tool for debugging, checkout, and testing
120	Lee County Regression test	Regression testing is required to ensure no Lee County functionality was lost during the conversion.
80	Factory test 2 people for 1 week	This is for 2 people to help Lee County conduct Factory Test In San Diego
480	DDD / SRS	Completely update lane controller DDD and SRS for all recent updates, including SunPass, Idris Smart Loop, and Swartz capabilities.
160	Program Management	

**Assumptions:**

- Lee County will assist with regression testing in the field and in San Diego as part of confirming functionality.
- TransCore will provide interface to Peek / Swartz devices, but cannot guarantee accuracy of either device.
- TransCore anticipates that the installation of the Lane Controllers will be a joint effort between Lee County and TransCore.

Date: DECEMBER 5, 2001COMPENSATION AND METHOD OF PAYMENTfor UPGRADE OF LANE CONTROLLER HARDWARE AND SOFTWARE INSTALLATION AT THE CAPE CORAL, MIDPOINT AND SANIBEL TOLL FACILITIESSection 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
1	Upgrade of Lane Controllers	\$351,000	NTE	WIPP
2	Lane Controller Software Changes	\$175,560	NTE	WIPP
3	Lane Controller Installation	\$ 3,800	NTE	WIPP
4	Lane Controller Modifications	\$ 42,940	NTE	WIPP
5	Service Center Modifications	\$ 48,960	NTE	WIPP
6	Minor Modifications	\$200,000	NTE	WIPP
7	Non-Perrsonnel Reimbursable Expenses	\$ 2,000	NTE	WIPP
<b>TOTAL</b>		<b>\$824,260</b>		

(Unless list is continued on next page)



Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated DECEMBER 5, 2001, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated DECEMBER 5, 2001, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

Date: DECEMBER 5, 2001

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for UPGRADE OF LANE CONTROLLER HARDWARE AND SOFTWARE INSTALLATION AT THE CAPE CORAL, MIDPOINT AND SANIBEL TOLL FACILITIES

CONSULTANT OR SUB-CONSULTANT NAME TransCore L.P.  
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)																					
<table border="0"> <tr> <td></td> <td align="center"><b># People</b></td> <td align="center"><b>Total</b></td> </tr> <tr> <td>Programmer</td> <td align="center">2</td> <td align="center">58</td> </tr> <tr> <td>Project/SW Manager</td> <td align="center">1</td> <td align="center">38</td> </tr> <tr> <td>Test Manager</td> <td align="center">1</td> <td align="center">32</td> </tr> </table>		<b># People</b>	<b>Total</b>	Programmer	2	58	Project/SW Manager	1	38	Test Manager	1	32	<table border="0"> <tr> <td align="center">29</td> </tr> <tr> <td align="center">38</td> </tr> <tr> <td align="center">32</td> </tr> </table>	29	38	32	<table border="0"> <tr> <td align="center">See Below</td> </tr> <tr> <td align="center">See Below</td> </tr> <tr> <td align="center">See Below</td> </tr> </table>	See Below	See Below	See Below	<table border="0"> <tr> <td align="center">114</td> </tr> <tr> <td align="center">114</td> </tr> <tr> <td align="center">114</td> </tr> </table>	114	114	114
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Project/SW Manager	1	38																						
Test Manager	1	32																						
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Weighted SW Average	4	32																						
See Below																								
114																								
<p>Notes:</p> <p>G&amp;A = 2.1 Profit = 1.15 Rate = 32</p> <p>Hourly Rate: (rate + G&amp;A * (rate)) * profit (32 + 67.20) * 1.15 = 114</p>																								
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Install Technician																								
26.25																								
See Above																								
95																								

\*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

\*\*NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

\*\*\*NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

CMO:033  
09/25/01





EXHIBIT D

Date: DECEMBER 5, 2001

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for UPGRADE OF LANE CONTROLLER HARDWARE AND SOFTWARE INSTALLATION AT THE CAPE CORA, MIDPOINT AND SANIBLE TOLL FACILITIES

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

Service and/or work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise, (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
	NONE					

CMO:035  
09/25/01

EXHIBIT E

Date: DECEMBER 5, 2001

PROJECT GUIDELINES AND CRITERIA

FOR UPGRADE OF LANE CONTROLLER HARDWARE AND SOFTWARE INSTALLATION AT THE  
CAPE CORAL, MIDPOINT AND SANIBEL TOLL FACILITIES.

(Enter Project Name from Page 1 of the Agreement)

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

The Consultant will provide services to replace and/or upgrade the suite of Lane Controller hardware and associated software to the Lee County DOT. TransCore is aware of the equipment currently in use on Lee County toll roads, and while this equipment will continue to perform well, it does not have the speed or memory capacity to work with the newer equipment planned as part of the Heavy Vehicle Project's equipment upgrade.

The new universal lane controllers will be able to facilitate the Automated Vehicle Classification system and the SunPass Automated Vehicle Identification hardware systems crucial to the Heavy Vehicle Projects implementation.

The Consultant will provide software development, test configuration management and integration labor to build the software configuration for the Lee County configuration and unique toll structure.

**ACCEPTANCE OF WORK**

When the PROVIDER delivers the Universal Lane Controllers (and drawings) running the PROVIDER'S current level of product software supporting the COUNTY's required functionality. Additionally, the new Lane Controllers must run in a production mode without any new related Problem Reports in each of the COUNTY's three (3) lane types for a minimum one-week cycle .

CMO:036  
09/25/01

Date: DECEMBER 5, 2001

AMENDMENT TO ARTICLES

For UPGRADE OF LANE CONTROLLER HARDWARE AND SOFTWARE INSTALLATION AT THE CAPE CORAL, MIDPOINT AND SANIBEL TOLL FACILITIES.

(Enter Project Name from Page 1 of the Agreement)

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. weeks).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. \_\_\_\_\_ is hereby amended as follows:

# TRANSCORE

September 26, 2001

RL2001-030\_PO1

Ms Carol Goldwasser  
Lee County DOT  
10100 College Parkway  
Cape Coral, FL 33909

Subject: **Quote for Lane Controller Modifications**

Dear Carol:

## 1.0 Introduction:

TransCore is pleased to be able to provide the following quote for various software modifications related to sale of transponders and new coin drop functionality. The following Lane Controller software modifications have been identified to provide associated functionality. Associated with each task is the estimate in man hours to complete it.

The following major tasks and or equipment items are included in the quote. A more detailed description of the software tasks is provided in the table below.

## 2.0 Cost Information

<u>No.</u>	<u>Task Description</u>	<u>Hours</u>	<u>Price</u>
1.	Lane Controller Changes	452 @ \$95/hr	\$ 42,940.
	<b>Total</b>		<b>\$ 42,940</b>

## 3.0 Schedule

<u>No.</u>	<u>Task Description</u>	<u>Who</u>	<u>Start Date</u>	<u>Duration</u>
1.	Lane Controller Changes	SD Tech Ctr	1 week ARO	8 weeks



Lee County - Software Modifications

2

**4.0 Detail Task Estimates**

Hours	Item	Description
S/W	<b>LANE CHANGES</b>	
40	Provide AVI (dedicated) only lane(s)	
72	Configuration Management: Configuration file field updates and modifications	Perform configuration file "diffs" and update "munged" process for special ACM/AVI dedicated lane. Synchronize with field with latest changes.
24	Remove Lee County Gate Override	Remove special gate override Coin Drop logic specific to Lee County ACM/AVI lanes. Verify in test lane.
24	Modify Coin Drop functionality for N_0000 condition.	Assumption: The service center will translate the bar code for the tag to "0000" when the account is in no funds (e.g. negative balance) status.
60	Provide ACM/AVI two loop lane type. Needs to have at minimum of an EarlyQ of 2. Heavy modification of configuration files.	Notes: Rob manually created new configuration files with some of our help but is not under CM control. This is probably superceded by e.g. IDRIS.
40	Test of new MLT/AVI configuration	Perform burn-in test of new software using 32 MB CPU card
40	Program management	
40	Regression testing	
112	Factory testing support (2 people)	

**Assumptions:**

- Lee County will assist with regression testing in the field as part of confirming functionality.
- Lane Controller and Service Center SRS/DDD will not be updated as part of this quote

If you have any questions regarding this quote, please contact me directly.

Regards,  
Robert A. Lapsley  
Project Manager  
(407) 382-1301

# TRANS CORE

September 26, 2001

RL2001-030\_PO2

Ms Carol Goldwasser  
Lee County DOT  
10100 College Parkway  
Cape Coral, FL 33909

Subject: **Quote for Service Center Modifications**

Dear Carol:

## 1.0 Introduction:

TransCore is pleased to be able to provide the following quote for various software modifications related to sale of transponders and new coin drop functionality. The following Service Center software modifications have been identified to provide associated functionality. Associated with each task is the estimate in man-hours to complete it.

The following major tasks and or equipment items are included in the quote. A more detailed description of the software tasks is provided in the table below.

## 2.0 Cost Information

<u>No.</u>	<u>Task Description</u>	<u>Hours</u>	<u>Price</u>
1.	Service Center Changes	128 @ \$95/hr	\$ 12,160.
2.	Service Center Changes	320 @ \$115/hr	\$ 36,800.
	<b>Total</b>		<b>\$ 48,960</b>

## 3.0 Schedule

<u>No.</u>	<u>Task Description</u>	<u>Who</u>	<u>Start Date</u>	<u>Duration</u>
1.	Service Center Changes	A. Coombe	2 weeks ARO	6 weeks
2.	Service Center Changes	M. Subramani	2 weeks ARO	6 weeks

Lee County - Software Modifications

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**4.0 Detail Task Estimates**

Hours	Item	Description
	<b>SERVICE CENTER CHANGES</b>	
30	Staff ID functionality on Patron Registry	Added staff ID and time logged on
30	Eliminate blank page for AVI receipts	Add new receipt print demon
60	New rule for multiple barcode discounts	Fix error when computing total for multiple barcode discount.
40	Support for N_0000 condition	Modifications are required on the TP at the Service Center to detect when a Coin Drop (Prepaid) account goes negative. In this case, the TP must change status for the transponder and send (in real time) to all lane controllers
8	Design for Inventory report	Per email from Rob Radford to Sherry Moore dated Sept. 19, 2001.
160	Develop new Inventory report	Oracle development of screen/reports to implement Inventory report (per Rob Radford)
40	Modify Journal	Modify Journal to show transponder sales in the same section as barcode sales
40	Test bed setup and related testing	Test screen functionality and FT downloads
40	Project Management	PM for Service Center modifications

**Assumptions:**

- Lee County will assist with regression testing in the field as part of confirming functionality.
- Lane Controller and Service Center SRS/DDD will not be updated as part of this quote

If you have any questions regarding this quote, please contact me directly.

Regards,  
 Robert A. Lapsley  
 Project Manager  
 (407) 382-1301

FISH

TRANSCO-01

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YY) <b>3/1/2002</b>
PRODUCER <b>Johnson, Kendall &amp; Johnson, Inc.</b> John A. Wright, CPCU-New P. O. Box 17  Newtown PA 18940-0017	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURERS AFFORDING COVERAGE</b>		
INSURED  <b>TransCore, LP</b> 8158 Adams Drive Hummelstown PA 17036	INSURER A: <b>Caliber One Ind Co/PMA Capital Ins Group</b>	
	INSURER B: <b>Centennial Insurance Company</b>	
	INSURER C: <b>Atlantic Mutual Insurance Company</b>	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	<b>GPF00102903</b>	<b>9/3/2001</b>	<b>9/3/2002</b>	EACH OCCURRENCE \$ <b>1,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO.JECT <input checked="" type="checkbox"/> LOC				FIRE DAMAGE (Any one fire) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>1,000,000</b>
<b>B</b>	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<b>299404853</b>	<b>9/3/2001</b>	<b>9/3/2002</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b>
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
<b>C</b>	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<b>400525729</b>	<b>9/3/2001</b>	<b>9/3/2002</b>	<input checked="" type="checkbox"/> WC STATL TORY LIMITS <input type="checkbox"/> OTH-ER
					E.L. EACH ACCIDENT \$ <b>500000</b>
					E.L. DISEASE - EA EMPLOYEE \$ <b>500000</b>
	<input type="checkbox"/> OTHER				E.L. DISEASE - POLICY LIMIT \$ <b>500000</b>

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS**

**Lee County Board of County Commissioners Named as Additional Insured with regard to General Liability for work performed by the insured.**

<b>CERTIFICATE HOLDER</b>	ADDITIONAL INSURED; INSURER LETTER:	<b>CANCELLATION</b>
Lee County Lori Borman Contracts Department P.O. Box 398 Fort Myers FL 33902-0398		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE 