

3H-4

Agenda Item #:

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: December 16, 2008

[X] Consent [] Regular

[] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Approve Agreement with EFJohnson Technologies (EFJ) for reconfiguration services required to modify the 800 MHz System to comply with Federal Communication Commission's Rebanding Report & Order; and

B) Authorize the County Administrator or his designee to execute all documents required to administer this Agreement including any change orders which do not have any fiscal impact to the County.

Summary: In 2004, the Federal Communications Commission issued an Order that modified its rules governing the 800 MHz band requiring reconfiguration to minimize harmful interference to public safety radio communication systems. The County and Nextel are both licensed on frequency allocations subject to reconfiguration pursuant to a separate Frequency Reconfiguration Agreement (FRA). This Agreement provides the terms and conditions under which EFJ will reconfigure the County's 800 MHz radio system frequencies and implements the rebanding contemplated by the FRA. Pursuant to the terms of this Agreement as well as the FRA, EFJ's costs will be directly reimbursed by Nextel. **(FDO/ESS) Countywide (MJ)**

Background and Justification: On August 15, 2006 the County entered into a Frequency Reconfiguration Agreement (FRA and R2006-1421) with Nextel under which Nextel was to reconfigure the County's frequencies on the 800 MHz radio band. Under the terms of the FRA, the County relinquishes its current frequencies and relocates its system to newly assigned replacement frequencies. On February 27, 2007, the Board approved the mutual Assignment of FCC Licenses/Reconfiguration Certification and Closing Certificates (R2007-0279). The Frequency Reconfiguration Agreement with Nextel sets forth; 1) the frequencies to be reconfigured, 2) the process for reconfiguration of the frequencies by the County, 3) the costs of the reconfiguration, and 4) the process by which the County will be reimbursed for its costs and its Vendors paid for their costs. This Agreement implements the majority of the reconfiguration services. Pursuant to both Agreements, Nextel will directly reimburse EFJ for the total costs of this Agreement.

Attachments:

Reconfiguration Implementation Phase Agreement

Recommended by:


Department Director

11/25/08
Date

Approved by:


County Administrator

12/10/07
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>*</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No _____

Budget Account No: Fund ___ Department ___ Unit ___ Object___

Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

☒ Pursuant to the terms of this Agreement as well as the FRA with Nextel, the total amount of this agreement (\$184,783.45) will be paid to EFJ directly by Nextel.

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS:

A. OFMB Fiscal and/or Contract Development & Control Comments:

James Smith 12-5-08
OFMB
CN 12/4/08

Mr. J. Jacobson 12/9/08
Contract Dev. and Control
EJF 12/8/08

B. Legal Sufficiency:

[Signature] 12/10/08
Assistant County Attorney

This Contract complies with our
contract review requirements.

RECONFIGURATION IMPLEMENTATION PHASE AGREEMENT

THIS RECONFIGURATION IMPLEMENTATION PHASE AGREEMENT (this "Rebanding Agreement" or "Agreement") is made as of this ____ day of _____, 2008 (the "Effective Date"), by and between E.F. Johnson Company, a Minnesota corporation ("Vendor" or "EFJohnson"), and Palm Beach County, FL ("Agency" or "County"). Vendor and Agency may be referred to individually as a "party" and collectively as the "parties."

Recitals

A. Pursuant to certain orders (the "Orders") issued by the Federal Communications Commission ("FCC"), certain licensees of 800 MHz frequencies used in public safety systems must reconfigure their systems to operate on other licensed public safety frequencies, and Sprint Nextel Corporation ("Sprint Nextel") must provide the minimum funds necessary to provide each such licensee reconfigured facilities that are comparable to those presently in use.

B.. Pursuant to the Orders, Agency and Sprint Nextel shall enter into a Frequency Reconfiguration Agreement dated December 16, 2008 (the "FRA"), pursuant to which Agency has agreed to relinquish certain 800 MHz frequencies and reconfigure its system to certain replacement frequencies (the "Replacement Frequencies") and Sprint Nextel has agreed to pay the cost of such reconfiguration, consistent with the FRA and the Orders.

C. Agency has selected Vendor as a provider of some or all of the products and services required to reconfigure Agency's existing 800 MHz facilities to operate on the Replacement Frequencies.

NOW THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Exhibits.** In the event of any conflict among or between this Rebanding Agreement as presently constituted, or as amended in the future, and the Exhibits attached hereto, the Rebanding Agreement shall be controlling. In the event of a conflict among or between the provisions of the following exhibits and such conflict is not resolved by reference to this Rebanding Agreement, the provisions of the highest ranked exhibit(s) shall be controlling:

- EXHIBIT A SCOPE OF WORK
- EXHIBIT B EFJOHNSON WARRANTY STATEMENT
- EXHIBIT C EQUIPMENT INVENTORY
- EXHIBIT D INSURANCE REQUIREMENTS
- EXHIBIT E PROPOSAL DOCUMENTS

2. **Statement of Work.**

Vendor will provide products and perform the services described in the Scope of Work and Proposal Documents attached hereto as Exhibits A and E in accordance with this Agreement. The SOW and Proposal Documents shall include, as applicable, a description of the Services and Products, and any applicable and public pricing. Time lines for completing various

reconfiguration tasks will be determined following the project kickoff meeting and will be coordinated with other project activities of the County and other vendors. Products means any hardware or software, with all related documentation, or combinations thereof (the "Products") provided by Vendor, Sprint Nextel or other suppliers, and supplied by Sprint Nextel at "no charge" or sold by the Vendor under this Agreement, excluding Services. Any report, analysis or assessment exclusive of Products, and performance of the Services, shall be referred to hereinafter as a "deliverable." All deliverables become the property of Agency when delivered to and fully paid.

3. Performance Schedule.

Due to the Agency's operational requirements for its bus fleet, it requires the reconfiguration work (the "Reconfiguration Services") to be performed between 2000 and 0500 hours as shown in the conceptual schedule included as Exhibit F and is reflected in the Vendor's Statement of Work, Exhibit A, and hourly rate which is the basis for Exhibit E. The Agency and Vendor agree and acknowledge that Exhibit F is conceptual only, and the actual timeline and start date for the mobile work will be determined by written agreement between the Agency and Vendor. All work shall be completed no later than December 1, 2010 unless extended by written agreement between the parties, or by Force Majeure.

4. Contract Price.

The firm fixed price to Palm Beach County for Products and Reconfiguration Services is \$184,783.45. Payment for the Products and Services will be made by Sprint Nextel, which shall be paid in accordance with Section 6.

5. Taxes.

Sales taxes will be added to the Contract Price where applicable.

6. Invoicing and Payment.

6.1 Payment Terms and Conditions. Vendor understands that in order to receive payment from Sprint Nextel for the Reconfiguration Services to be provided under this Agreement, Vendor must comply with certain terms and conditions imposed by Sprint Nextel, the FCC and the transition administrator appointed pursuant to the Orders (the "Transition Administrator"). Vendor must complete a Payee Setup Form, which will be provided to Vendor by Sprint Nextel, to provide Sprint Nextel with the information necessary to enter Vendor's payment information into Sprint Nextel's payment system. In order to avoid any payment delays, Vendor should submit its completed Payee Setup Form to Sprint Nextel within 10 days of commencing the Reconfiguration Services. Vendor's completed Payee Setup Form should be faxed to Sprint Nextel at 866.221.6990. DO NOT send the Payee Setup Form to Sprint Nextel by mail. Vendors should allow ten (10) days after submitting its completed Payee Setup Form before beginning to submit invoices.

6.2 Invoicing. Vendor must fax its invoices to Sprint Nextel at **866.221.6990**. DO NOT send invoices to Sprint Nextel by mail. Before an invoice will be paid,

Sprint Nextel requires a confirmation from Agency (in the form of an “Incumbent Acknowledgement”) that Vendor has delivered and/or performed the goods and/or services listed on the invoice and/or has achieved any required contractual milestones covered by the invoice. At the same time Vendor faxes an invoice to Sprint Nextel, Vendor also must submit a copy of the invoice to: **Mark Filla, Palm Beach County FL**, so that Agency will be able to review any invoiced goods and/or services in order to confirm their delivery and/or performance and any invoiced milestones in order to confirm their achievement and provide the required Incumbent Acknowledgement. If Agency determines that any invoiced goods and/or services have not been delivered and/or performed or that any invoiced milestones have not been achieved as required by this Agreement, Agency will promptly notify Vendor Project Manager in writing of the reasons for that determination within 5 business days of receipt of the invoice. If the invoiced goods and / or services have been completed, Agency will submit the related Incumbent Acknowledgement to Sprint Nextel within 5 business days of receipt of the Vendor’s invoice, and will submit a copy of the Incumbent Acknowledgement to the Vendor Project Manager. Invoices shall be submitted for material at time of shipment from EFJohnson factory, and monthly for labor and expenses, based on percentage completion.

- 6.3** Invoices. In order to be paid, invoices must include the following information:
- 6.3.1** Vendor’s name (must match the name submitted on the Payee Setup Form submitted by Vendor to Sprint Nextel)
 - 6.3.2** Vendor’s “remit to” address
 - 6.3.3** Vendor’s representative’s name and contact information (for questions about the invoice)
 - 6.3.4** Agency’s name
 - 6.3.5** Deal Number (to be provided by Sprint Nextel)
 - 6.3.6** A detailed list of goods and/or services or milestones for which Vendor is requesting payment (broken out by line item) as well as the total sum
 - 6.3.7** Applicable sales tax
 - 6.3.8** Invoice date
 - 6.3.9** Invoice number
- 6.4** Payment. Within thirty (30) days after the later of Sprint Nextel’s receipt of (i) Vendor’s invoice and (ii) the related Incumbent Acknowledgement, Sprint Nextel will pay the invoice on behalf of Agency, assuming that Vendor has complied with all applicable terms and conditions of payment imposed by Sprint Nextel, the FCC and the Transition Administrator. Vendor agrees to accept direct payment from Sprint Nextel on behalf of Agency.
- 6.5** Sprint Nextel Letter of Credit. Sprint Nextel has obtained an irrevocable letter of credit that assures that funds will be available to fund the 800 MHz band reconfiguration required by the Orders (the “Letter of Credit”). The Transition

Administrator may issue draw certificates to the trustee administering the Letter of Credit (the "Trustee") for payment of relocation costs if Sprint Nextel defaults on its obligation under the Orders to pay a licensee's reconfiguration costs. Vendor agrees to look solely to the Letter of Credit as security for payment of any amounts not paid by Sprint Nextel when due under this Agreement and hereby waives its rights of lien, and agrees not to file any liens, arising out of the performance of the Reconfiguration Services against Agency's premises or any property belonging to Agency. Nothing contained in this section shall be deemed to limit any other remedies available to Vendor at law or equity.

6.6 Equipment Inventory. Quantities of subscriber products and accessories to be supplied are based on the Agency-provided equipment inventory, as a one for one replacement for existing equipment. If replacement equipment is required, in addition to the quantities identified in the Agency-provided inventory, it will be handled through the Change Order process. If Vendor supplies equipment per the Agency-provided inventory, attached hereto as Exhibit C, and later finds that there is no corresponding item to be replaced, Agency may:

A) issue a purchase order to the Vendor, at a negotiated equipment price with the Vendor and at the service rates outlined in this Agreement and the SOW, plus actual freight costs,

Or

B) return the excess items to the Vendor, subject to any re-stocking fees that Vendor may incur from third party suppliers, plus actual freight costs incurred.

7 Change Orders.

Agency reserves the right at any time to make changes in the SOW or in the time or place of performance of the Reconfiguration Services. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Agency Contracting Officer shall make an equitable adjustment in the contract price, the performance schedule, or both. Any such adjustment in the contract price or performance schedule shall be mutually satisfactory to Agency, Vendor, Sprint Nextel and the Transition Administrator, and agreed to in writing prior to the vendor commencing work on the requested change in the SOW. Price increases and/or extensions of time shall not be binding upon Agency unless evidenced by a modification to this Agreement signed by the parties hereto in accordance with Section 20.2. Agency reserves the right to constitute a change order review board comprised of representatives of Agency, Vendor, Sprint Nextel and the Transition Administrator in the event that the need arises to expedite review and approval of change orders in order to mitigate the impact of changes on the performance of the Reconfiguration Services.

Administration.

- 8.1 Vendor Project Manager.** Vendor shall appoint a project manager (the "Vendor Project Manager") who will provide oversight of Vendor activities conducted hereunder, who will be the principal point of contact concerning Vendor's performance under this Agreement, and with whom the Agency's Project Manager shall work for the duration of this Agreement. Vendor shall notify Agency's Project Manager, in writing, when there is a new Vendor Project Manager assigned to this Agreement. The Vendor Project Manager's information is:

Vendor Project Manager: **Jeff Ziegler**

Address: **16649 Mayfield Drive, Eden Prairie, MN 55347**

Phone: **952-034-0629**

Fax: **Call**

E-mail: **jziegler@efjohnson.com**

- 8.2 Vendor Contracting Officer.** For the purposes of this Agreement, "Vendor Contracting Officer" means the vendor signor, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Agreement, an authorized representative of Vendor Contracting Officer acting within the limits of his / her authority.

- 8.3 Agency Project Manager.** Agency shall appoint a project manager (the "Agency Project Manager") who will provide oversight of the activities conducted hereunder and will be the primary contact person with whom Vendor's Project Manager shall work for the duration of this Agreement. Agency shall notify Vendor's Project Manager, in writing, when there is a new Agency Project Manager assigned to this Agreement. The Agency Project Manager's information is:

Agency Project Manager: **Mark Filla, Palm Beach County**

Address: **2601 Vista Parkway, West Palm Beach, FL 33411**

Phone: **561-233-0837**

Fax: **561-233-4474**

E-mail: **MFilla@pbcgov.org**

- 8.4 Agency Contract Administrator.** For the purposes of this Agreement, "Agency Contract Administrator" shall mean that person designated by the Agency Contracting Officer to administer this Agreement on behalf of Agency.

- 8.5 Agency Contracting Officer.** For the purposes of this Agreement, "Agency Contracting Officer" shall mean Audrey Wolf, Director, Facilities Development & Operations, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this Agreement, an authorized representative of the Agency Contracting Officer acting within the limits of his/her authority.

9 Force Majeure.

In the event of either Party hereto is rendered unable, wholly or in part, by Force Majeure to carry out its obligations under this Agreement, other than to make payments when due hereunder, it is agreed that upon such Party giving notice and full particulars of such Force Majeure in writing to the other Party as soon as possible after the occurrence of the cause relied on, then the obligations of the Party giving such notice, so far as they are affected by such Force Majeure, and any corresponding obligations of the other Party, shall be suspended during the continuance of any inability caused by such Force Majeure, but for no longer period, and such Force Majeure shall as far as possible be remedied with all reasonable and diligent dispatch by the Party claiming Force Majeure in order to put itself in a position to carry out its obligations under this Agreement. The term "Force Majeure" shall mean any event or circumstance beyond the reasonable control of the Party claiming Force Majeure, and which by exercise of due foresight such Party could not reasonably have been expected to avoid and which the Party is unable to overcome by the exercise of due diligence, including but not necessarily limited to, any act of God, any act or omission of any government authority not caused by the act or omission of the Party claiming Force Majeure, explosions, fire, riot, war and natural disasters; provided, however, the term "Force Majeure" shall include strikes or labor disputes which commence during the applicable period for service rendered hereunder.

10 Access to Work Sites.

Agency will provide access to the Agency's sites as reasonably requested by Vendor so that it may perform its duties in accordance with the SOW. Vendor acknowledges that security rules and regulations will be in effect for the sites, as developed and promulgated by Agency from time to time. Vendor agrees, for itself, its employees, subcontractors, vendors, visitors, and invitees, to comply strictly with all rules and regulations of Agency in effect from time to time with regard to access to and activities on Agency's sites. Specifically, Vendor will comply with the requirements of Palm Beach County Ordinance (03-030, as amended, with regard to the performance of criminal history records checks prior to accessing Agency's sites).

11 Gratuities.

Vendor and its employees shall not, with the intent to influence the recipients in the conduct of their official duties, extend any gratuity or special favor of monetary value to any officer, employee or other representative of Agency.

12 Insurance/Indemnification.

12.1 Insurance: Vendor shall provide insurance coverage as specified in Exhibit D attached hereto and incorporated herein by reference including, without limitation, insurance coverage for its liability and indemnity obligations hereunder.

12.2 Indemnification: Vendor will defend at its expense and hold harmless Agency against any claim, suit, demand, or cause of action brought by a third party against Agency that is based on and to the extent it is caused by the negligence or willful misconduct of Vendor, its subcontractors, or their employees or agents, while performing their duties under this Agreement, and which results in personal

injury, death or direct damage to tangible property ("Vendor Claim"). Vendor will indemnify Agency from any liability, judgment, awards and damages incurred by Agency and caused by the Vendor Claim. The foregoing indemnity is conditioned on (i) Agency giving Vendor prompt, written notice of any Vendor Claim, and providing to Vendor cooperation (and, if requested, reasonable assistance) in the defense of the Vendor Claim; and (ii) Vendor having sole control in the defense of the Vendor claim and all negotiations for its settlement or compromise. Vendor will have no indemnity liability for the negligence or fault of Agency, or any of their employees, agents or representatives. This section states the full extent of Vendor's general indemnification from liabilities that are in any way related to Vendor's performance under this Agreement.

13 Risk of Loss.

Title and risk of loss of any replacement equipment to be provided by Vendor as part of the Reconfiguration Services shall pass to Agency upon delivery to Agency. Vendor shall retain any replaced equipment for delivery to Sprint Nextel.

14 Acceptance.

Final acceptance of the Reconfiguration Services shall occur upon satisfactory performance of the Reconfiguration Services in accordance with the SOW and successful completion of any acceptance testing provided in the SOW. Agency and Vendor will memorialize final acceptance of the Reconfiguration Services by promptly executing a final acceptance certificate.

15 Default.

If Vendor fails to perform a material obligation under this Agreement, Agency may consider Vendor to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving Vendor written notice of default. Vendor will have thirty (30) days after receipt of the notice of default either to cure the default or, if the default is not curable within thirty (30) days, to provide a written cure plan. Vendor will begin implementing the cure plan immediately after receipt of notice by Agency that it approves the plan. If Vendor fails to cure the default, unless otherwise agreed in writing, Agency may terminate this Agreement for default. In the event of termination for default, Agency may acquire the Reconfiguration Services elsewhere on terms and conditions or in such manner as Agency may deem appropriate, and Vendor shall be liable to Agency for any excess cost or other expense incurred by Agency in such acquisition. The rights and remedies of Agency under this section are in addition to other rights and remedies provided by law or this Agreement.

16 Limitation of Liability.

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, NEITHER PARTY (NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES) WILL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY VENDOR PURSUANT TO THIS AGREEMENT.

IN NO EVENT SHALL VENDOR HAVE ANY LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE FOR ANY DAMAGES FOR LOST PROFITS, LOST SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION, LOST OR DAMAGED FILES OR DATA, OR OTHERWISE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS TRANSACTION EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S LIABILITY FOR DAMAGES, FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WILL BE LIMITED TO THE ACTUAL DAMAGES PROVEN, IN NO EVENT TO EXCEED TWO TIMES THE AGGREGATE PURCHASE PRICE OF THIS AGREEMENT. HOWEVER, THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIMIT VENDOR'S LIABILITY TO INDEMNIFY PURSUANT TO SECTION 12.2.

17 Disputes.

If a claim, dispute, or other matter in question arises out of this Agreement which the parties are unable to resolve through mutual, good faith, negotiations, it shall first be mediated by a mutually selected mediator. If such claim, dispute, or other matter cannot be resolved by mediation, each party shall be free to pursue such legal remedies as the party believes it is entitled to under the terms of this Agreement.

18 Security.

Notwithstanding anything to the contrary in this Agreement, the parties recognize that Agency is a public entity in the State of Florida, and, as such, is subject to the Florida Public records Laws, including, but not limited to, Chapter 119, Florida Statutes. Therefore, if the disclosure of any information, materials, or other documents submitted to Agency by Vendor is required by law and/or a court of competent jurisdiction, Agency shall not be considered to be a breach of this Agreement. The parties acknowledge that the pricing, reasonable descriptions of Services and Products and major milestones in the SOW shall be provided to the Transition Administrator and to Sprint Nextel in accordance with the Orders. To the extent reasonably necessary, Vendor shall cooperate with Agency in describing the Services, Products and aspects of the SOW so that such confidential information is not disclosed to any person, including Sprint Nextel and the Transition Administrator.

19 General.

- a. Assignment. Vendor will not assign this Agreement without the prior written consent of Agency. The foregoing restrictions or assignments shall not apply to any assignment, by operation of law or otherwise, to a successor of Vendor resulting from the merger or consolidation of Vendor or the sale of substantially all of the assets of Vendor. Subject to the foregoing restriction, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and Vendor's respective successors and assigns.
- b. Authority for Modifications and Amendments. No modification, amendment, alteration, addition, or waiver of any section or condition of this Agreement or the SOW shall be effective or binding unless it is in writing and signed by Agency and Vendor Contracting Officers. Only the Agency Contracting Officer shall

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have the express, implied, or apparent authority to alter, amend, modify, add, or waive any section or condition of this Contract or the SOW on behalf of Agency.

- c. Waiver. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of the right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- d. Limited Warranties. Vendor's Standard Product Warranty is set forth on Exhibit B. Vendor further warrants that its Proprietary Software will function substantially in accordance with published Vendor specifications for the proprietary software for a period of 365 days from the date of delivery to Agency. Agency's sole and exclusive remedy for breach of this limited warranty shall be Vendor's repair or replacement, at its option, of the non-conforming Proprietary Software. Vendor shall bear the expense of such repair or replacement including any applicable shipping and transportation charges. This warranty shall not apply to any Proprietary Software physically modified or abused or Proprietary Software that is not operated in accordance with the appropriate operation guidelines.
- e. Vendor's Software. For the object code software provided with, or contained or embedded in Vendor's equipment, Vendor hereby grants to Agency a personal, non-exclusive, non-transferable, non-assignable license to use the Software. Agency shall not have the right to sublicense, rent, lease, or otherwise transfer the Software. The license granted herein authorizes Agency to use the Software for its own internal purposes in connection with the Equipment.
- f. Refurbished Equipment. Vendor warrants that any refurbished equipment manufactured by EFJohnson and provided under this agreement is functional upon acceptance.
- g. Third Party Equipment. Original OEM warranty applies to any third party equipment provided under this agreement
- h. Severability. If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- i. Non-Exclusive Remedies. The remedies provided for in this Agreement shall not be exclusive but are in addition to all other remedies available under law.
- j. Independent Contractors. Each party is an independent contractor with respect to the other party, and neither party nor its personnel will be considered to be employees or agents of the other party. Nothing in this Agreement grants a party the right or authority to make commitments of any kind for the other party. This

Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

- k. Headings and Section References. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.
- l. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Florida, without giving effect to principles of conflicts of law.
- m. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire agreement of the parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to that subject matter. The preprinted terms and conditions found on any Vendor purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if representative of each party signs the document.
- n. Notices. Notices required to be given by either party to the other party must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Vendor	Agency
Attn: <u>General Counsel</u>	Attn: <u>Mark Filla</u>
Address: <u>1440 Corporate Drive</u> <u>Irving, TX 75038</u>	Address: <u>2601 Vista Parkway, West Palm</u> <u>Beach, FL 33411</u>
Email: <u>erodriguez@efji.com</u>	Email: <u>MFilla@pbcgov.org</u>
Fax: <u>972-819-0201</u>	Fax: <u>561-233-0802</u>
Phone: <u>972-819-0700</u>	Phone: <u>561-233-4474</u>

- o. Compliance with Applicable Laws. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Agency will obtain and comply with all required FCC licenses and authorizations.
- p. Authority to Execute Agreement. Each party represents to the other party that such party has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon

execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of such party.

- q. Survival of Terms. The following provisions survive the expiration or termination of this Agreement for any reason: if any payment obligations exist, Sections 4 (Contract Price) and 6 (Invoicing and Payment); Section 12.2 (Indemnification) Section 16 Limitation of Liability); Section 17 (Disputes); Section 18 (Security); and all of the General provisions in this Section 19.

In consideration of the mutual consideration set forth herein, this Agreement is effective as a legally binding agreement between the Parties upon execution by the Parties.

INCUMBENT:

EFJohnson:

**PALM BEACH COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS**

E.F. JOHNSON COMPANY

By: _____
John F. Koons, Chairman

By: _____

Name:

Title:

ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

WITNESS: _____
Print Name

By: _____
Deputy Clerk

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

By: _____
Assistant County Attorney

APPROVED AS TO TERMS &
CONDITIONS:

By: _____
Director, Facilities Dev. & Ops.

Exhibit A
Scope of Work
E.F. Johnson Company
Palm Beach Co, FL Rebanding

E.F. Johnson Company's role in the Palm Beach County Rebanding Project is limited to the replacement or reprogramming of certain EFJohnson radios currently in use by agencies in the County. Cost Estimate/Proposals for products and services have been provided to the County, and details negotiated with Sprint Nextel. These Cost Estimate/Proposals specify the equipment and services to be provided. Only those radios listed in our Cost Estimate/Proposal will be accommodated. Additional EFJohnson radios currently in use in Palm Beach County have been designated for replacement with Motorola equipment. Details of our involvement are included below by agency:

Palm Tran

Palm Beach County provided EFJohnson with an inventory that included 178 total mobile radios in use by Palm Tran. Of this total, 149 cannot be rebanded and will be replaced. The remaining 29 radios will be flash upgraded and reprogrammed for rebanding. These radios are unique in that they have a custom audio interface that must be replicated in any radios that must be replaced. For rebanding at Palm Tran, E.F. Johnson Company will:

1. Provide 149 Replacement Mobile Radios as specified. These radios are comparable facility replacements for the existing radios that cannot be rebanded.
2. Provide 29 Rebanding Flash Kits as specified for radios that can be reprogrammed for rebanding.
3. Install 29 Flash Kits in the radios that can be reprogrammed.
4. Create and install 29 new Option Loads in the radios that can be reprogrammed.
5. Modify all Palm Tran Code Plugs/Templates for rebanding. Code Plugs may be read from existing radios or provided by Palm Tran or Palm Beach County (.rcf files).
6. Test and approve all Code Plug/Template modifications
7. Install modified Code Plug/Templates into 29 existing mobile radios currently installed in vehicles.
8. Install modified Code Plug/Templates into 178 new mobile radios prior to installation in vehicles.
9. Provide 149 custom audio interfaces for new, replacement radios including:
 - a. Pre-installation interface design
 - b. Pre-installation radio setup and modifications
 - c. Pre-installation Audio Box setup
 - d. Supply 15 spare Audio Box assemblies for installation logistics
10. Remove old radio and install new radio in vehicle. Installs will be coordinated with Palm Trans and will be done at night.
11. Test all radios for proper operation following installation.

Tequesta

Palm Beach County provided EFJohnson with an inventory that included 34 total radios in use by Tequesta. Of this total, 1 cannot be rebanded and will be replaced. The remaining 33 radios

will be flash upgraded and reprogrammed for rebanding. For rebanding at Tequesta, E.F. Johnson Company will:

1. Provide 1 Replacement Control Station Radio as specified. This radio is a comparable facility replacement for the existing radio that cannot be rebanded.
2. Provide 33 Rebanding Flash Kits as specified for radios that can be reprogrammed for rebanding.
3. Install 33 Flash Kits in the radios that can be reprogrammed.
4. Create and install 33 new Option Loads in the radios that can be reprogrammed.
5. Modify all Tequesta Code Plugs/Templates for rebanding. Code Plugs may be read from existing radios or provided by Tequesta or Palm Beach County (.rcf files).
6. Test and approve all Code Plug/Template modifications.
7. Install modified Code Plug/Templates into 12 existing mobile radios currently installed in vehicles and 21 existing portable radios currently in use.
8. Install modified Code Plug/Templates into 1 new radio prior to installation.
9. Remove 1 existing control station and re-install the replacement radio.
10. Test all reprogrammable radios for proper operation following code plug installation and all new radios prior to installation or delivery.

Manalapan

Palm Beach County provided EFJohnson with an inventory that included 24 total radios in use by Manalapan. Of this total, 23 cannot be rebanded and will be replaced. The remaining 1 radio will be flash upgraded and reprogrammed for rebanding. For rebanding at Manalapan, E.F. Johnson Company will:

1. Provide 14 Replacement Portable Radios as specified. These radios are comparable facility replacements for the existing radios that cannot be rebanded.
2. Provide 9 Replacement Mobile Radios as specified.
3. Provide 1 Rebanding Flash Kit as specified for the radio that can be reprogrammed for rebanding.
4. Install 1 Flash Kit in the radio that can be reprogrammed.
5. Create and install 1 new Option Load in the radio that can be reprogrammed.
6. Modify all Manalapan Code Plugs/Templates for rebanding. Code Plugs may be read from existing radios or provided by Manalapan or Palm Beach County (.rcf files).
7. Test and approve all Code Plug/Template modifications.
8. Install modified Code Plug/Templates into 14 new portable radios prior to deployment.
9. Install modified Code Plug/Templates into 9 new mobile radios prior to installation in vehicles.
10. Install modified Code Plug/Template into 1 existing portable radio currently in use.
11. Deliver 14 new portable radios to Manalapan.
12. Remove 9 existing mobile radios and re-install the replacement radios.
13. Test all reprogrammable radios for proper operation following code plug installation and all new radios prior to installation or delivery.

Juno Beach

Palm Beach County provided EFJohnson with an inventory that included 32 total radios in use by Juno Beach. Of this total, 1 cannot be rebanded and will be replaced. The remaining 31

radios will be flash upgraded and reprogrammed for rebanding. For rebanding at Tequesta, E.F. Johnson Company will:

1. Provide 1 Replacement Control Station Radio as specified. This radio is a comparable facility replacement for the existing radio that cannot be rebanded.
2. Provide 31 Rebanding Flash Kits as specified for radios that can be reprogrammed for rebanding.
3. Install 31 Flash Kits in the radios that can be reprogrammed.
4. Create and install 31 new Option Loads in the radios that can be reprogrammed.
5. Modify all Juno Beach Code Plugs/Templates for rebanding. Code Plugs may be read from existing radios or provided by Juno Beach or Palm Beach County (.rcf files).
6. Test and approve all Code Plug/Template modifications.
7. Install modified Code Plug/Templates into 13 existing mobile radios currently installed in vehicles and 18 existing portable radios currently in use.
8. Install modified Code Plug/Templates into 1 new radio prior to installation. Remove 1 existing control station and re-install the replacement radio.
9. Test all reprogrammable radios for proper operation following code plug installation and new radio prior to installation.

Palm Springs and State Attorney

Palm Beach County provided EFJohnson with an inventory that included 3 total radios in use by Palm Springs and the State Attorney. Of this total, all 3 cannot be rebanded and will be replaced. For rebanding at Palm Springs and the State Attorney, E.F. Johnson Company will:

1. Provide 3 Replacement Portable Radios as specified. These radios are comparable facility replacements for the existing radios that cannot be rebanded.
2. Modify all Palm Springs and State Attorney Code Plugs/Templates for rebanding. Code Plugs may be read from existing radios or provided by Palm Springs, the State Attorney or Palm Beach County (.rcf files).
3. Test and approve all Code Plug/Template modifications.
4. Install modified Code Plug/Templates into 3 new portable radios prior to deployment.
5. Deliver 3 new portable radios to Palm Springs and the State Attorney.
6. Test all radios for proper operation prior to delivery.

All Agencies

E.F. Johnson Company will also provide overall project services for the Palm Beach County Rebanding Project as follows:

1. Project Management.
2. Inventory Management of all Replacement Radios.
3. Documentation on all Replacement Radios and Preprogrammed Radios.
4. Retrieval/recovery of existing radios that are being replaced, at the time the new replacement radios are installed or delivered.
5. Inventory Management of all retrieved/recovered radios.
6. Storage and other inventory logistics.
7. Preparation of retrieved/recovered radios for shipment to Sprint Nextel.
8. Travel and Living as specified for EFJ Field Engineers and Technicians.
9. Travel Time for local technicians is included.
10. 2nd Touch for all new and existing radios including:

- a. Modify Code Plug/Template to remove pre-rebanding frequencies and relocate post rebanding frequencies per agency instructions.
- b. Program each radio with 2nd Touch Modified Code Plug/Template
- c. Travel Time for local technicians is included

Schedule

E.F. Johnson Company will work with Palm Beach County, Motorola, and other involved parties to create the EFJohnson schedule. Except for the 2nd Touch, we anticipate adhering to a schedule where E.F. Johnson Company would begin and complete work within the timeline window for the subscriber 1st Touch as proposed for the overall project.

If additional EFJohnson radios are discovered during the course of this project, EFJohnson will work with the radio owner(s) and the County to prepare a Rebanding FRA Change Order and to negotiate a plan to get these radios rebanded within the timeline for the subscriber 1st Touch.

In the event that performance problems are discovered on the E.F. Johnson Company radios within thirty (30) days after the infrastructure has been rebanded, E.F. Johnson Company shall make best efforts to assist in diagnosing the problem(s) and recommending the necessary course of action. If the course of action is a re-programming of the radios caused by a manufacturing or workmanship defect identified on the E.F. Johnson Company radios, then the rework would be provided by at no cost to the County or Sprint Nextel.

Exhibit B

Product Warranty

EFJohnson warrants to the original purchaser for use ("Buyer") that products manufactured by EFJohnson ("Products") are free from defects in material and workmanship and will conform to EFJohnson's published technical specifications for a period of, except as noted below, a period of one (1) year from the date of shipment to Buyer. EFJohnson makes no warranty with respect to the equipment not manufactured by EFJohnson, and any such equipment shall carry the original equipment manufacturer's warranty only. EFJohnson further makes no warranty as to, and specifically disclaims liability for, availability, range, coverage, grade of service or operation of the repeater system provided by the carrier or repeater operator,

If any product fails to meet the Warranty set forth above during the applicable warranty period and is returned to a location designated by EFJohnson, EFJohnson at its option shall either repair or replace such defective Product, directly or through an authorized service agent, within thirty (30) days of receipt of same. No Products may be returned without the prior authorization from EFJohnson. Any repaired or replaced Products shall be warranted for the remainder of the original warranty period. Buyer shall pay all shipping and handling charges for returning all defective products to EFJohnson or EFJohnson's authorized service agent. Buyer is also responsible for other cost and expenses of transit and delivery, including all applicable taxes and duties. EFJohnson will pay the returned shipping charges if the product is repaired or replaced under warranty. Repair or replacement of defective Products as set forth in this paragraph fulfills any and all warranty obligations on the part of EFJohnson.

This warranty is void and EFJohnson shall not be obligated to replace or repair any Products if (i) the Product has been used in other than its normal and customary manner (ii) the Product has been subject to misuse, accident, neglect or damage or has been used with other than EFJohnson approved accessories and equipment, (iii) unauthorized alterations or repairs have been made or unapproved parts have been used with the Product, or (iv) Buyer failed to notify EFJohnson or EFJohnson authorized service agent of the defect during the applicable warranty period.

THE AFORESAID WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED AND IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EFJohnson AND BUYER AGREE THAT BUYER'S EXCLUSIVE REMEDY FOR ANY BREACH OF ANY SAID WARRANTIES IS AS SET FORTH ABOVE. BUYER AGREES THAT IN NO EVENT SHALL EFJohnson BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES WHETHER ON THE BASIS OF NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The purpose of the exclusive remedies set forth above shall be to provide Buyer with repair or replacement of non-complying products in the manner provided above. These exclusive remedies shall not be deemed to have failed of their essential purpose so long as EFJohnson is willing and able to repair or replace non-complying Products in the manner set forth above.

Some states do not allow limitations or implied warranties so the above limitations may not be applicable. You may also have other rights which vary from state to state.

Exception

Thirty Day: Tuning and adjustment of portable and mobile radios

Exhibit C
Equipment Inventory

YHO 11/16/07

AGENCY	SECTION/BLDG. LOCATION	EFJ	EFJ	EFJ	EFJ	EFJ
		Transcript	5100	5300	7780	9800
JUNO BEACH PD			18	13		1
MANALAPAN PD			14	3	1	6
PALM TRAN	North and South			178		
TEQUESTA			13	20		1
PALM SPRINGS		1				
STATE ATTORNEY		2				
JUPITER				2		
SUB-TOTAL		3	45	216	1	8

GRAND
TOTAL

273

Yho
11/16/07

Unit Count	User	Rad. Series	Model #	Serial #	Unit ID #	Asset #
1	Juno Beach	5100	5170	5170F0606T88433	739117	-
2	Juno Beach	5100	5170	5170F0606T88912	739118	-
3	Juno Beach	5100	5170	5170F0606T88926	739119	-
4	Juno Beach	5100	5170	5170F0606T88963	739120	-
5	Juno Beach	5100	5170	5170F0606T88986	739121	-
6	Juno Beach	5100	5170	5170F0606T88987	739122	-
7	Juno Beach	5100	5170	5170F0606T89138	739123	-
8	Juno Beach	5100	5170	5170F0606T89296	739124	-
9	Juno Beach	5100	5170	5170F0606T89327	739125	-
10	Juno Beach	5100	5170	5170F0606T89388	739126	-
11	Juno Beach	5100	5170	5170F0606T89422	739127	-
12	Juno Beach	5100	5170	5170F0606T89451	739128	-

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13	Juno Beach	5100	5170	5170F0606T89473	739129	-
14	Juno Beach	5100	5170	5170F0606T89483	739130	-
15	Juno Beach	5100	5170	5170F0606T89497	739131	-
16	Juno Beach	5100	5170	5170F0606T88938	739132	-
17	Juno Beach	5100	5170	5170F1606T90910	739133	-
18	Juno Beach	5300	5378	5378H4605T37717	739105	-
19	Juno Beach	5300	5378	5378H0606T40797	739106	-
20	Juno Beach	5300	5378	5378H0606T40866	739107	-
21	Juno Beach	5300	5378	5378H0606T40798	739108	-
22	Juno Beach	5300	5378	5378H4705T33720	739109	-
23	Juno Beach	5300	5378	5378H4705T37707	739110	-
24	Juno Beach	5300	5378	5378H5205T39561	739111	-
25	Juno Beach	5300	5378	5378H5205T39562	739112	-
26	Juno Beach	5300	5378	5378H0606T40805	739113	-
27	Juno Beach	5300	5378	5378H0606T40803	739114	-
28	Juno Beach	5300	5378	5378H4505T37105	739115	-
29	Juno Beach	5300	5378	5377H0406T40572	739116	-
30	Juno Beach	5300	5378	5378H2407T52850	739134	-
31	Juno Beach	5100	5170	5170F2607C92450	Spare-New	
32	Juno Beach	9883	9883	9883AF072A21570	FL Mutual Aid - Control	-
1	Manalapan	5100	5186	51860A493A26445	746166	-
2	Manalapan	5100	5186	51860A493A26460	746167	-
3	Manalapan	5100	5186	51860A493A26478	746168	-
4	Manalapan	5100	5186	51860A493A26443	746169	-
5	Manalapan	5100	5186	51860A493A26442	746170	-
6	Manalapan	5100	5186	51860A493A26450	746171	-
7	Manalapan	5100	5186	51860A493A26453	746172	-
8	Manalapan	5100	5186	51860A493A26461	746173	-
9	Manalapan	5100	5186	51860A493A26475	746174	-
10	Manalapan	5100	5186	51860A493A26479	746175	-
11	Manalapan	5100	5186	51860A263A17714	746176	-
12	Manalapan	5100	5170	5170F2506T96835	746186	-
13	Manalapan	5300	5478	5478H0806T40989	746185	-
14	Manalapan	5300	5378	5378H3405T34366	746180	-
15	Manalapan	9800	242-9888-302	9888AF024A23438	746177	-
16	Manalapan	9800	242-9888-302	9888AF024A10110	746178	-
17	Manalapan	9800	242-9888-302	9888AF024A10111	746179	-
18	Manalapan	9800	242-9888-302	9888AF024A10113	746181	-
19	Manalapan	9800	242-9888-302	9888AF024A10114	746182	-
20	Manalapan	5100	5186	51860A015A43796	746184	
21	Manalapan	5100	5186	51860A015A43802	746183	
22	Manalapan	7780	7780	77805A030J12354	Spare	
23	Manalapan	5300	5378	5378H3406T44391	746180	-

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24	Manalapan	9800	242-9888-302	9988AF024A10112	TBA	-
1	Palm Tran	5300	242-5388-401AAAB	53880F243A10328	736392	10153907
2	Palm Tran	5300	242-5388-401AAAB	53880F243A10316	736393	10153911
3	Palm Tran	5300	242-5388-401AAAB	53880F243A10319	736394	10153971
4	Palm Tran	5300	242-5388-401AAAB	53880F243A10278	736395	10153891
5	Palm Tran	5300	242-5388-401AAAB	53880F243A10261	736396	10153895
6	Palm Tran	5300	242-5388-401AAAB	53880F243A10352	736397	10153887
7	Palm Tran	5300	242-5388-401AAAB	53880F243A10385	736398	10153903
8	Palm Tran	5300	242-5388-401AAAB	53880F243A10305	736399	10154062
9	Palm Tran	5300	242-5388-401AAAB	53880F243A10377	736401	10153944
10	Palm Tran	5300	242-5388-401AAAB	53880F243A10358	736402	10154057
11	Palm Tran	5300	242-5388-401AAAB	53880F243A10258	736403	10153942
12	Palm Tran	5300	242-5388-401AAAB	53880F243A10331	736404	10153977
13	Palm Tran	5300	242-5388-401AAAB	53880F243A10382	736405	10153950
14	Palm Tran	5300	242-5388-401AAAB	53880F243A10265	736406	10153889
15	Palm Tran	5300	242-5388-401AAAB	53880F243A10364	736407	10154066
16	Palm Tran	5300	242-5388-401AAAB	53880F243A10370	736408	10153982
17	Palm Tran	5300	242-5388-401AAAB	53380F243A10378	736409	10153947
18	Palm Tran	5300	242-5388-401AAAB	53880F243A10396	736410	10153937
19	Palm Tran	5300	242-5388-401AAAB	53880F243A10356	736411	10153953
20	Palm Tran	5300	242-5388-401AAAB	53880F243A10321	736412	10153970
21	Palm Tran	5300	242-5388-401AAAB	53880F243A10401	736413	10153985
22	Palm Tran	5300	242-5388-401AAAB	53880F243A10351	736414	10153988
23	Palm Tran	5300	242-5388-401AAAB	53880F243A10256	736415	10153949
24	Palm Tran	5300	242-5388-401AAAB	53880F243A10386	736416	10153976
25	Palm Tran	5300	242-5388-401AAAB	53880F243A10350	736417	10154056
26	Palm Tran	5300	242-5388-401AAAB	53880F243A10273	736419	10153980

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27	Palm Tran	5300	242-5388-401AAAB	53880F243A10279	736421	10153955
28	Palm Tran	5300	242-5388-401AAAB	53880F243A10315	736422	10153967
29	Palm Tran	5300	242-5388-401AAAB	53880F243A10379	736423	10154058
30	Palm Tran	5300	242-5388-401AAAB	53880F243A10392	736424	10153914
31	Palm Tran	5300	242-5388-401AAAB	53880F243A10299	736425	10153963
32	Palm Tran	5300	242-5388-401AAAB	53880F243A10375	736426	10154055
33	Palm Tran	5300	242-5388-401AAAB	53880F243A10287	736427	10153893
34	Palm Tran	5300	242-5388-401AAAB	53880F243A10336	736428	10153913
35	Palm Tran	5300	242-5388-401AAAB	53880F243A10398	736429	10154033
36	Palm Tran	5300	242-5388-401AAAB	53880F243A10276	736430	10153900
37	Palm Tran	5300	242-5388-401AAAB	53880F243A10291	736431	10153939
38	Palm Tran	5300	242-5388-401AAAB	53880F243A10301	736432	10153896
39	Palm Tran	5300	242-5388-401AAAB	53880F243A10295	736433	10153923
40	Palm Tran	5300	242-5388-401AAAB	53880F243A10302	736434	10153928
41	Palm Tran	5300	242-5388-401AAAB	53880F243A10330	736435	10153972
42	Palm Tran	5300	242-5388-401AAAB	53880F243A10266	736436	10153934
43	Palm Tran	5300	242-5388-401AAAB	53880F243A10311	736437	10153934
44	Palm Tran	5300	242-5388-401AAAB	53880F243A10322	736438	10154054
45	Palm Tran	5300	242-5388-401AAAB	53880F243A10281	736439	10154053
46	Palm Tran	5300	242-5388-401AAAB	53880F243A10348	736440	10153941
47	Palm Tran	5300	242-5388-401AAAB	53880F243A10263	736441	10153947
48	Palm Tran	5300	242-5388-401AAAB	53880F243A10332	736442	10153933
49	Palm Tran	5300	242-5388-401AAAB	53880F243A10342	736443	10153902
50	Palm Tran	5300	242-5388-401AAAB	53880F243A10264	736444	10154039
51	Palm Tran	5300	242-5388-401AAAB	53880F243A10349	736445	10154045
52	Palm Tran	5300	242-5388-401AAAB	53880F243A10345	736446	10154028
53	Palm Tran	5300	242-5388-401AAAB	53880F243A10325	736447	10153981

54	Palm Tran	5300	242-5388-401AAAB	53880F243A10343	736448	10153974
55	Palm Tran	5300	242-5388-401AAAB	53880F243A10269	736449	10153938
56	Palm Tran	5300	242-5388-401AAAB	53880F243A10297	736450	10153966
57	Palm Tran	5300	242-5388-401AAAB	53880F243A10402	736451	10153987
58	Palm Tran	5300	242-5388-401AAAB	53880F243A10354	736452	10154059
59	Palm Tran	5300	242-5388-401AAAB	53880F243A10374	736453	10154052
60	Palm Tran	5300	242-5388-401AAAB	53880F243A10272	736454	10153898
61	Palm Tran	5300	242-5388-401AAAB	53880F243A10376	736455	10154035
62	Palm Tran	5300	242-5388-401AAAB	53880F243A10298	736456	10154051
63	Palm Tran	5300	242-5388-401AAAB	53880F243A10390	736457	10154040
64	Palm Tran	5300	242-5388-401AAAB	53880F243A10362	736458	10153943
65	Palm Tran	5300	242-5388-401AAAB	53880F243A10367	736459	10153952
66	Palm Tran	5300	242-5388-401AAAB	53880F243A10317	736460	10153931
67	Palm Tran	5300	242-5388-401AAAB	53880F243A10313	736461	10153959
68	Palm Tran	5300	242-5388-401AAAB	53880F243A10384	736462	10153962
69	Palm Tran	5300	242-5388-401AAAB	53880F243A10394	736463	10153897
70	Palm Tran	5300	242-5388-401AAAB	53880F243A10338	736464	10153924
71	Palm Tran	5300	242-5388-401AAAB	53880F243A10284	736465	10153969
72	Palm Tran	5300	242-5388-401AAAB	53880F243A10381	736466	10154030
73	Palm Tran	5300	242-5388-401AAAB	53880F243A10333	736467	10153916
74	Palm Tran	5300	242-5388-401AAAB	53880F243A10387	736468	10153905
75	Palm Tran	5300	242-5388-401AAAB	53880F243A10285	736469	10153894
76	Palm Tran	5300	242-5388-401AAAB	53880F243A10308	736470	10153957
77	Palm Tran	5300	242-5388-401AAAB	53880F243A10280	736471	10153990
78	Palm Tran	5300	242-5388-401AAAB	53880F243A10340	736472	10153919
79	Palm Tran	5300	242-5388-401AAAB	53880F243A10257	736473	10153935
80	Palm Tran	5300	242-5388-401AAAB	53880F243A10335	736474	10154049

81	Palm Tran	5300	242-5388-401AAAB	53880F243A10318	736558	10153922
82	Palm Tran	5300	242-5388-401AAAB	53880F243A10271	736559	10153960
83	Palm Tran	5300	242-5388-401AAAB	53880F243A10389	736560	10153892
84	Palm Tran	5300	242-5388-401AAAB	53880F243A10360	736561	10153956
85	Palm Tran	5300	242-5388-401AAAB	53880F243A10383	736562	10153954
86	Palm Tran	5300	242-5388-401AAAB	53880F243A10337	736563	10153930
87	Palm Tran	5300	242-5388-401AAAB	53880F243A10288	736564	10154037
88	Palm Tran	5300	242-5388-401AAAB	53880F243A10369	736565	10154061
89	Palm Tran	5300	242-5388-401AAAB	53880F243A10326	736567	10153920
90	Palm Tran	5300	242-5388-401AAAB	53880F243A10304	736568	10153965
91	Palm Tran	5300	242-5388-401AAAB	53880F243A10289	736569	10154029
92	Palm Tran	5300	242-5388-401AAAB	53880F243A10327	736570	10153927
93	Palm Tran	5300	242-5388-401AAAB	53880F243A10312	736571	10153909
94	Palm Tran	5300	242-5388-401AAAB	53880F243A10347	736572	10154038
95	Palm Tran	5300	242-5388-401AAAB	53880F243A10399	736573	10154032
96	Palm Tran	5300	242-5388-401AAAB	53880F243A10341	736574	10153984
97	Palm Tran	5300	242-5388-401AAAB	53880F243A10268	736575	10153901
98	Palm Tran	5300	242-5388-401AAAB	53880F243A10296	736576	10153979
99	Palm Tran	5300	242-5388-401AAAB	53880F243A10391	736577	10153884
100	Palm Tran	5300	242-5388-401AAAB	53880F243A10293	736578	10153917
101	Palm Tran	5300	242-5388-401AAAB	53880F243A10395	736579	10153936
102	Palm Tran	5300	242-5388-401AAAB	53880F243A10290	736580	10153904
103	Palm Tran	5300	242-5388-401AAAB	53880F243A10310	736581	10153973
104	Palm Tran	5300	242-5388-401AAAB	53880F243A10286	736582	10153946
105	Palm Tran	5300	242-5388-401AAAB	53880F243A10368	736583	10153983
106	Palm Tran	5300	242-5388-401AAAB	53880F243A10365	736584	10154041
107	Palm Tran	5300	242-5388-401AAAB	53880F243A10355	736585	10153978

25

108	Palm Tran	5300	242-5388-401AAAB	53880F243A10314	736586	10153926
109	Palm Tran	5300	242-5388-401AAAB	53880F243A10309	736587	10153961
110	Palm Tran	5300	242-5388-401AAAB	53880F243A10282	736588	10154044
111	Palm Tran	5300	242-5388-401AAAB	53880F243A10275	736589	10153945
112	Palm Tran	5300	242-5388-401AAAB	53880F243A10303	736590	10153918
113	Palm Tran	5300	242-5388-401AAAB	53880F243A10323	736591	10154065
114	Palm Tran	5300	242-5388-401AAAB	53880F243A10294	736592	10153925
115	Palm Tran	5300	242-5388-401AAAB	53880F243A10267	736593	10153885
116	Palm Tran	5300	242-5388-401AAAB	53880F243A10262	736594	10153910
117	Palm Tran	5300	242-5388-401AAAB	53880F243A10388	736595	10154050
118	Palm Tran	5300	242-5388-401AAAB	53880F243A10324	736596	10154036
119	Palm Tran	5300	242-5388-401AAAB	53880F243A10334	736597	10153912
120	Palm Tran	5300	242-5388-401AAAB	53880F243A10292	736598	10153929
121	Palm Tran	5300	242-5388-401AAAB	53880F243A10339	736599	10154042
122	Palm Tran	5300	242-5388-401AAAB	53880F243A10306	736600	10153964
123	Palm Tran	5300	242-5388-401AAAB	53880F243A10255	736601	10153948
124	Palm Tran	5300	242-5388-401AAAB	53880F243A10344	736602	10153888
125	Palm Tran	5300	242-5388-401AAAB	53880F243A10363	736603	10153940
126	Palm Tran	5300	242-5388-401AAAB	53880F243A10361	736604	10154034
127	Palm Tran	5300	242-5388-401AAAB	53880F243A10270	736605	10153890
128	Palm Tran	5300	242-5388-401AAAB	53880F243A10346	736606	10153921
129	Palm Tran	5300	242-5388-401AAAB	53880F243A10254	736607	10153951
130	Palm Tran	5300	242-5388-401AAAB	53880F243A10359	736608	10154067
131	Palm Tran	5300	242-5388-401AAAB	53880F243A10353	736609	10153989
132	Palm Tran	5300	242-5388-401AAAB	53880F243A10277	736610	10154031
133	Palm Tran	5300	242-5388-401AAAB	53880F243A10307	736611	10153932
134	Palm Tran	5300	242-5388-401AAAB	53880F243A10400	736612	10154063

135	Palm Tran	5300	242-5388-401AAAB	53880F243A10371	736613	10153908
136	Palm Tran	5300	242-5388-401AAAB	53880F243A10329	736614	10153968
137	Palm Tran	5300	242-5388-401AAAB	53880F243A10366	736615	10153906
138	Palm Tran	5300	242-5388-401AAAB	53880F243A10260	736616	10153886
139	Palm Tran	5300	242-5388-401AAAB	53880F243A10357	736617	10153986
140	Palm Tran	5300	242-5388-401AAAB	53880F243A10320	736618	10153915
141	Palm Tran	5300	242-5388-401AAAB	53880F243A10300	736619	10153958
142	Palm Tran	5300	242-5388-401AAAB	53880F243A10259	736620	10154048
143	Palm Tran	5300	242-5388-401AAAB	53880F243A10397	736621	10154060
144	Palm Tran	5300	242-5388-401AAAB	53880F243A10274	736622	10154043
145	Palm Tran	5300	242-5388-401AAAB	53880F243A10373	736623	10154046
146	Palm Tran	5300	242-5388-401AAAB	53880F243A10395	TBD	
147	Palm Tran	5300	242-5388-401AAAB	53880F243A10302	TBD	
148	Palm Tran	5300	242-5388-401AAAB	53880F243A10309	TBD	
149	Palm Tran	5300	242-5388-401AAAB	53880F243A10297	TBD	
150	Palm Tran	5300	242-5478-801AAAB	5478H3806T45487	TBD	
151	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44183	736624	10171213
152	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44185	TBD	10172576
153	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44186	TBD	10172577
154	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44189	TBD	10172578
155	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44190	TBD	10172579
156	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44191	736416	10171214
157	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44192	TBD	10172581
158	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44193	TBD	10172582
159	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44194	TBD	10172583
160	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44196	TBD	10172584
161	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44197	TBD	10172585

162	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44198	TBD	10172586
163	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44200	736603	10172587
164	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44202	736427	10172588
165	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44203	736445	10172589
166	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44204	TBD	10172590
167	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44205	TBD	10172591
168	Palm Tran	5300	242-5478-801ACAH4	5478H3806T44206	TBD	10172592
169	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45467	736470	10171212
170	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45473	TBD	10172594
171	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45482	736599	10172595
172	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45483	736572	10172598
173	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45487	TBD	10172597
174	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45490	TBD	10172598
175	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45493	TBD	10172599
176	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45457	TBD	10172599
177	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45476	TBD	10172599
178	Palm Tran	5300	242-5478-801ACAH4	5478H3806T45491	TBD	10172599
1	Tequesta	5100	5270	5270F2806T10986	741670	-
2	Tequesta	5100	5270	5270F2806T99360	741671	-
3	Tequesta	5100	5270	5270F2806T10926	741672	-
4	Tequesta	5100	5270	5270F2806T10981	741673	-
5	Tequesta	5100	5270	5270F2806T10970	741674	-
6	Tequesta	5100	5270	5270F2806T10987	741675	-
7	Tequesta	5100	5270	5270F2806T10859	741676	-
8	Tequesta	5100	5270	5270F2806T10980	741677	-
9	Tequesta	5100	5270	5270F2806T10977	741678	-
10	Tequesta	5100	5270	5270F2806T10934	741679	-
11	Tequesta	5100	5270	5270F2806T11067	741680	-
12	Tequesta	5100	5270	5270F2806T11112	741681	-
13	Tequesta	5100	5270	5270F2806T11137	741682	-
14	Tequesta	5100	5270	5270F2806T10878	741683	-
15	Tequesta	5100	5270	5270F2806T11125	741684	-
16	Tequesta	5100	5270	5270F2806T11086	741685	-
17	Tequesta	5100	5270	5270F2806T11116	741686	-
18	Tequesta	5100	5270	5270F2806T10837	741687	-

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19	Tequesta	5100	5270	5270F2806T10826	741688	-
20	Tequesta	5100	5270	5270F2806T10873	741689	-
21	Tequesta	5300	5477	5477H2706T43528	741659	-
22	Tequesta	5300	5477	5477H2706T43169	741660	-
23	Tequesta	5300	5477	5477H2706T42678	741661	-
24	Tequesta	5300	5477	5477H2706T43458	741662	-
25	Tequesta	5300	5477	5477H2706T43466	741663	-
26	Tequesta	5300	5477	5477H2706T43460	741664	-
27	Tequesta	5300	5477	5477H2706T43427	741665	-
28	Tequesta	5300	5477	5477H2706T43360	741666	-
29	Tequesta	5300	5477	5477H2706T43452	741667	-
30	Tequesta	5300	5477	5477H2706T43473	741668	-
31	Tequesta	5300	5477	5477H2706T42723	741669	-
32	Tequesta	5300	5477	5477H2706T40637	741670	-
33	Tequesta	5100	5270	5270F4306T27225	TBD	
34	Tequesta	9883	9883	9883BF204A24453	TBD	
1	Palm Springs	Transcrypt	-	-	-	-
1	State Attorney	Transcrypt	-	-	-	-
2	State Attorney	Transcrypt	-	-	-	-
1	Jupiter	5300	5387		TBD	
2	Jupiter	5300	5387		TBD	

Exhibit D Required Insurance Coverage

Vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement or the performance of work hereunder, insurance coverage as described herein at limits, including endorsements, set forth in the Insurance Coverage & Limit Table below. Vendor shall deliver to Owner Certificate(s) of insurance evidencing that such policies are in full force and effect, prior not later than thirty (30) calendar days prior to execution of this Agreement. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirement contained herein as to types and limits, as well as Licensee's approval of insurance coverage to be maintained by Vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under the Agreement.

COMMERCIAL GENERAL LIABILITY Vendor shall agree to maintain a standard ISO version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Vendor's, Contractual Liability, Broad Form Property Damage, X-C-U Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Vendor agrees this coverage shall be provided on a primary basis.

BUSINESS AUTOMOBILE LIABILITY Vendor shall agree to maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Vendor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Vendor not own any automobiles, the business auto liability requirement shall be amended to allow the Vendor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

WORKER'S COMPENSATION & EMPLOYER'S LIABILITY Vendor shall agree to maintain Worker's Compensation Insurance & Employers Liability, including Federal Act endorsement for U.S. Longshoremen's and Harbor Workers Act when any work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Vendor in or doing work in the Construction Industry, or proof of worker's compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement. If any work is sublet Vendor shall require all subcontractors to similarly comply with this requirement unless such subcontractor employees are covered by Vendor's Worker's Compensation insurance policy. Vendor agrees this coverage shall be provided on a primary basis.

SATISFYING LIMITS UNDER AN UMBRELLA POLICY: If necessary, Vendor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto

Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Licensee shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete "Follow-Form" basis without exceptions and stated as such on the Certificate of Insurance.

ADDITIONAL INSURED Vendor agrees to endorse the Licensee as an Additional Insured on each insurance policies required to be maintained by the Vendor, except for Worker's Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. The endorsement shall read "Palm Beach County Board of County Commissioners". Vendor shall agree the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

WAIVER OF SUBROGATION Vendor shall agree by entering into this Agreement to a Waiver of Subrogation for each required policy providing coverage during the life of this Agreement. When required by the insurer or should a policy condition not permit an Insured to enter into an pre-loss agreement to waive subrogation without an endorsement, then the Vendor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

RIGHT TO REVIEW & ADJUST Vendor shall agree, notwithstanding the foregoing, the Licensee, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Agreement. Furthermore, the Licensee reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, Licensee shall provide Vendor written notice of such adjusted limits and Vendor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

NO REPRESENTATION OF COVERAGE ADEQUACY: The coverages and limits identified in the table have been determined to protect primarily interests of the Licensee only, and the Vendor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Vendor against any loss exposures, whether as a result of the construction project or otherwise.

CERTIFICATE OF INSURANCE Certificates of Insurance must provide clear evidence that Vendor's Insurance Policies contain the minimum limits of coverage and terms and conditions set

forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on the Certificate.

In the event the Licensee is notified that a required insurance coverage will cancel or non-renewed during the period of this Agreement, the Vendor shall agree to furnish at least thirty (30) days prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and any extension thereof is in effect. Vendor shall agree not continue to work pursuant to this Agreement unless all required insurance remains in effect. The Licensee shall have the right, but not the obligation, of prohibiting Vendor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Licensee. The Licensee reserves the right to withhold payment, but not the obligation, to Vendor until coverage is reinstated.

ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers Compensation and Business Auto Liability.
2. Shall clearly indicate project name and project number to which it applies.
3. Shall clearly indicate a minimum ten (10) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. Evidence of renewal coverage must be provided at least fourteen (14) days in advance of any policy that may expire during the term of this Agreement.
5. Vendor shall deliver original Certificate(s) of Insurance to the following Certificate Holder address:

Palm Beach County
c/o Capital Improvements Division
2633 Vista Parkway
West Palm Beach, FL 33411-5604

DEDUCTIBLES, COINSURANCE PENALTIES, & SELF-INSURED RETENTION Vendor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

SUBVENDOR 'S INSURANCE: Vendor shall agree to cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified herein, unless the Vendor's insurance provides coverage on behalf of the subcontractor. When requested by the Licensee, the Vendor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

INSURANCE COVERAGE & TABLE Vendor shall agree to maintain the coverages, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Table below:

TYPE OF COVERAGE	AMOUNT OF COVERAGE
<u>COMMERCIAL GENERAL LIABILITY:</u> Limit of Liability not less than: Additional Insured endorsement required:	 \$1,000,000 per occurrence Yes
<u>COMPREHENSIVE AUTO LIABILITY:</u> Limit of Liability not less than:	 \$1,000,000 per occurrence
<u>WORKERS COMPENSATION & EMPLOYER'S LIABILITY</u> Coverage not less than: Employers Liability Limits	 Statutory \$100/500/100

EXHIBIT E

Exhibit E includes the following documents. This includes the FRA proposals submitted for Sprint Nextel PRW Schedule D Equipment and for services - subscriber tab.

- EFJ RebandingQuote_Services_PBC Juno r3 FINAL.xls
 - \$ 9,717.50
- EFJ RebandingQuote_Services_PBC Manalapan r3 FINAL.xls
 - \$ 8,722.50
- EFJ RebandingQuote_Services_PBC Tequesta r3 FINAL.xls
 - \$ 10,090.00
- EFJ RebandingQuote_Services_PBC Palm Springs States Atty r2 FINAL.xls
 - \$ 2,685.00
- EFJ RebandingQuote_Services_PBC PalmTrans r3 FINAL.xls
 - \$ 153,568.45
- EFJ RebandingQuote_ReplEquip_FlashKits_PBC Jupiter r1.xls
 - \$ 0.00

TOTAL SERVICES \$ 184,783.45

EXHIBIT F

CONCEPTUAL SCHEDULE

88 BUSES NORTH
51 BUSES SOUTH
11 BUSES IN BELLE GLAD -- ROTATED BACK TO NORTH COMPOUND EVERY TWO WEEKS

TOTAL 150 BUSES

	WEEK 1							WEEK 2							WEEK 3							WEEK 4							WEEK 5							WEEK 6						
	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY							
DAILY TOTAL	5	5	5	5	5			5	5	5	5	5			5	5	5	5	5			5	5	5	5	5			5	5	5	5	5									
WEEKLY TOTAL	25							25							25							25							25													
RUNNING TOTAL								50							75							100							125							150						

Date: 06/11/2013