

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, Florida

FILED  
08 APR 25 PM 1:33  
DIVISION OF  
ADMINISTRATIVE  
HEARINGS

DEPARTMENT OF TRANSPORTATION,

Petitioner,

vs.

DOAH CASE NO.: 07-1020

DOT CASE NO.: 07-009

AMEC CIVIL, LLC,

Respondent.

FINAL ORDER

AMEC Civil, LLC (AMEC), was notified on January 17, 2007, of the Department of Transportation's (Department) intent to declare AMEC non-responsible for a period of 3 months based upon AMEC's failure to timely comply with contract requirements on DOT Contract Numbers 21349 and 21350. AMEC filed a timely Petition for Formal Administrative Proceedings. An administrative hearing was held in the Division of Administrative Hearings (DOAH) in Jacksonville on September 20, 2007, before Ella Jane P. Davis, Administrative Law Judge. Appearances on behalf of the parties were as follows:

For Petitioner: S. Elysha Luken, Esquire  
Smith, Currie & Hancock  
1004 DeSoto Park Drive  
Tallahassee, Florida 32301

For Respondent: Erik Fenniman, Esquire  
Nancy J. Aliff, Esquire  
Assistant General Counsel  
Department of Transportation  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399-0458

The Department presented the testimony of Terri Towers and Brian Blanchard. AMEC presented the testimony of Carlos R. Rosand. The Department's exhibits 1 through 11 and AMEC's exhibits 1-6 were received into evidence. Official recognition was taken of Sections 337.14, 337.16, and 337.164, Florida Statutes (2006) and Florida Administrative Code Chapter 14-22 and, in particular, Rule 14-22.0141. The transcript of the hearing was filed October 10, 2007. The Department filed its proposed recommended order on November 9, 2007, and AMEC filed its proposed recommended order on November 13, 2007. The recommended order was filed on January 18, 2008. AMEC filed exceptions to the recommended order on February 4, 2008, and the Department filed its response to the exceptions on February 14, 2008.

#### **STATEMENT OF THE ISSUE**

The issue in this matter as stated by the Administrative Law Judge is:

Whether the Department of Transportation (Petitioner) may declare AMEC CIVIL, LLC, (Respondent) non responsible for 90 days and ineligible to bid on Department contracts during that period, based upon Respondent's alleged failure to timely submit contract documents and comply with contract requirements on Contract Numbers 21349 and 21350 (Financial Project Numbers 209600-1-52-01 and 213290-1-52-01).

#### **EXCEPTIONS TO THE RECOMMENDED ORDER**

AMEC takes exception to paragraphs 3, 4, 9, 10, 12 through 15, 18, 19, 22, 25, 29, 30, 32 through 40, 42, 43, 45, 47 through 49, 51, 53, 54, and 57 through 59 of the Findings of Fact

in the Recommended Order.

Pursuant to Section 120.57(1)(l), Florida Statutes, an agency has the authority to reject or modify the findings of fact set out in the recommended order. However, it cannot do so unless the agency first determines from a review of the entire record, and states with particularity in its final order, that the findings of fact were not based upon competent, substantial evidence or that the proceedings on which the findings were based did not comply with the essential requirements of law. Rogers v. Dep't of Health, 920 So. 2d 27, 30 (Fla. 1st DCA 2005). The agency is not permitted to reweigh the evidence or judge the credibility of the witnesses. Id. If there is competent substantial evidence in the record to support the administrative law judge's findings of fact, the agency may not reject them, modify them, or make new findings. Stokes v. State, Bd. of Prof'l Engin'rs, 952 So. 2d 1224, 1225 (Fla. 1st DCA 2007); Rogers, 920 So. 2d at 30.

AMEC's first Exception (actually numbered "2") and its Exception 4 are directed to Findings of Fact 3 and 9 respectively, and take issue with the finding that the case arose from two separate contracts. AMEC's exceptions are well-taken. The record reflects that there were two projects with distinct financial project numbers which were treated as one contract. Findings of Fact 3 and 9 are modified accordingly.

AMEC's Exception 6 is directed to Finding of Fact 12 and contends that the finding is not based upon competent substantial evidence, that there is no "Claims Office," and that the three member board is the "Dispute Review Board." AMEC also claims that the finding is an erroneous interpretation of law and the contract. The portion of AMEC's exception going to the non-existence of a "Claims Office" and the incorrect reference to a "Dispute Resolution Board" is accepted. The record does not disclose the existence of a "Claims Office" but does indicate that

there is a Department staff that reviews claims. The record also reflects that the "Dispute Resolution Board" is properly referred to as the "Dispute Review Board." Finding of Fact 12 is modified accordingly.

The remainder of Exception 6 consists of statements that the finding is not supported by competent, substantial evidence and, without any reference to governing statutes, decisional authority, or provision of the contract, that the finding is also an erroneous interpretation of the law and the contract. These portions of Exception 6 are impermissibly broad and lacking in specificity contrary to the provisions of Section 120.57(1)(k), Florida Statutes, and Florida Administrative Code Rule 28-106.217(1) and should be rejected on that basis alone. Additionally, the Department, after having reviewed the record in its entirety, concludes that Finding of Fact 12, as modified above, is supported by competent, substantial evidence and that the finding otherwise comports with the Department's interpretation of governing law as well as the contract. The remainder of AMEC's Exception 6 is rejected.

AMEC's Exception 9 takes issue with Finding of Fact 15 claiming that the finding is not based on competent, substantial evidence and that it is also an erroneous interpretation of law and the contract. After having reviewed the record in its entirety, the Department concludes that the finding is supported by competent, substantial evidence. That portion of AMEC's Exception 9 which suggests that the finding is an erroneous interpretation of law and the contract makes no reference to governing statutes, decisional authority, or provision of the contract. Consequently, it lacks sufficient specificity as contemplated by Section 120.57(1)(k), Florida Statutes, and Florida Administrative Code Rule 28-106.217(1) and should be rejected on that basis alone. Additionally, insofar as Finding of Fact 15 could be read to interpret governing law or the contract, it is

consistent with the Department's interpretation thereof. Exception 9 is rejected.

AMEC's Exception 10 is directed to Finding of Fact 18 claiming that the finding is not based upon competent, substantial evidence, particularly the Administrative Law Judge's summation of the contents of the Offer of Final Payment and the finding that a form for AMEC to fill out on each project number was attached. AMEC also claims that the finding contains an erroneous interpretation of law and the contract. After review of the record in its entirety the Department concludes that the finding is supported by competent, substantial evidence including the testimony of Terri Towers and Department Exhibit 1. Additionally, the finding contains no identifiable "legal interpretation." Exception 10 is rejected.

AMEC's Exception 13 is directed to Finding of Fact 25. AMEC asserts that:

it is not based on competent substantial evidence, including, without limitation, the finding that "the contractor loses the opportunity to contest the amount offered," which is also an erroneous interpretation of the law and the contract. AMEC takes exception to Finding of Fact No. 22 [sic] as it is not based on competent substantial evidence, as to what other contractors do, or whether certain language was "boilerplate."

After reviewing the record in its entirety, the Department concludes that Finding of Fact 25 is supported by competent, substantial evidence. However, to the extent that it is read to refer to the expiration of the 90 day period to submit the qualified acceptance letter and required forms, the portion of the finding regarding the contractor losing the opportunity to contest the amount offered is actually a legal conclusion that is not at issue here. Accordingly, Finding of Fact 25 is modified to delete the finding that "[i]f the time provided by Specification 9-9 runs out without a challenge to the amount offered by DOT, then the contractor loses the opportunity to contest the amount offered." The remainder of Exception 13 is rejected.

AMEC's Exception 14 contends that Finding of Fact 29 is not based on competent, substantial evidence including the reference to the "Dispute Resolution Board" and the "Claims Office." Consistent with the Department's disposition of Exception 6, Finding of Fact 29 is modified to delete the reference to a "Claims Office" as opposed to staff which reviews claims and to replace the reference to "Dispute Resolution Board" with "Dispute Review Board." With the foregoing modification, Finding of Fact 29 is supported by competent, substantial evidence including the testimony of AMEC's witness Carlos Rosand. The remainder of Exception 14 is, therefore, rejected.

AMEC's Exception 16 is directed to Finding of Fact 32 which contains a summary of a portion of Brian Blanchard's testimony. AMEC claims that the finding is not supported by competent, substantial evidence and is an erroneous interpretation of the law and the contract. Review of the record confirms that the finding is an accurate representation of the substance of Mr. Blanchard's testimony. Exception 16 is rejected.

AMEC's Exception 20 takes issue with Finding of Fact 36 which also contains a summary of a portion of Brian Blanchard's testimony. As it did in Exception 16, AMEC contends that the finding is not supported by competent, substantial evidence and involves an erroneous interpretation of the law and the contract. Once again, review of the record confirms that the finding is an accurate representation of the substance of Mr. Blanchard's testimony. Exception 20 is rejected.

AMEC's Exception 24 is directed to Finding of Fact 40 which contains a summary of the contents of the Department's November 16, 2006, correspondence (Department Exhibit 6) and the Administrative Law Judge's observation that the language in the letter concerning non-

responsibility was apparently suggested by the Department's legal section. AMEC contends that the finding is not supported by competent, substantial evidence. Finding of Fact 40 contains an accurate representation of the contents of the November 16, 2006, correspondence and the testimony of Terri Towers confirms that the non-responsibility language was suggested by the Department's legal section. Exception 24 is rejected.

AMEC's Exception 28 addresses Findings of Fact 45 and 48. AMEC first claims that Paragraph 45, which contains a summary of a portion of the Department's January 17, 2007, correspondence (Department Exhibit 9), is not supported by competent, substantial evidence. The document speaks for itself and indicates that the 21 day period for a responsive action was to commence upon AMEC's receipt of the letter. Accordingly, Finding of Fact 45 is modified to indicate that the 21 day period began to run upon AMEC's receipt of the letter. With this modification, Paragraph 45 is an accurate summary of the contents of the January 17, 2007, correspondence. Accordingly, that portion of Exception 28 directed to the commencement of the 21 day period is accepted and the remainder of Exception 28 going to Paragraph 45 is rejected.

With respect to Paragraph 48, AMEC complains that it misstates the terms of the Department's January 17, 2007, correspondence regarding the commencement of the 21 day response period vis a vis AMEC's February 13, 2007, correspondence. Review of Department Exhibit 7 confirms, as the Administrative Law Judge found, that AMEC's letter of February 13, 2007, was received on February 14, 2007, which is 28 days from the date of the Department's January 17, 2007 letter. The Administrative Law Judge made no finding in Paragraph 48 that AMEC's February 13, 2007, letter was untimely. The portion of Exception 28 directed to Finding of Fact 48 is rejected.

AMEC's Exception 29 takes issue with Finding of Fact 47 which refers to the contents of AMEC's February 13, 2007, letter and concludes that the language "only further complicated and undermined any attempt to incorporate other materials by reference." AMEC contends that Paragraph 47 is not supported by competent, substantial evidence and is also an erroneous interpretation of the law and the contract. Review of the February 13, 2007, letter (Department Exhibit 7), establishes that the Administrative Law Judge's summary of the contents of the correspondence is accurate and that the language could indeed be characterized as further complicating and undermining incorporation by reference.

AMEC's assertion that Paragraph 47 is an erroneous interpretation of the law and the contract is meritless. AMEC failed to identify what law or contract term it believes was erroneously interpreted. In any event, the finding does not contain interpretation of any governing law or portion of the contract. Exception 29 is rejected.

AMEC's Exception 30 is simply a restatement of the portion of its Exception 28 addressing Finding of Fact 48. For the reasons set out in the Department's disposition of Exception 28, Exception 30 is rejected.

AMEC's Exception 35 is directed to Finding of Fact 57 which states that "absent a de-certification or declaration of AMEC as non-responsible, AMEC remains eligible at any time to apply for certification or to apply for the low financial return work that does not require pre-certification." AMEC contends that the finding is not supported by competent, substantial evidence because "there was contrary evidence from Mr. Blanchard that all subcontractors must be approved by the Department, that in order to obtain bid documents on projects less than \$250,000 the Department must agree to provide them." AMEC also asserts that the finding is an



erroneous interpretation of the law.

Pursuant to Florida Administrative Code Rule 14-22.012(1), the suspension, revocation, or denial of a contractor's qualification to bid, "shall constitute a determination of non-responsibility to bid on any other Department construction or maintenance contract, and shall prohibit the contractor from acting as a material supplier or subcontractor on any Department contract or project during the period of suspension, revocation, or denial." Additionally, Florida Administrative Code Rule 14-22.0141(1) provides:

Contractors who wish to bid for the performance of construction contracts less than or equal to \$250,000, or any maintenance contracts, **are presumed to be responsible bidders** unless the Department determines that good cause exists to declare the contractor non-responsible.... [Emphasis added]

Paragraph 57 is an accurate statement of the law. Moreover, the fact that the Department may be able to ultimately refuse to provide bid documents does not conflict with the finding that AMEC would be eligible to **apply** for the work. Exception 35 is rejected.

AMEC's Exception 37 takes issue with Finding of Fact 59 regarding the statement that AMEC's petition for a formal hearing was filed on or about March 1, 2007. AMEC asserts that its petition was filed with the Department on February 19, 2007. The Department's records confirm that AMEC's petition was filed with the Department on February 19, 2007, and that the matter was referred to the Division of Administrative Hearings on March 1, 2007. Finding of Fact 59 is modified accordingly.

AMEC's Exceptions 3, 5, 7, 8, 11, 12, 15, 17 through 19, 21 through 23, 26, 27, 31 through 34, and 36 are directed to Findings of Fact 4, 10, 13, 14, 19, 22, 30, 33 through 35, 37 through 39, 42, 43, 49, 51, 53, 54, and 58 respectively. In these exceptions AMEC simply states

that the particular finding is not supported by competent substantial evidence and in many instances contends, without any reference to governing statutes, decisional authority, or provision of the contract, that the particular finding is also an erroneous interpretation of the law and the contract. Each of these exceptions take issue with their particular Findings of Fact in impermissibly broad and general terms contrary to the provisions of Section 120.57(1)(k), Florida Statutes, and Florida Administrative Code Rule 28-106.217(1) and should be rejected on that basis alone. Additionally, the Department, after having reviewed the record in its entirety, concludes that the foregoing Findings of Fact are supported by competent, substantial evidence and that to the extent the findings contain an interpretation of the law or the contract, they comport with the Department's interpretation of governing law as well as the contract. AMEC's Exceptions 3, 5, 7, 8, 11, 12, 15, 17 through 19, 21 through 23, 26, 27, 31 through 34, and 36 are rejected.

Turning to the Conclusions of Law in the Recommended Order, AMEC takes exception to paragraphs 61, 62, 64, 65, and 68 through 80.

Regarding an agency's treatment of conclusions of law, Section 120.57(1)(l), Florida Statutes, provides:

The agency in its final order may reject or modify the conclusions of law over which it has substantive jurisdiction and interpretation of administrative rules over which it has substantive jurisdiction. When rejecting or modifying such conclusion of law or interpretation of administrative rule, the agency must state with particularity its reasons for rejecting or modifying such conclusion of law or interpretation of administrative rule and must make a finding that its substituted conclusion of law or interpretation of administrative rule is as or more reasonable than that which was rejected or modified.

AMEC's Exceptions 44, 47, and 54 are directed to Conclusions of Law 70, 73, and 80.

Each of these exceptions, without any reference to governing statutes, decisional authority, or provision of the contract, state that the particular Conclusion of Law is an erroneous interpretation of the law and the contract. Additionally, Exceptions 44 and 54 merely state that the challenged Conclusion of Law is not supported by competent, substantial evidence. These exceptions are impermissibly broad and lacking in specificity contrary to the provisions of Section 120.57(1)(k), Florida Statutes, and Florida Administrative Code Rule 28-106.217(1) and should be rejected on that basis alone. Moreover, after having reviewed the record in its entirety, the Department concludes that Conclusions of Law 70 and 80 are supported by competent, substantial evidence and that Conclusions of Law 70, 73, and 80, otherwise comport with the Department's interpretation of governing law as well as the contract. AMEC's Exceptions 44, 47, and 54 are rejected.

AMEC's Exceptions 48 through 51 are directed to Conclusions of Law 74 through 77.

With respect to its particular Conclusion of Law each exception states that the conclusion:

is not supported by competent substantial evidence and is an erroneous interpretation of the law and the contract. Department directives cannot vary the express terms of the contract and the Department cannot provide instruction outside the scope of the contract.

Here again the general assertion of a lack of competent, substantial evidence and the absence of any reference to governing statutes, decisional authority, or provision of the contract produces exceptions that are impermissibly broad and lacking in specificity contrary to the provisions of Section 120.57(1)(k), Florida Statutes, and Florida Administrative Code Rule 28-106.217(1). Exceptions 48 through 51 should be rejected on that basis alone. Additionally, after having reviewed the record in its entirety, the Department concludes that Conclusions of Law 74

through 77 are supported by competent, substantial evidence and that they otherwise comport with the Department's interpretation of governing law as well as the contract. AMEC's Exceptions 48 through 51 are rejected.

AMEC's Exception 38 is directed to Conclusion of Law 61 wherein the Administrative Law Judge referred to Section 337.167(1), Florida Statutes, and employed the term "de-certification" in her determination of the appropriate standard of proof. While the cited statutory section does not use the term "de-certification," the term does accurately describe the concept of denial or revocation of a certificate to bid on Department contracts. Looking to the terms of Section 337.167(1) which show that the denial or revocation of a certificate to bid is not the equivalent of the revocation of a license, the Administrative Law Judge properly concluded that a declaration of non-responsibility is likewise not the equivalent of the revocation of a license and that the appropriate standard of proof in this matter is "by a preponderance of the evidence." Exception 38 is rejected.

In Exception 39, AMEC asserts that Conclusion of Law 62 "is an erroneous interpretation of law, the State may, by contract, waive certain statutory rights which the Department did here." AMEC's exception does not address the substance of Conclusion of Law 62 which adopted by reference the portions of Supplemental Specification 9-9 quoted in Finding of Fact 10 and stated that "[a]lthough that specification only provides for decertification, the statutes and rules permit a declaration of non-responsibility." Moreover, Conclusion of Law 62 is an accurate statement of the law. Exception 39 is rejected.

AMEC's Exception 40 goes to Conclusion of Law 64 which quotes portions of Florida Administrative Code Rule 14-22.0141 and indicates that the rule implements Section 337.16(2),

Florida Statutes. AMEC contends that the rule does not implement the statute. As published in the Florida Administrative Code, the Rule states that the law implemented is Section 337.16(2), Florida Statutes. Exception 40 is rejected.

In Exception 41 AMEC takes exception to Conclusion of Law 65 contending that inasmuch as “‘de-certification’ is not a term within the rules, and the situations are not analogous as a matter of law,” the conclusion is an erroneous interpretation of the law. While the term “de-certification” may not be contained in the cited statutory section or rules, the term does accurately describe the concept of denial or revocation of a certificate to bid on Department contracts. Moreover, Conclusion of Law 65 contains an accurate statement of the position taken by the Department and the contents of Florida Administrative Code Rule 14-22.012(1)(b)1. Exception 41 is rejected.

AMEC’s Exception 42 is directed to Conclusion of Law 68 and asserts that the Conclusion is an erroneous interpretation of the law. Conclusion of Law 68 is consistent with the Department’s interpretation of governing law and the contract specifications. Exception 42 is rejected.

In Exception 43 AMEC takes issue with Conclusion of Law 69 arguing solely that “it is an erroneous interpretation of law and the contract, the Department cannot require that which is not within its contract with AMEC.” First, this exception is impermissibly broad and lacking in specificity contrary to the provisions of Section 120.57(1)(k), Florida Statutes, and Florida Administrative Code Rule 28-106.217(1) and should be rejected on that basis alone. Second, Conclusion of Law 69 is an accurate summary of the Department’s answers to certain interrogatories. Exception 43 is rejected.

AMEC challenges the entirety of Conclusion of Law 71 in Exception 45 on the grounds that "Department directives cannot vary the express terms of the contract and the Department cannot provide instruction outside the scope of the contract." Conclusion of Law 71 contains an accurate summary of a provision of Supplemental Specification 9-9 and the Administrative Law Judge's determination that letters of instruction from the Department were clearly ignored by AMEC is supported by competent, substantial evidence. Exception 45 is rejected.

AMEC's Exception 46 addresses Conclusion of Law 72 and contends that the Conclusion is not supported by competent, substantial evidence and is an erroneous interpretation of the law and the contract because there was no requirement in the contract that claims be broken down into the project numbers and the unrefuted testimony was that the two project numbers were treated together for purposes of all correspondence. Conclusion of Law 72 is consistent with the Department's interpretation of Specification 9-9 and the factual recitations therein concerning Ms. Tower's correspondence, the forms which accompanied it, and AMEC's failure to provide itemized amounts by project number are supported by competent, substantial evidence. Exception 46 is rejected.

AMEC's Exception 52 is directed to Conclusion of Law 78. Suggesting that the Conclusion is not supported by competent, substantial evidence and that it is an erroneous interpretation of the law and the contract, AMEC asserts that it: "timely submitted this form [Form 21-A] within 21 days of receipt of the Department's January 17, 2007, correspondence and there was testimony from Mr. Blanchard that this was acceptable." While AMEC alleged that it received the January 17, 2007, notice on January 30, 2007 (Petition for Formal Administrative Proceedings, Paragraph 5), no evidence proving up this allegation was put on at the hearing.

Additionally, Mr. Blanchard did not testify that AMEC timely submitted the form. Instead, he acknowledged that the twenty-one day period would run from AMEC's receipt of the notice and stated:

If they submitted the documents that we're asking for and listed the particulars, the itemized amounts for all disputes and claims, then the Notice of Intent would go away. But they have not submitted the information that we've requested.

Exception 52 is rejected.

In Exception 53 AMEC takes issue with Conclusion of Law 79 and claims that it is not supported by competent substantial evidence and is an erroneous interpretation of the law and the contract. AMEC argues:

AMEC was precluded from obtaining additional evidence pursuant to the ALJ's ruling on AMEC's motion to compel. Further the evidence presented through Ms. Towers was undisputed.

First, Conclusion of Law 79 contains neither an interpretation of controlling statutes or rules nor does it contain an interpretation of the contract. Second, AMEC has failed to specifically identify which undisputed evidence presented through Ms. Towers it is relying upon. Finally, assuming that AMEC is referring to Ms. Tower's testimony regarding drafting assistance she received from Department attorneys, nothing in that testimony detracts from the Administrative Law Judge's rejection of AMEC's argument that the Department's intent to declare AMEC non-responsible was related to the parties' lawsuit on the ground that it was pure speculation. Exception 53 is rejected.

#### **FINDINGS OF FACT**

After review of the record in its entirety, it is determined that Findings of Fact in paragraphs 3, 9, 12, 25, 29, 45, and 59 as modified and paragraphs 1, 2, 4 through 8, 10, 11, 13

through 24, 26 through 28, 30 through 44, and 46 through 58 of the Recommended Order are supported by competent, substantial evidence and are adopted and incorporated as if fully set forth herein.

**CONCLUSIONS OF LAW**

1. The **DEPARTMENT** has jurisdiction over the subject matter and the parties to this proceeding pursuant to Chapters 120 and 337, Florida Statutes.

2. The Conclusions of Law in paragraphs 60 through 80 of the Recommended Order are wholly supported in law. As such, they are adopted and incorporated as if fully set forth herein.

**ORDER**

Based upon the foregoing Findings of Fact and Conclusions of Law, it is

**ORDERED** that AMEC Civil, LLC, is declared non-responsible for a period of 90 days from the date of this Final Order. It is further

**ORDERED** that during such 90 day period of non-responsibility, AMEC Civil, LLC, shall not bid on any Department of Transportation construction or maintenance contracts and shall not propose, agree, or contract to act as a material supplier, subcontractor, or consultant on any Department construction or maintenance contract.

**DONE AND ORDERED** this 23<sup>rd</sup> day of April, 2008.



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STEPHANIE C. KOPELOUSOS  
Secretary  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, Florida 32399

FILED D.O.T. CLERK  
2008 APR 23 AM 8:36



**NOTICE OF RIGHT TO APPEAL**

**THIS ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED PURSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULES 9.110 AND 9.190, FLORIDA RULES OF APPELLATE PROCEDURE, BY FILING A NOTICE OF APPEAL CONFORMING TO THE REQUIREMENTS OF RULE 9.110(d), FLORIDA RULES OF APPELLATE PROCEDURE, BOTH WITH THE APPROPRIATE DISTRICT COURT OF APPEAL, ACCOMPANIED BY THE APPROPRIATE FILING FEE, AND WITH THE DEPARTMENT'S CLERK OF AGENCY PROCEEDINGS, HAYDON BURNS BUILDING, 605 SUWANNEE STREET, M.S. 58, TALLAHASSEE, FLORIDA 32399-0458, WITHIN THIRTY (30) DAYS OF RENDITION OF THIS ORDER.**

Copies furnished to:

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# Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

STEPHANIE C. KOPELOUSOS  
SECRETARY

## MEMORANDUM

**DATE:** January 2, 2008

**TO:** Kevin Thibault, Assistant Secretary for Engineering and Operations  
William Thorp, Interim Assistant Secretary for Finance and Administration

**FROM:** Stephanie C. Kopelousos, Secretary

**COPIES:** Marion Hart  
Ananth Prasad  
Personnel  
Legal

**RE:** DELEGATION OF AUTHORITY FOR  
SECRETARY STEPHANIE C. KOPELOUSOS

You are delegated signature and approval authority anytime during my absence from the office. Signature should be made "in your name for the Secretary of Transportation". This delegation will remain in effect until rescinded by me.

In the event you are out of the office, signature authority is delegated to Marion Hart and Ananth Prasad.

Please ensure all documents requiring signature and/or approval under this delegation are forwarded to my office for proper coordination/logging prior to signing and also provide a reading file copy of any documents you sign.

SK/pfc