



Third Floor Conference Room
1104 E. Twiggs St.
Tampa FL 33602

**Board Committees as a Whole Meeting
October 11, 2019 - 1:30 p.m.**

I. Consent Agenda

A. Approval of Minutes of the August 26, 2019 Meeting

B. Task Work Orders for Capital Projects (Attachments with details included)

1. Strategic Planning Organizational Support Services (HNTB) - HI-0031 P-31/\$75,000
2. Support for THEA Staff for the Transportation Center Renovations (HNTB) - HI-0142 P-02/\$75,000
3. Waterfront District Traffic Engineering & Modeling (HNTB) - HI-0118 P-10/\$50,000
4. Emerging Technical Support (Siemens) - HI-0072 P-21/\$107,000
5. East Selmon FDOT Traffic Analysis (Gannett Fleming) – HI-0167 P-09/\$200,000
6. East Selmon FDOT Traffic Analysis Coordination Support (HNTB) – HI-0167 P-10/\$75,000

C. Maydell Drive Perpetual Easement

II Planning Committee – Shawn Oxtal, Chairman

1. Selmon East PD&E Services – Bob Frey, Staff (Attachment)

Purpose: To provide Project Development and Environmental (PD&E) services for the East Selmon project, to include SEIR level PD&E and LIDAR Base Services.

Funding: Capital Budget

Action: Requests the Board:

- a) Approve the rankings/recommendations per the Evaluation Selection Committee.

| Rank | Firms | Total Score |
|------|-------------|-------------|
| 1 | Kimley-Horn | 271 |
| 2 | WSP | 267 |
| 3 | EXP | 263 |
| 4 | RK&K | 233 |

- b) Authorize and directs staff to negotiate and execute a contract with the top ranked firm, to be brought back to the Board for approval at a future date. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked firm.

III. Operations & Maintenance Committee – Bennett Barrow, Chair

1. **Transportation Management Center (TMC) Renovation** (Attachment) – Dave May, P.E. Staff

Purpose: To provide architectural services for the refresh and update of the Transportation Management Center (TMC). Staff was previously authorized by the Board to negotiate a contract with Wannemacher Jenson Architects, Inc. to provide architectural services for the renovation. The negotiated amount for the work is \$308,621 including an estimated \$6000 for expenses.

Funding: Funds are available from the Capital Project HI-0142

Action: To authorize the Executive Director to execute a contract with Wannemacher Jenson Architects, Inc for \$308,621 for the renovation of the TMC.

IV. Staff Reports

- A. Financial/Traffic & Revenue

V. Executive Reports

- A. Executive Director (Presented by Amy Lettelleir, CFO)

1. Contract Close Out Report
2. Contract Renewal & Expiration Report

- B. General Counsel

- C. Chairman

Upcoming Meetings per Current Schedule

- November 4, 2019 – Board Committees as a Whole, 1:30 p.m.
- November 18, 2019 – Board Meeting, 1:30 p.m.
- December 2, 2019 – Board Committees as a Whole, 1:30 p.m.
- December 16, 2019 – Board Meeting, 1:30 p.m.

VI. Old Business

VII. New Business

VIII. Adjournment

DRAFT

Tampa-Hillsborough County Expressway Authority
Minutes of August 26, 2019 Board Meeting
1104 E. Twiggs Street
Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on August 26, 2019, at the Authority's Transportation Management Center, 1104 E. Twiggs Street, Tampa, Florida. The following were present:

BOARD:

Vincent Cassidy, Chairman
Bennett Barrow, Vice Chairman
Danny Alvarez, Secretary
Shaun Oxtal, Member
Mayor Jane Castor, City of Tampa, Member
Commissioner Lesley Miller, Member
FDOT D-7 Secretary David Gwynn, Member

STAFF:

Joe Waggoner, Patrick Maguire, Amy Lettelleir,
Robert Frey, David May, Sue Chrzan, Rafael
Hernandez, Debbie Northington, Man Le, Max
Artman, Carl Shack, Brian Ramirez, Lisa Pessina,
Anna Quinones, Julie Aure, Shari Callahan, Diane
Stull, Elizabeth Gray, Kyler Boswell

APPLIED SCIENCES:

Roger Menendez

BALLARD PARTNERS:

Carlos Ramos

BAML:

Doug Draper

CITI:

Kevin Dempsey, Jim Davison

CONSOR:

Greg Peschong

FTN FINANCIAL:

Jonathan Ruth

HILLTOP SECURITIES:

Matthew Sansbury, Joel Tindal

HDR:

Stefanie McQueen

HNTB-GEC:

Jim Drapp, Al Stewart

INFOTECH:

Karen Herisse, Steve Williams

JP MORGAN:

Henry Reyes

MACDILL AFB:

Tony Rodriguez

PFM:

David Miller, Hope Scarpinato, Brent Wilson

PLAYBOOK PR:

Sally Dee

QUEST, INC.:

Adam Rose, Diane Hackney, Dawn Brown

RAYMOND JAMES:

Rick Patterson

TPC:

Steve Reisch

WGI:

Kim DeBosier

I. CALL TO ORDER, INVOCATION and PLEDGE OF ALLEGIANCE

Chairman Vincent Cassidy called the meeting to order at 1:30 p.m., followed by General Counsel Patrick Maguire leading in the Invocation and recitation of the Pledge of Allegiance.

II. PUBLIC INPUT/PRESENTATIONS

Jim Davidson of New Tampa addressed the Board with concerns about an East-West Road project. Mr. Davidson was on the former Transportation Task force. The East-West Road was originally a bus toll lane then, flexible transit. The project had been on the MPO Plan for the last five years and was forecast to cost \$12 million. It was now no longer on the MPO Plan. Mr. Davidson wanted to know why the project was abandoned and any results of studies. The Board agreed to follow up with Mr. Davidson.

III. Consent Agenda

- A. Approval of the Minutes of the June 17, 2019 Meeting**
- B. Upcoming Board Member Travel**
- C. Task Work Order for Capital Projects Regarding the Selmon Greenway**

The Chairman called for a motion to discuss, which was made by Mr. Barrow and seconded by Mr. Alvarez. There was no discussion; the vote was called and the motion to approve all items of the Consent Agenda was carried.

IV. DISCUSSION/ACTION ITEMS

Operations and Maintenance Committee

Miscellaneous Design and Construction Engineering Inspection Services – David May/Staff

Mr. May stated this item was to provide miscellaneous design and construction engineering design services. The funding would be from within the capital budget and not as a separate item, but individually out of the project. Of the four firms, two had never been used by THEA and three not used within the last few years. Mr. May requested the Board approve the rankings as per the Evaluation Selection Committee.

The Chairman called for a motion to discuss. Mr. Barrow moved and Mr. Oxtal seconded the motion.

Mr. Alvarez asked why it appeared that more firms were applying, and Mr. May explained the industry was receptive as it was good, solid work within a push-button contract and quick to negotiate a fee.

With no further discussion, the vote was taken, and the motion carried.

Mr. May then asked the Board to authorize and direct the staff to negotiate and execute a push-button contract with the top four ranked firms.

The Chairman called for a motion, which was moved by Mr. Alvarez and seconded by Mr. Barrow. With no further discussion, the vote was taken, and the motion carried.

Architectural Services – Transportation Management Center Renovation - David May, Staff

The purpose of this item is to provide architectural services for the renovation of the offices of the Transportation Management Center. Three firms were interviewed for the project. The funding is from the capital budget. The third ranked firm, Fleischman Garcia was the original designer for the building. Mr. May asked the Board to approve the ranking of the three firms per the Evaluation Selection committee with Wannemacher Jensen Architects being the top ranked firm.

The Chairman asked for a motion to discuss. Mr. Alvarez so moved, and Mr. Oxtal seconded the motion. With no discussion, the vote was taken, and the motion to approve the ranking was approved.

Mr. May then requested that the Board authorize and direct the staff to negotiate and execute a contract with the top ranked firm and if the negotiations were unsuccessful, then the staff shall negotiate with the next highest ranked firm.

The Chairman asked for a motion and Mr. Alvarez moved and Mr. Oxtal seconded. With no further discussion, the vote was taken, and the motion was carried.

Selmon South Safety Project Design-Build Change – Dave May, Staff

Mr. May explained that the purpose of this item was to bring the cross slope for the pavement in compliance with FDOT design standards because survey data from the contractor highlighted non-conformance of the existing cross slopes. The original survey indicated the slopes were at 2% slope. The proposed modification will improve the safety and riding conditions of the asphalt surface. Mr. May said that although the initial survey showed a 2% slope, updated surveys showed 3%. The 3% slope would improve drainage and safety. The original contract amount was \$15,160,000 and the proposed change in the contract is \$628,650.25, which is 4.14%. The funding would be from the Capital Budget. Mr. May asked the Board to approve a change order to Granite Construction task order so the proposed cross slopes of the pavement could be modified.

The Chairman asked for a motion to discuss and Mr. Barrow so moved while Mr. Alvarez seconded the motion. With no further questions, the vote was taken, and the motion carried.

REL Lighting Project Plan Change – David May, Staff

The purpose of this item was to separate the plans for the REL Lighting Project into two components; downlighting at the piers and future span lighting. The original project was stopped as TECO wanted to evaluate the possibility of TECO providing the lighting fixtures. Mr. May said that after nine months, TECO could not provide lighting consistent with the project scope so therefore, Mr. May recommended the contract with Kimley Horn be reinitiated to complete the design and provide bid alternates. Mr. May said this project would be for pier lighting only, but fixtures would be in place for additional future lighting. The cost was in line with the CPMP. A later project would be lighting under the bridge. Mr. May said the original contract amount was \$552,284 and the contract change order is \$74,518.91. The percentage change is 13.5% composed of 11.2% for the bid alternate plans and 2.3% for any rate adjustment. Funding was to come from the Capital Budget. Mr. May asked for the Board to approve the change order with Kimley-Horn.

The Chairman called for a motion to discuss. Commissioner Miller moved and Mr. Oxtal seconded the motion. With no further questions, the vote was taken, and the motion carried.

Planning Committee

Pasco Interlocal Agreement – Bob Frey, Staff

This item refers to an Interlocal Agreement (ILA) between THEA and the Pasco County Board of County Commissions (BOCC). Mr. Frey also stated there was an ILA in place with Pinellas County. The ILA would document the roles and responsibilities for exploring potential toll projects in Pasco County and would allow THEA to perform “sketch level” analysis on roadways identified by Pasco County staff. Mr. Frey said that if a toll project was identified, a separate ILA specific to the project would be completed and brought back to both the THEA Board and the Pasco County BOCC for approval. Authorization was requested for THEA’s Chairman to sign the ILA with the Pasco County BOCC, which had already signed the agreement.

The Chairman called for a motion to discuss. Mr. Alvarez so moved, and Mr. Oxtal seconded. There was no discussion although the Chairman wanted it noted that Mr. Alvarez really liked the project. The vote was taken, and the motion carried.

Miscellaneous Trails, Parks and Community Enhancement Services – Bob Frey, Staff

Mr. Frey explained that enhancements would be needed for the Selmon Greenway, interchanges and other THEA properties. It was necessary to receive additional resources as a more specialized skill set, such as for hotels, was needed rather than basic landscaping. The funding would come from the Capital Budget. Mr. Frey asked the Board to approve the ranking of the top three ranked firms and authorize the staff to negotiate and execute a push-button contract with the three firms.

The Chairman called for a motion. Mr. Oxtal made the motion and Mr. Alvarez seconded. There was no discussion, the vote was taken, and the motion carried.

Selmon Greenway Design Support – Bob Frey, Staff

This project is related to the previous item but is to design the next phase of the Selmon Greenway. Mr. Frey said the project was necessary to upgrade the linear park from the Lee Roy Selmon statue to Jefferson St. The funding would come from the Capital Budget. Mr. Frey requested the Board authorize and direct the staff to negotiate and execute a contract with Kimley-Horn not to exceed \$175,000. If a contract could not be negotiated with Kimley-Horn, then there would be negotiation with the next highest ranked firm.

The Chairman called for a motion to discuss. Mr. Alvarez made the motion and Mr. Oxtal seconded.

The Chairman asked if this was for hard costs and Mr. Frey responded by saying it was for design only and that construction would be a separate item to come before the Board. The reason for the upgrade was that USF students are using the Greenway to access CAMLS and the USF Medical school from nearby parking lots. Mr. Frey stated THEA had been asked by USF to expedite the project. Mr. Alvarez stated it was a very smart project along with the pier lighting project and would enhance the city. The Chairman also stated that Mr. Alvarez liked this item, too.

With no further discussion, a vote was taken, and the motion passed.

Audit and Finance Committee

Financial Advisory Services - Amy Lettelleir, Staff

Ms. Lettelleir addressed the Board by stating this item was to provide the necessary financial advisory services for THEA. The funding would come from the Annual Budget. PFM Financial Advisors was the top ranked firm. Ms. Lettelleir asked the Board to approve the rankings per the Evaluation Selection Committee.

The Chairman asked for a motion to discuss. Commissioner Miller so moved, and Mr. Barrow seconded the motion.

The Chairman asked Ms. Lettelleir if any firms had experience working with THEA. Ms. Lettelleir responded that Hilltop Securities has worked with THEA, and PFM Financial Advisors was new to THEA.

With no further discussion, the vote was taken, and the motion carried.

Ms. Lettelleir then asked the Board to authorize and direct the staff to negotiate and execute a contract with PFM Financial Advisors, subject to approval of the General Counsel. Ms. Lettelleir also requested the authorization and direction of the staff to negotiate and execute a push-button contract with the second, third and fourth ranked firms for specialty projects.

The Chairman asked for a motion to discuss. Commissioner Miller so moved, and Mr. Alvarez seconded the motion. There was no discussion. The vote was taken, and the motion carried.

Annual Evaluations- Executive Director and General Counsel - Vincent Cassidy, Chairman

Mr. Cassidy thanked the Board members for providing strong evaluations and good comments for both the Executive Director and General Counsel. Earlier in the year, the Chairman contracted with The Poe Group to review CEO compensations at tolling agencies around the country in order to make sure Mr. Waggoner's compensation was in line with other organizations and fair. There was a 31% response for a comparison of salary of similar organizations around the country. The report also included local agencies such as Tampa International Airport and the Port of Tampa. Mr. Cassidy stated that the CEO's contract has only provisions for cost of living allowances, but no merit increases in his current salary of \$279,199 and there has not been a raise in three or four years. Mr. Cassidy maintained that when traveling, Mr. Waggoner is often mentioned and is well sought after within the industry. Some positive comments were read from the evaluations regarding Mr. Waggoner's leadership skills and accomplishments. It was then recommended there be a base salary increase to put Mr. Waggoner in the 75th percentile. The proposed increase was a 15% raise to Mr. Waggoner's salary.

The Chairman then asked for a motion to discuss the increase to the CEO salary and will willing to make the motion, however. Mr. Alvarez so moved, and Mr. Oxtal seconded the motion.

Commissioner Miller asked for the raise amount and was told it was 15% or \$41,000. Mr. Barrow stated the study was thorough and efficient. Mr. Alvarez wanted it noted that Mr. Barrow liked the study.

With no further discussion, a vote was taken, and the motion passes.

Mr. Cassidy thanked the Board and Mr. Waggoner also thanked the Board.

V. INFORMATION ITEM

Cyber Security – David May, Staff

Mr. May stated THEA had requested an internal and external security assessment through a consulting firm. Mr. May introduced Mr. Steve Williams of Infotect to review the findings. The

audit and subsequent assessment were conducted by MGT Consulting (MTG), who won the contract and which was reviewed by Infotect. The audit was completed during the first quarter of 2019 and the final report was received during the second quarter. MTG conducted internal and external tests on the network and any attached devices, as well as interviewed staff on cybersecurity policies and procedures. Based on the MTG feedback, THEA ranked very well. Mr. Williams said that priority issues were immediately addressed. Short and mid-term tasks for FY2020 were developed and any long-term tasks would be incorporated into the work plan and growth strategy. Audit and staff training would be on a regular basis.

Mr. Williams continued by presenting an action plan and timeline. In 90 days or less, “must-have” policies will be identified as “Core” and “Important” based upon interaction among staff. A complete password change and routine change policy implementation was completed by August 1, 2019. All staff will be set up for multi-factor authentication for Office365 by the end of the third quarter. A plan for annual security awareness assessment and training is in the works. The last staff training was June 2018 and updated training was in the works.

Mr. Williams also outlined the policies for six months or less and within five years. Within six months or less, there will be complete development of the “Important” or “Core” policies, including additional security. Mr. Williams continued by noting that foreign IP addresses would be blocked on the external firewalls and such effort will require coordination between departments. There would be change control processes for the servers. Mr. Williams also stated there would be assistance to the Communications Department to resolve issues with the public web server, including improved security. The five-year plan included complete development and acceptance of the “Important” policies with a review of larger agencies. Resource gaps and agency growth points should be identified for continual policy development or in other words, utilize the audit results to evolve future staffing needs to be secure and compliant. Finally, an outside audit should be conducted every two years.

Mr. Williams stated that THEA did very well based on the feedback from MTG and the audit was beneficial and should be conducted again. Finally, staff training was needed for ongoing safety.

The Chairman had several questions for Mr. Williams and Mr. May, starting with are agency communications accessible on personal devices? The answer was yes, if an employee logged into the web browser, agency emails are available to browse on personal devices. The Chairman also wanted to know if emails were locked for forwarding and the answer was not at this time. The system was undergoing a two-factor process for log ins and will be completed by the end of the quarter. If the firewall does encounter a hacker ID, the perimeter will log in and block the attack, but the system is not shut down. The Chairman also asked if there were tests for phishing. Mr. Williams also stated there will be random tests for phishing and the firewall can automatically block the source of the phishing email. With no further questions, Mr. Williams concluded the cyber security update.

Evaluations, Continued

Before continuing with the staff reports, Commissioner Miller asked if the Evaluations for the Executive Director and General Counsel had been accepted by the Board. The Chairman

confirmed that there had not been a vote to accept and asked for a motion. Before the motion, the Commissioner asked about the General Counsel items and the Chairman said those were being addressed with the General Counsel.

The motion was made by Commissioner Miller and seconded by Mr. Alvarez. The vote was taken, and the motion passed.

VI. STAFF REPORTS

A. Operations & Maintenance - (Dave May, P.E.)

Mr. May presented slides of the progress on the steel bridges. The casting is done at Clark Construction in Tampa. The photos showed the perfect seam quality and the welding perfectly flat. The inside of each unit was painted white. The project should be finished toward the end of September or early October.

B. Communications (Sue Chrzan)

Ms. Chrzan provided to each Board Member a report of staff accomplishments with the Board, including the presentation by Rafael Hernandez at the IBTTA conference in Seattle. Mr. Alvarez also attended the conference and participated in a panel. Mr. Alvarez stated that the reception was incredible and was so pleased to learn how well-regarded THEA was nationwide. Mr. Alvarez will also speak at the IBTTA conference in Halifax, Nova Scotia.

Ms. Chrzan continued with a video of the Selmon Extension progress. The video was a time-lapsed, by month footage filmed by a drone, showing first the east side then the west side of the construction. Ms. Chrzan also shared a new promotional video which will be shown on social media and the THEA building lobby.

Ms. Chrzan also showed the Road Ranger Assists from July 2019 through July 2019. The main reason for assists was for a flat tire, followed by running out of gas. The accompanying chart showed an increase of assists each year from 2014.

In conclusion, THEA won the IBTTA 2019 toll Excellence Award for Customer Service and Marketing Outreach for its approach to the Selmon Extension project with the community. Mr. Alvarez and Mr. Cassidy will accept this award on THEA's behalf in Halifax.

C. Toll Operations (Rafael Hernandez)

Mr. Hernandez started his report by stating in June 2019 the centralized customer service went live. The accounts and transactions for June was also presented, showing slightly fewer transactions in 2019 over 2018. This was due to a one-week delay. Mr. Hernandez stated the average daily traffic, which is Tuesday, Wednesday and Thursday, had good growth, with the east group over a 3% increase and the west group over 1%.

D. Financial / Traffic & Revenue (*Amy Lettelleir*)

Ms. Lettelleir reported there were nearly five million toll transactions in June 2019, an increase over June 2018. The Chairman asked if 2018 was lower because of CCSS. Ms. Lettelleir stated the transactions had been reconciled and it was not a question of not reporting. The general and administrative expenditures for FY 2019 accounted for approximately 98% of the budgeted amount, while expenses were just over budget, due to CCSS revenues not captured. THEA has approximately \$350 million in cash and investments. The toll revenue over the past fiscal year was approximately \$84 million, with about \$69 million from SunPass and \$9 million from Toll-by-Plate and the balance from other sources.

Ms. Lettelleir continued with the toll-by-plate update. Nearly \$7 million was collected from February through June. The \$230,000 average weekly payments in June was almost normalized to the FY 2018 amount of \$192,000. The Toll-by-Plate invoicing has also normalized where there is around \$4 million due to THEA due to two invoice cycles at any one time at CCSS. Since the beginning of the new fiscal year, there has been \$9 million in toll revenue, of which \$1.5 million was collected by ETAN. The Chairman asked for a clarification of the amount and Mr. Hernandez confirmed it was \$9 million in revenue from CCSS and \$1.5 million collected since July 2019 by ETAN. Mr. Waggoner stated that collection process had just started. The Chairman then verified that it was \$9 million less the \$1.5 million collected.

VI. EXECUTIVE REPORTS

A. Executive Director (*Joe Waggoner*)

Mr. Waggoner presented the contract renewal and expiration report. There were three companies listed and Mr. Waggoner recommended renewal for all. This was an advanced notice for the Board of those upcoming renewals.

B. General Counsel (*Patrick Maguire*)

Mr. Maguire had nothing to report.

C. Chairman (*Vincent Cassidy*)

The Chairman noted that with the IBTTA meeting in Halifax, the September Committees as a Whole and the Board meetings are cancelled. The new Board Meeting date would be October 11, 2019.

VII. ADJOURNMENT

There being no further business to come before the Board, Chairman Cassidy adjourned the meeting at 2:21 p.m.

APPROVED: _____
Chairman: Vincent J. Cassidy

ATTEST: _____

DATED THIS 11th DAY of OCTOBER 2019

DRAFT

HNTB PR 202000XX

I.B.1

HI-0031 P-31

2019-2020 Strategic Planning Organizational Support (9/1/19 - 6/30/20)

Scope Of Services

Purpose & Need

With their small in-house staff, THEA requires support to provide engineering and administrative support to assist THEA Staff and THEA's Strategic Plan Consultant in the development/implementation of the Strategic Plan. This task work order is for Strategic Planning Organizational Support Services from 9/1/2019-6/30/20.

Scope

Provide Strategic Plan Organizational Support as required to assist THEA Staff and THEA's Strategic Plan Consultant in the development/implementation of the Strategic Plan. Anticipated work includes providing engineering, administrative, and operational data, and input and analyses necessary to assist with the development and implementation of the Strategic Plan.

HNTB PR 202000XX

HI-0142 P-02

THEA HQ Renovations Planning Design GEC Support 9/1/19 - 6/30/20)

Scope Of Services

Purpose & Need

The task work order is for support the small THEA staff on THEA HQ Renovations Planning Design GEC Support assignments, including assisting THEA staff as directed. This task work order is for the period from 9/1/19 - 6/30/20.

Scope

Providing support for THEA staff on THEA HQ Renovations Planning Design GEC Support tasks as assigned by the THEA Project Manager. Includes coordination, reviews, attending meetings and responding to requests for information.

HNTB PR 202000XX

I.B.3.

HI-0118 P-10

2019-2020 Waterfront District Traffic Engineering & Modeling Support (9/1/19 - 6/30/20)

Scope Of Services

Purpose & Need

With their small in-house staff, THEA requires support to provide engineering and administrative support to assist THEA Staff on Waterfront District traffic activities. This task work order is for Waterfront District Traffic Engineering & Modeling Support Services from 9/1/19 - 6/30/20.

Scope

Provide Waterfront District Traffic Engineering & Modeling Support as required to assist THEA Staff. Anticipated work includes providing engineering, administrative, and operational data, and input and analyses necessary to assist with the development and implementation of the Waterfront District.

Exhibit D. THEA ELOI Emerging Markets (Siemens)

For Tampa-Hillsborough Expressway Authority

Date of Estimate: August 15, 2019

Estimated Period of Project: September 1, 2019 to June 30, 2020

**Labor (Key Staff)**

| Rate | 283.80 | 273.05 | 210.12 | 250.71 | 131.19 | 202.93 | 332.18 | 178.32 | 136.60 | | | | |
|--|-----------------------|------------------------------|--------------------------------|------------------------------------|-----------------------------|-----------------------------------|----------------------|--------------------------------|--------------------------------|--|-------------|-------------|------------------------------|
| | Project Manager (SIE) | Deputy Project Manager (F&P) | Senior Technical Analyst (SIE) | Senior Systems Engineer - CV (SIE) | Systems Engineer - CV (SIE) | Data Scientist Digital Labs (SIE) | Senior Advisor (F&P) | Senior Technical Analyst (F&P) | Junior Technical Analyst (F&P) | | Total Hours | Travel | Other Costs (Printing, Misc) |
| 1. Kick-off and Brainstorming Workshops, Project Management | | | | | | | | | | | | | |
| | 40 | 40 | 8 | 8 | 0 | 0 | 4 | 0 | 0 | | 100 | \$ 1,000.00 | \$ 28,289.36 |
| Data gathering, input for internal Siemens stakeholders | 16 | 16 | 8 | 8 | | | 4 | | | | | | \$ 13,924.96 |
| Consultant planning meeting (HTNB, Siemens and THEA) | 16 | 16 | | | | | | | | | | | \$ 8,909.60 |
| Other stakeholder meetings to discuss project work | 8 | 8 | | | | | | | | | | | \$ 4,454.80 |
| 2. White Paper for CV/AV Integration into current THEA CV Grant | 16 | 0 | 8 | 24 | 40 | 0 | 0 | 0 | 0 | | 88 | \$ 1,000.00 | \$ 18,486.40 |
| Draft outline of concept for input to lead consultant | 4 | | | 16 | 20 | | | | | | | | \$ 7,770.36 |
| Concept workshop | 12 | | | 8 | 20 | | | | | | | | \$ 8,035.08 |
| Final outline of concept for input to lead consultant | | | | | | | | | | | | | \$ - |
| 3. Technology Incorporation with OEMs for Future THEA CV Expansion | 16 | 0 | 20 | 48 | 56 | 8 | 0 | 0 | 0 | | 148 | \$ 1,000.00 | \$ 30,747.36 |
| Workshop and testing with OEM (i.e. Hyundai) | 8 | | 4 | 16 | 40 | | | | | | | | \$ 12,369.84 |
| Implementation of Development Plan with Siemens RSUs | 4 | | | 16 | 8 | | | | | | | | \$ 6,196.08 |
| Key performance indicators and future evolution into post-CV pilot roadmap | 4 | | 16 | 16 | 8 | 8 | | | | | | | \$ 11,181.44 |
| 4. Connected Vehicle Data Analytics | 16 | 40 | 32 | 12 | 0 | 20 | 8 | 16 | 40 | | 184 | \$ 1,000.00 | \$ 41,228.32 |
| Data analysis and analytic support for policy, planning and investment | 4 | 16 | 16 | 4 | | 20 | | 16 | 40 | | | | \$ 22,244.48 |
| Public-partnership development support | 4 | 12 | 8 | 4 | | | 4 | | | | | | \$ 8,424.32 |
| Innovative financing mechanisms for innovative projects | 8 | 12 | 8 | 4 | | | 4 | | | | | | \$ 9,559.52 |
| 5. ITS and Smart Traffic Management | 16 | 12 | 8 | 20 | 40 | 24 | 4 | 20 | 40 | | 184 | \$ 1,000.00 | \$ 35,989.60 |
| Pedestrian/scooter safety technology in CV | 4 | 4 | | | | 8 | 4 | | 40 | | | | \$ 10,643.56 |
| Priority green wave based on detection | 8 | 4 | | 20 | 40 | 16 | | 20 | | | | | \$ 20,437.68 |
| Speed harmonization | 4 | 4 | | | | | | | | | | | \$ 2,227.40 |
| Total Hours / Labor Only | 104 | 92 | 76 | 112 | 136 | 52 | 16 | 36 | 80 | | 704 | | \$ 149,741.04 |
| Travel/Other Misc | | | | | | | | | | | | \$ 5,000.00 | \$ 5,000.00 |
| Total Costs including Travel | | | | | | | | | | | | | \$ 154,741.04 |

Rate Breakdown should include overhead; operating margin; & FCCM.

Labor (Potential Support Staff Depending on Task Order)

| | |
|--|-----------|
| Technical Architect (SIE) | \$ 241.96 |
| Senior Systems Engineer - ATMS (SIE) | \$ 260.74 |
| Systems Engineer - ATMS (SIE) | \$ 132.15 |
| Technical Writer (SIE) | \$ 184.48 |
| Commercial CPM (SIE) | \$ 221.38 |
| Visual Communication and Support (F&P) | \$ 133.73 |
| Administrative Support (F&P) | \$ 126.67 |

Siemens \$ 106,958.04
 Fehr & Peers \$ 47,783.00

ATTACHMENT "A"
SCOPE OF SERVICES**SPECIAL STUDIES AND SUPPORT****I. OBJECTIVE**

To provide technical and administrative support in the analyses of new limited access alternatives for east-west and north-south travel in eastern Hillsborough County. The assistance would be related to the collection and preparation of planning data, and the enhancement of the Tampa Bay Regional Planning Model (TBRPM), traffic and corridor analysis, and other special purpose analysis tools, including conceptual level analysis that may lead to sketch level viability testing. All work will be conducted in close coordination with the Tampa Hillsborough Expressway Authority (THEA) and the Department.

II. SERVICES TO BE PROVIDED

The purpose of this task is to provide a variety of miscellaneous support services and assistance for planning studies involving the application of the TBRPM, and other special purpose models and analysis tools. This task is intended to support THEA in their planning activities, while coordinating with the Department. The specific timeframe for completion of each assignments will established by the THEA's Project Manager when the task is specified.

At the conclusion of each assignment, GF shall meet with the Department's and THEA's Project Manager to discuss the assignment products as well as the findings and recommendations. GF may also be required to document the work of the assignment and the findings and conclusions in a brief written report.

Specific work activities requested under this task assignment may include the following:

Technical Support

- Design, development and maintenance of databases needed for model application to subarea including additional validation/enhancement efforts
- Review of the existing models, special analysis techniques, off-model techniques and possible enhancements
- Assembly and preparation of needed data inputs, including transportation networks, land use data, socioeconomic data, traffic data, modeling parameters and other data inputs
- Review and analysis of existing available data resources to determine the applicability and suitability of those data for the model's enhancement
- Defining appropriate corridor limits and/or study boundaries for corridor and subarea

level study efforts

- Preparation of maps, plots, charts, tables and other graphic and tabular summaries and representations of the study area, its transportation networks, its existing travel conditions and socioeconomic characteristics, and the results of the model validation/enhancement efforts
- Supporting/Performing project concept and feasibility analysis for corridor, interchange, managed lanes, toll facilities, and other proposed new development or facilities
- Supporting/performing project design traffic development
- Supporting/assisting conceptual and PD&E studies
- Preparation of brief reports of results and findings of the model validation/enhancement efforts
- Performing traffic and corridor analysis as tasked by THEA

Administrative Support

- Preparing scopes of services and estimates of man-hours and expenses for task assignments and work efforts under this contract
- Conducting or participating in meetings and presentations to report on study progress and status; maintain coordination with other FDOT work units, outside agencies and other on-going studies; provide a forum for solving problems and resolving conflicts; and present study findings and results.

III. LENGTH OF SERVICES

All services on this Task Work Order will be conducted in accordance with a schedule to be established by the THEA's Project Manager.

FPN: 259173-1-12-11

Contract No. C-9K19
Task Work Order No. xx

Task Work Order No. xx
GANNETT FLEMING, INC.

Contract #: C-9K19
FEID #: 25-1613591 (Gannett Fleming, Inc.)
FPN: 259173-1-12-11
Contract Execution Date: 24-Sep-19
Project Description: Tampa Bay Regional Transportation Analysis: Phase XIV - Continuing
Task Description: Support for THEA

MANHOUR SUMMARY AND FEE ESTIMATE

| Task | Senior Specialist (Modeling) | Project Manager | Chief Planner | Senior Project Engineer | Senior Planner | Engineer | Planner | Engineering Intern | CADD/Computer Technician | Secretary / Clerical | TOTAL |
|--------------------|------------------------------|-----------------|---------------|-------------------------|----------------|------------|----------|--------------------|--------------------------|----------------------|-------------|
| 1. Special Studies | 180 | 20 | 180 | 10 | 40 | 20 | 9 | 50 | 2 | 2 | 513 |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| HOUR | 180 | 20 | 180 | 10 | 40 | 20 | 9 | 50 | 2 | 2 | 513 |
| RATE | \$262.77 | \$218.34 | \$191.50 | \$150.24 | \$136.31 | \$109.05 | \$78.45 | \$75.73 | \$56.80 | \$48.16 | N/A |
| SALARY COST | \$47,298.60 | \$4,366.80 | \$34,470.00 | \$1,502.40 | \$5,452.40 | \$2,181.00 | \$706.05 | \$3,786.50 | \$113.60 | \$96.32 | \$99,973.67 |

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD PROFESSIONAL SERVICES AGREEMENT

375-030-12
PROCUREMENT
OGC - 05/15
Page 1 of 2

Contract No. C-9K19

FDOT Financial ID No.(s) 259173 1 12 11

Appropriation Bill Number(s)/Line Item Number(s) for

1st year of contract, pursuant to s. 216.313, F.S. N/A

(required for contracts in excess of \$5 million)

F.A.P. No. N/A

THIS AGREEMENT, made and entered into this _____ day of _____, by and
(This date to be entered by DOT only)

between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the
Department and Gannett Fleming, Inc.

(F.E.I.D. No. F251613591) of 9119 Corporate Lake Drive, Suite 150, Tampa Florida 33634

authorized to conduct business in the State of Florida, hereinafter called the Consultant, agree as follows:

The Consultant and the Department mutually agree to abide by the Department's Standard Professional Services Agreement,
Terms, dated July, 2013 which are available as an appendix to this form in the Department's Professional Services
web site or from the Department's Office of Procurement. The Standard Professional Services Agreement Terms, with the
exception of the following non-applicable sections:

N/A

are incorporated by reference and made a part of this Agreement.

1. **SERVICES AND PERFORMANCE**

- A. The Department does hereby retain the Consultant to furnish certain services as described in Exhibit "A", attached hereto
and made a part hereof, in connection with

Tampa Bay Regional Transportation Analysis: Phase XIV (Continuing)

- B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the Standard
Professional Services Terms, will be 9119 Corporate Lake Drive, Suite 150, Tampa Florida 33634

2. **TERM**

- A. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will
remain in full force and effect through completion of all services required of the Consultant or a 5 year term
from the date of execution of this Agreement, whichever occurs first.

- B. Check applicable terms

☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to
execution of this Agreement, on the date specified in the written notice to proceed from the Department's
_____ which notice to proceed will become part of this Agreement.
The Consultant will complete scheduled project services within _____ months of the commencement
date specified in the notice to proceed or as modified by subsequent Amendment or Supplemental Agreement.

☒ The project services to be rendered by the Consultant for each task assignment will commence,
upon written notice from the Department's Professional Svcs. Administrator _____, and will be completed
within the time period specified in each task assignment. All services performed under this contract will be
completed within 60 months from the date of this Agreement. The total fee for all accumulated task
assignments may not exceed \$2,000,000.00 .

☐ The scheduled project services to be rendered by the Consultant will commence, subsequent to execution
of this Agreement, on the date specified in the written notice to proceed from the Department's
_____ which notice to proceed will become part of this Agreement.
The Consultant will complete scheduled project services within _____ calendar days following completion
of the construction contract(s) with which consultant services are associated. The anticipated length of the
consultant services is _____ months.

3. **INSURANCE**

The amount of liability insurance to be maintained by the Consultant in accordance with Section 4.B of the Standard Professional Services Agreement Terms is \$250,000.00

4. **SUBCONTRACTS**

The following subconsultants are authorized under this Agreement in accordance with Section 7.A. of the Standard Professional Services Agreement Terms:
See Attached

5. **COMPENSATION**

The Department agrees to pay the Consultant compensation as detailed in Exhibit "B", attached hereto and made a part hereof.

6. **MISCELLANEOUS**

- A. Reference in this Agreement to Director will mean the Director of Transportation Development
- B. The services provided herein ☐ do ☒ do not involve the expenditure of federal funds. In the event federal funds are involved, Section 9 of the Standard Professional Services Agreement Terms is incorporated by reference.
- C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Page A-1 through Page A-7 : Exhibit "A", Scope of Services

Page B-1 through Page B-7 : Exhibit "B", Method of Compensation

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

GANNETT FLEMING, INC.

Name of Consultant

BY: Mary Ross

Authorized Signature

Mary Ross

(Print/Type)

Title: Vice President

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

BY: Rebecca L. Schwarz

Rebecca L. Schwarz

(Print/Type)

Title: Professional Services Administrator

FOR DEPARTMENT USE ONLY

APPROVED:

Michael C. Dwyer
Professional Services Unit

LEGAL REVIEW:

Samuel A. Allen
General Counsel Office



Florida Department of Transportation

RICK SCOTT
GOVERNOR

11201 N. McKinley Drive
Tampa, FL 33612-6456

JIM BOXOLD
SECRETARY

September 8, 2015

Mary Ross, P.E.
Gannett Fleming, Inc.
9119 Corporate Lake Drive, Suite 150
Tampa, Florida 33634

RE: Letter of Authorization No. 1: Contract C-9K19; FPN: 259173 1 12 11; FAP:
N/A; Description: Tampa Bay Regional Transportation Analysis: Phase XIV
(continuing)

Dear Ms. Ross:

This Contract is funded by multiple appropriations. Previously, only \$201,204 of the total contract amount of \$2,000,000 had been approved.

As of the above date, an additional \$500,447 has been approved for FY 15/16. This brings the total appropriation up to \$701,651 for this contract.

If there are any questions regarding this Authorization, please contact José Vazquez, Contract Administrator at 813-975-6453.

Sincerely,

Rebecca L. Schwarz
Procurement Services Manager

RLS/JRV

| | | |
|-----|------------------------------------|--------------------------|
| cc: | J. Vazquez, Contract Administrator | D. Lamb, Project Manager |
| | L. Harp, P.S.D.B. | C.I.T.S. |
| | L. Mitchell, Financial Services | PSU Contract File |

TO: PF712JV@dot.state.fl.us
SUBJECT: FUNDS APPROVAL/REVIEWED FOR CONTRACT C9K19

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

Contract #C9K19 Contract Type: CG Method of Procurement: C
Vendor Name: GANNETT FLEMING,
Vendor ID: VF251613591005
Beginning date of this Agmt: 06/11/15
Ending date of this Agmt: 06/11/20
Contract Total/Budgetary Ceiling: bc = \$2000000

Description:
Tampa Bay RTA

ORG-CODE *EO *OBJECT *AMOUNT *FIN PROJECT *FCT *CFDA
(FISCAL YEAR) *BUDGET ENTITY *CATEGORY/CAT YEAR
AMENDMENT ID *SEQ. *USER ASSIGNED ID *ENC LINE(6S)/STATUS

Action: LOA Funds have been: APPROVED

| | | | | | |
|--------------|-----|-----------------|-----------|--------------|--------|
| 55 072010730 | *A5 | *131512 * | 500447.00 | *25917311211 | *219 * |
| 2016 | | *55100100 | | *088704/16 | |
| W001 | | *00 *LOA 1 | | *0002/04 | |

TOTAL AMOUNT: *\$ 500,447.00 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER
DATE: 09/08/2015

I. B. 6.

| | | | | | | | | | | | | | | | | | | | | | | |
|--|--|------------------------|-----------------------|-----------------|-----------------------|--------------------------------------|----------------------|---|----------------------|--------------------|----------------------|------------------|----------------------|----------------|---|-----------|---------------------------|----------------------|-------------------------|------------------|--------------|---------|
| | | | | | | | | | | | | | | | | | | | | | | |
| SUMMARY FEE SHEET | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority | | | | | | | | HNTB PR 202000XX | | | | | | | | | | | | | | |
| GEC CONTRACT NO. HNTB PR 202000XX | | | | | | | | 2019-2020 E Selmon FDOT Coordination GEC Support (10/11/19 - 6/30/20) | | | | | | | | | | | | | | |
| HI-00167 P-10 | | | | | | | | | | | | | | | | | | | | | | |
| PRIME CONSULTANT: HNTB Corporation | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | |
| ACTIVITY | | Sr. Technical Advisor | | Project Manager | | Chief Eng./Planner Sr. Proj. Eng. | | Sr. Eng./Planner | | Proj. Eng./Planner | | Engineer/Planner | | Sr. Technician | | Clerical | | TOTAL | | Avg. Hourly Rate | | |
| | | Man Hours | Hourly Rate \$ 131.13 | Man Hours | Hourly Rate \$ 125.02 | Man Hours | Hourly Rate \$ 88.78 | Man Hours | Hourly Rate \$ 64.16 | Man Hours | Hourly Rate \$ 50.16 | Man Hours | Hourly Rate \$ 41.50 | Man Hours | Hourly Rate \$ 37.17 | Man Hours | Hourly Rate \$ 23.69 | Manhours By Activity | Salary Cost By Activity | | | |
| E Selmon FDOT Coordination GEC Support | | 20 | \$2,622.60 | 72 | \$9,001.44 | 60 | \$5,326.80 | 48 | \$3,079.68 | 48 | \$2,407.68 | 48 | \$1,992.00 | 24 | \$892.08 | 17 | \$402.73 | 337 | \$25,725.01 | \$76.34 | | |
| Total Man Hours | | Total Salary [(MHxHR)] | | 20 | \$2,622.60 | 72 | \$9,001.44 | 60 | \$5,326.80 | 48 | \$3,079.68 | 48 | \$2,407.68 | 48 | \$1,992.00 | 24 | \$892.08 | 17 | \$402.73 | 337 | \$ 25,725.01 | \$76.34 |
| | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | Basic Activities Maximum Limiting Fees (Salary Costs) | | | | | \$25,725.01 | | |
| | | | | | | | | | | | | | | | | | Cost Elements & Additives | | | | | |
| | | | | | | | | | | | | | | | | | (a) 2.84 Multiplier | | | \$73,059.03 | | |
| Direct Expenses | | | 7.51% | | \$ 1,931.95 | | | | | | | | | | SUBTOTAL (Cost Elements applied to Basic Activities Fee): | | | | | \$73,059.03 | | |
| | | | | | | | | | | | | | | | | | (d) Direct Reimbursables | | | \$1,931.95 | | |
| | | | | | | | | | | | | | | | | | Total Project Cost: | | | \$74,990.98 | | |
| | | | | | | | | | | | | | | | | | Maximum Limiting Amount: | | | \$75,000.00 | | |

Prepared by:
Patrick T. Maguire, General Counsel
Tampa-Hillsborough County Expressway Authority
1104 East Twiggs St, Ste 300
Tampa, FL 33602

Return to:
Hillsborough County
601 E. Kennedy Blvd, 22nd Floor
Tampa, FL 33602

DEED OF PERPETUAL ACCESS EASEMENT

THIS DEED OF PERPETUAL ACCESS EASEMENT, made this _____ day of _____, 2019, by and between the Tampa Hillsborough County Expressway Authority, an Agency of the State of Florida, pursuant to Florida Statutes 348.50 et. seq., hereinafter called "Grantor" whose mailing address is 1104 E. Twiggs, Suite 300 Tampa, FL 33602, and Hillsborough County, a political subdivision of the State of Florida, hereinafter called "Grantee" whose mailing address is 601 East Kennedy Blvd., Tampa, FL 33602. Wherever used herein, the terms "Grantor" and "Grantee" may be construed in the singular or plural as the context may require or admit, and for purposes of exceptions, reservations and/or covenants, shall include the heirs, legal representatives and assigns of individuals or the successors and assigns of corporations.

WITNESSETH:

THAT, for and in consideration of payment of the sum of TEN AND NO/100 DOLLARS (\$10.00), which is the full monetary consideration for this conveyance, and other valuable consideration, the receipt whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, a non-exclusive perpetual access easement, on, over, under, and across Grantor's property at Tampa, County of Hillsborough, State of Florida, hereinafter designated the "Easement", which Easement is more particularly described in Exhibits A and B, attached hereto and incorporated herein, for roadway purposes, including the right to construct, reconstruct, relocate, widen, operate, maintain, repair, renew, replace and remove Grantee's existing overpasses, bridges, roadways, signage and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easement, so long as such activities do not interfere with Grantor's operations.

EXCEPTING and RESERVING unto Grantor, its successors and assigns, the right to continue to occupy, possess and use the land upon which the Easement is imposed for any and all purposes consistent with Grantor's operations and needs, including the right to construct, reconstruct, relocate, operate, maintain, repair, renew, replace and remove Grantor's roadways and other facilities as now exist or which may in the future be located in, upon, over, under or across the Easement. Grantor shall provide Grantee prior written notice before altering or removing any of Grantee's facilities. Grantee shall be responsible to restore its facilities to their pre-existing condition. Any such alteration or removal shall be coordinated with Grantee to minimize impact

to Grantee's facilities. Moreover, if any restoration occurs within Grantor's right of way but outside of Grantee's Easement, Grantor shall provide to Grantee an Amended Deed of Perpetual Access Easement for no additional consideration to reflect any new or additional limits of Grantee's Easement. Nothing in this paragraph shall be deemed to alter or release any of Grantee's rights to use the Easement.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement, and all agreements, easements and rights granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

- 1) Grantee, its successors and assigns, shall provide and maintain, at Grantee's sole expense, drainage facilities in accordance with plans and specifications for said Road or Highway project, which plans and specifications are on file in the respective offices of the parties hereto.
- 2) Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks or improvements on or adjacent to the Easement, or otherwise damage the same in any way.
- 3) Excluded from this grant are any and all rights of way for access, ingress or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor, provided that nothing herein shall be deemed to be a release of any preexisting rights of Grantee, regardless of the method by which those rights were acquired.
- 4) All road or highway structures shall be constructed, erected and maintained by Grantee, in, on, under, or across the Easement to provide for the minimum vertical clearance that currently exists.
- 5) If the Grantee and its successors and assigns cease to use the property for public road transportation purposes, then this Easement shall expire and revert upon Grantor providing Grantee ninety (90) days advance written notice to Grantee, provided that if Grantee or its successors or assigns assert in writing within that time frame that public road transportation uses are continuing, this Easement shall not revert or expire except upon a court order in an action to determine that issue.
- 6) Any subsequent rights provided by Grantor to any third party shall be subject to the terms of this Easement.
- 7) The rights granted shall be to construct, operate, and maintain the roadway as aforementioned, which operation shall include the activities as set forth in the Florida Transportation Code as the term is defined in Section 334.01, Florida Statutes. To the extent utilities are placed on Grantee's facilities within the Easement, said utilities shall be approved by and coordinated with Grantor to ensure safety and avoid potential conflict with Grantor's facilities and equipment.

IN WITNESS WHEREOF, the TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, pursuant to due authorization, has caused its name to be signed hereto by its officers hereunto duly authorized and its corporate seal, duly attested, to be hereunto affixed.

Signed, sealed and delivered
in the presence of:

TAMPA HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY

By: _____

Print Name: _____

Print Title: _____

(SEAL)

Attest: _____

Secretary

Print Name: _____

STATE OF FLORIDA)
) SS.
COUNTY OF _____)

I, _____, a Notary Public of the State of Florida and the County of _____, do certify that, on the date below, before me in said County came _____ (___) to me known, and/or (___) proven by satisfactory current evidence to be the person whose name is subscribed to the above instrument, who, being by me first duly sworn, did make oath, acknowledge and say that he/she is _____ of the Tampa Hillsborough County Expressway Authority described herein and did execute said instrument; he/she is fully informed of the contents of the instrument; he/she signed hereto with full authority.

IN WITNESS WHEREOF, I hereunto set my hand and official seal, this _____ day of _____, 20__.

(SEAL)

Notary Public

Print Name

My commission expires on: _____

EXHIBITS

August 15, 2019

Project No. 2019-082-R
Maydell Drive Bridge Replacement
Perpetual Access Easement #1

EXHIBIT "A"

THAT PART OF:

The Northeast Quarter of Section 22, Township 29 South, Range 19 East, Hillsborough County, Florida.

Lying within the following metes and bounds description:

Commence at the Northeast corner of the Northeast Quarter of Section 22, Township 29 South, Range 19 East; thence along the East line of the Northeast Quarter of said Section 22, South 01°11'53" West, a distance of 737.00 feet; thence departing said East line of the Northeast Quarter, South 89°52'53" West, a distance of 25.01 feet to the West right-of-way line of Maydell Drive per Order of Taking recorded in Official Records Book 3561, Page 260 and Final Judgement in Eminent Domain recorded in Official Records Book 3730, Page 275 of the Public Records of Hillsborough County, Florida and the Point of Beginning; thence along said West right-of-way line of Maydell Drive, South 01°11'53" West, a distance of 41.06 feet to the Southerly limited access right-of-way line of the Tampa-Hillsborough County Expressway Authority, Tampa South Crosstown Expressway Eastern Extension to I-75; thence along said Southerly limited access right-of-way line, North 89°24'36" West, a distance of 9.00 feet; thence departing said Southerly limited access right-of-way line, North 01°11'53" East, a distance of 265.00 feet to the Northerly limited access right-of-way line of the Tampa-Hillsborough County Expressway Authority, Tampa South Crosstown Expressway Eastern Extension to I-75; thence along said Northerly limited access right-of-way line, South 89°32'15" East, a distance of 9.00 feet to said West right-of-way line of Maydell Drive; thence along said West right-of-way line of Maydell Drive, South 01°11'53" West, a distance of 223.96 feet to the Point of Beginning.

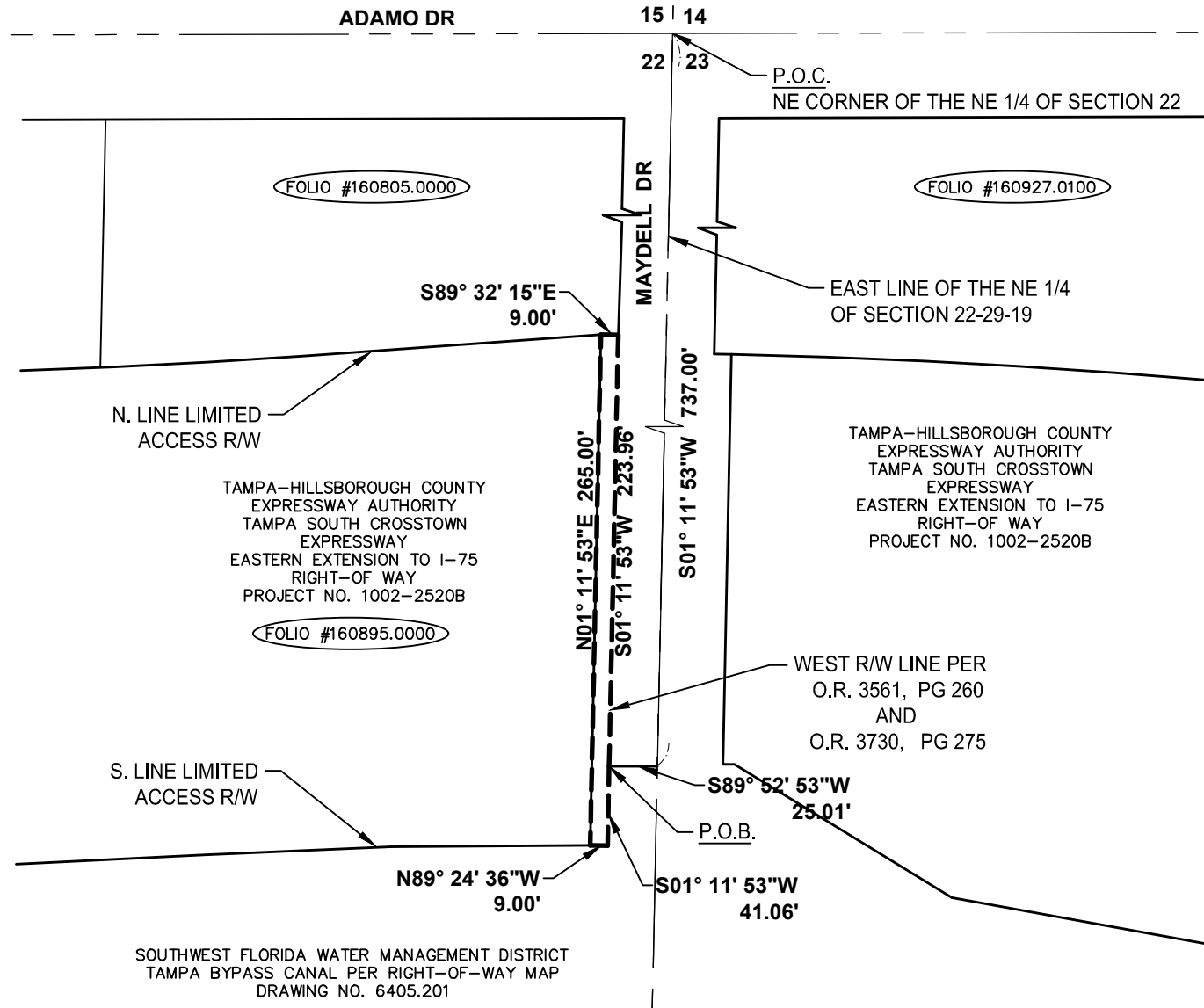
Containing 2,385 square feet more or less.

Christopher W. Snyder, PSM No.5468
Geospatial & Land Acquisition Services Department
Hillsborough County
601 E. Kennedy Boulevard
Tampa, Florida 33602
(Geospatial Project No. S19-0105)

| |
|---|
| This Description is not complete without the accompanying Sketch sheet 1 through 1. |
|---|

**SECTION 22, TOWNSHIP 29 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PERPETUAL ACCESS EASEMENT #1**

REAL ESTATE PROJECT NO
2019-082-R



IF THERE IS A DISCREPANCY BETWEEN THIS SKETCH AND THE DESCRIPTION, THE DESCRIPTION SHALL CONTROL.

ABBREVIATIONS

AC. = ACRES
ADD. = ADDITION
BDRY = BOUNDARY
COR. = CORNER
E'LY = EASTERLY
FT. = FEET
INC. = INCORPORATED
N'LY = NORTHERLY
NO. OR # = NUMBER
O.R. = OFFICIAL RECORD
(P) = PLAT REFERENCE
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
RGE. = RANGE
R/W = RIGHT-OF-WAY
SQ. FT. = SQUARE FEET
SEC. = SECTION
TWP. = TOWNSHIP

BEARINGS AS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF THE NE 1/4 OF 22-29-19 BEARING SOUTH 01°11'53" WEST PER TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY R/W MAP PROJECT NO. 10002-2520 DATED 2/79

THIS SKETCH IS NOT COMPLETE WITHOUT THE ACCOMPANYING DESCRIPTION SHEET 1 THROUGH 1.

THIS SKETCH IS NOT A SURVEY
THIS SKETCH PREPARED BY:

CHRISTOPHER W SNYDER PSM #5468

NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER



*MAYDELL DRIVE
BRIDGE REPLACEMENT*

| | | | | | | |
|-----------|----|----------|---------------------|-------|-------|--|
| | BY | DATE | FIELD BOOK NO.: N/A | | | GEOSPATIAL SERVICES PROJECT NO. S19-0105 |
| PREPARED: | IL | 08/15/19 | SCALE: N/A | | | |
| CHECKED: | CS | 08/15/19 | 22 | 29 S. | 19 E. | |
| APPROVED: | CS | 08/15/19 | SEC: | TWP: | RNG | SHEET 1 OF 1 |

August 15, 2019

Project No. 2019-082-R
Maydell Drive Bridge Replacement
Perpetual Access Easement #2

EXHIBIT "B"

THAT PART OF:

The Northeast Quarter of Section 22, Township 29 South, Range 19 East, Hillsborough County, Florida.

Lying within the following metes and bounds description:

Commence at the Northeast corner of the Northeast Quarter of Section 22, Township 29 South, Range 19 East; thence along the East line of the Northeast Quarter of said Section 22, South 01°11'53" West, a distance of 737.00 feet; thence departing said East line of the Northeast Quarter, South 89°52'53" West, a distance of 25.01 feet to the West right-of-way line of Maydell Drive per Order of Taking recorded in Official Records Book 3561, Page 260 and Final Judgement in Eminent Domain recorded in Official Records Book 3730, Page 275 of the Public Records of Hillsborough County, Florida; thence along said West right-of-way line of Maydell Drive, South 01°11'53" West, a distance of 41.06 feet to the Southerly limited access right-of-way line of the Tampa-Hillsborough County Expressway Authority, Tampa South Crosstown Expressway Eastern Extension to I-75; thence along said Southerly limited access right-of-way line, North 89°24'36" West, a distance of 9.00 feet to the Point of Beginning; thence continue along said Southerly limited access right-of-way line, South 89°37'00" West, a distance of 20.17 feet; thence departing said Southerly limited access right-of-way line, North 57°48'50" East, a distance of 24.15 feet; thence South 01°11'53" West, a distance of 12.73 feet to the Point of Beginning.

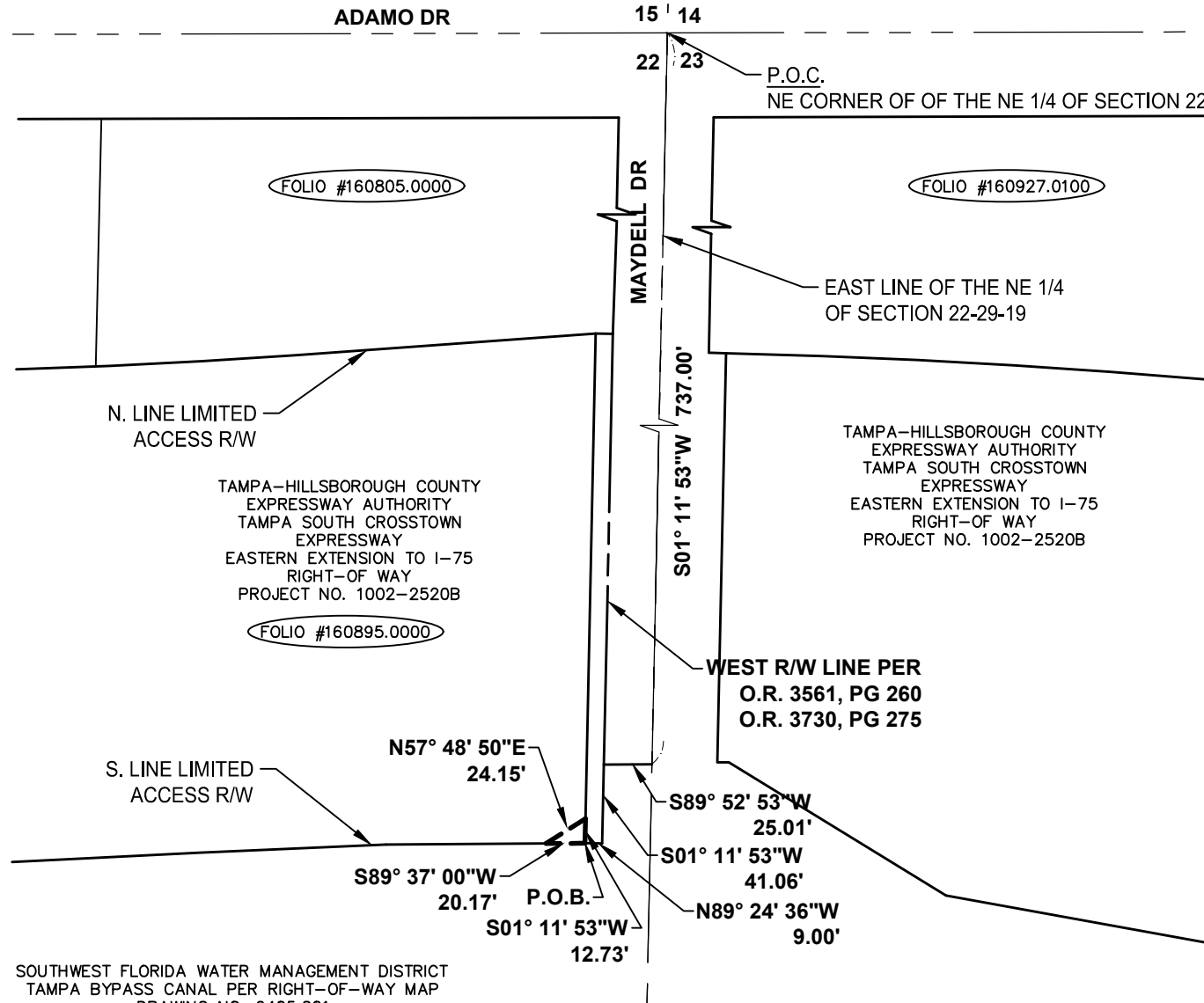
Containing 128 square feet more or less.

Christopher W. Snyder, PSM No.5468
Geospatial & Land Acquisition Services Department
Hillsborough County
601 E. Kennedy Boulevard
Tampa, Florida 33602
(Geospatial Project No. S19-0105)

| |
|---|
| This Description is not complete without the accompanying Sketch sheet 1 through 1. |
|---|

**SECTION 22, TOWNSHIP 29 SOUTH, RANGE 19 EAST
HILLSBOROUGH COUNTY, FLORIDA
PERPETUAL ACCESS EASEMENT #2**

REAL ESTATE PROJECT NO
2019-082-R



IF THERE IS A DISCREPANCY BETWEEN THIS SKETCH AND THE DESCRIPTION, THE DESCRIPTION SHALL CONTROL.

ABBREVIATIONS

AC. = ACRES
ADD. = ADDITION
BDRY = BOUNDARY
COR. = CORNER
E'LY = EASTERLY
FT. = FEET
INC. = INCORPORATED
N'LY = NORTHERLY
NO. OR # = NUMBER
O.R. = OFFICIAL RECORD
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P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
RGE. = RANGE
R/W = RIGHT-OF-WAY
SQ. FT. = SQUARE FEET
SEC. = SECTION
TWP. = TOWNSHIP

BEARINGS AS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF THE NE 1/4 OF 22-29-19 BEARING SOUTH 01°11'53"WEST PER TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY R/W MAP PROJECT NO. 10002-2520 DATED 2/79

THIS SKETCH IS NOT COMPLETE WITHOUT THE ACCOMPANYING DESCRIPTION SHEET 1 THROUGH 1.

THIS SKETCH IS NOT A SURVEY
THIS SKETCH PREPARED BY:

CHRISTOPHER W SNYDER PSM #5468

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



*MAYDELL DRIVE
BRIDGE REPLACEMENT*

| | | | | | | |
|-----------|----|----------|---------------------|-------|-------|--|
| | BY | DATE | FIELD BOOK NO.: N/A | | | GEOSPATIAL SERVICES PROJECT NO. S19-0105 |
| PREPARED: | IL | 08/15/19 | SCALE: N/A | | | |
| CHECKED: | CS | 08/15/19 | 22 | 29 S. | 19 E. | |
| APPROVED: | CS | 08/15/19 | SEC: | TWP: | RNG | SHEET 1 OF 1 |



NOTICE OF INTENDED DECISION

Date: September 20, 2019

Project: East Selmon PD&E ~ Expanded Letter of Interest (ELOI) No.: P-01619

The Evaluation Review Committee met on September 19, 2019, to evaluate and score the proposals and presentations submitted for the above referenced ELOI.

Final ranking and scoring is as follows:

| Rank | Firms | Total Score | Average Score |
|-------------|--------------|--------------------|----------------------|
| 1 | Kimley-Horn | 271 | 90.33 |
| 2 | WSP | 267 | 89.00 |
| 3 | EXP | 263 | 87.67 |
| 4 | RK&K | 233 | 77.67 |

Tampa Hillsborough County Expressway Authority staff intends to recommend approval to negotiate and execute a contract with **Kimley-Horn** at the Authority Board Meeting scheduled for October 11, 2019. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked firm, if necessary.

All notices are posted on the Authority's website (www.tampa-xway.com) and on the DemandStar system.

For questions regarding this notice, please contact the Authority's Procurement Manager, Man Le, Man.Le@tampa-xway.com.

Posting Notice September 20, 2019

Tampa-Hillsborough Expressway Authority
David May
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602

September 25, 2019

Ref: Architectural and Engineering Design Services Proposal for the THEA TMC Building Renovations

Dear David,

Wannemacher Jensen Architects, Inc. (WJA) is pleased to submit this proposal to provide Services for the THEA TMC Building Renovations. This proposal is based upon the following assumptions.

Project Description/Information

Location:

1104 East Twiggs Street, Suite 300
Tampa, Florida 33602

Program and Physical Characteristics:

Approximately 27,727 GSF existing three-story building. The renovation scope will incorporate modifications to the existing buildings operations to include technology, security, and finish improvements within the facility.

Client's Budget for Construction Cost and Delivery Method:

Project delivery method through a third-party Construction Manager (CM). Construction scope to fall below the 50% assessed value of the building with an expected construction value between \$1.85M to \$2.1M.

Scope of Basic Services

The Basic Services below consist of the usual and customary Schematic Design, Design Development, Construction Documents, Permitting/Bidding, and Construction Administration for architectural, mechanical, electrical, plumbing, and fire protection engineering services. Services not set forth in the Scope of Basic Services are considered Supplemental Services.

Task 1: Schematic Design & Building Analysis

Based upon an approved program of spaces the Architect will conduct a building analysis with the engineering consultants and prepare Schematic Design Documents for review and approval. The documents will consist of items necessary to convey the nature of the schematic approach, including a preliminary building plan and other drawings as needed for the Authority's representatives review and feedback.

The Architect will:

1. Coordinate and attend progress meeting(s).
2. Coordinate a site visit with engineering consultants to collect and analyze building data and existing building systems.
3. Review laws, codes, and regulations applicable to the Project.
4. Establish a preliminary construction cost estimate.
5. Prepare preliminary studies and design alternates used to establish a schematic building plan.
6. Submit Schematic Design Documents for Owner's review and approval.

Task 2: Design Development

Based upon the Client's signed approval of the Schematic Design Documents, the Architect will prepare Design Development Documents for review and approval. The Design Development Documents will consist of the documentation necessary to convey the character of the project.

The Architect will:

1. Coordinate and attend progress meeting(s).
2. Meet with engineering design consultants to coordinate systems.
3. Prepare architectural documentation conveying demolition plans, floor plans, finish plans, typical construction details, a reflected ceiling plan and diagrammatical layouts of building systems.
4. Provide interior finish selections (color/material) for Client review that appropriately convey the design concept and meet maintenance, lifecycle performance, safety and budget requirements.
5. Outline specifications that identify the major materials and systems.
6. Submit 50% progress and final Design Development Documents for Owner's approval.

Task 3: Construction Documents

Based upon the Client's signed approval of the Design Development Documents, the Architect will prepare Construction Documents for review and approval. The Construction Documents will consist of detailed Drawings and Specifications that further illustrate and describe requirements for the construction of the work. The Construction Documents will be used for the purpose of bidding, permitting, and construction.

The Architect will:

1. Coordinate and attend progress meeting.
2. Finalize architectural documentation for developed plans, wall sections, elevations, and typical construction details.
3. Finalize interior design documentation for the finish plan, finish elevations, interior signage casework design, specialty ceiling design. and selection of specialty lighting fixtures and finishes.
4. Incorporate interior finish materials selected during the Design Development phase.

Task 4: Assistance with Permitting/Bidding

Following the Client's approval of the Permit Documents, the Architect will assist the Authority/CM with permitting and obtaining bids from subcontractors.

The Architect will:

1. Provide Signed and Sealed paper document sets for the building permit.
2. Provide electronic format (PDF & AutoCAD) set of plans to the Authority and CM
3. Modify documents as required in response to Permit Review comments
4. Respond to questions and provide clarifications and interpretations of the Construction Documents the Authority/CM and prospective subcontractors.

Task 5: Construction Administration

The Architect will provide construction oversight to ensure the project is built according to the Construction Documents. The Architect will assist the CM when conflicts or clarifications are needed. The Architect and Engineers will make periodic site visits to observe construction and follow the progress.

The Architect will:

1. Review CM's pay applications.
2. Attend up to 15 meetings at the project site.
 - a. 3 meetings per month for a total of 5 months.
3. Review of and respond to the CM's submittals and shop drawings within 10 calendar days.
4. Provide telephone and email correspondence as necessary.
5. Respond to the CM's questions and Request for Information within 72 hours, typically.
6. Attend the Substantial Completion walk-through and generate a punch list.
7. Attend the Final Completion Walk-Through and generate a punch list.
8. Review and respond to the CM's prepared as-built drawings.

Supplemental Services

Task 6: Final Programming

Finalize with the Authority's representatives the project goals, size, budget, and objectives to establish a clear scope of work.

The Architect will:

1. Coordinate and attend meetings to assist in establishing the final program.
2. Establish design criteria that identifies the scope of work for the Architect's Basic Services.

Task 7: Furniture, Fixtures, and Equipment (FF&E)

Selection and specification of furniture, fixtures, and equipment including furniture drawings, detailed product descriptions and provision of contract documentation to facilitate the pricing, procurement and installation of furniture.

Furniture Programming

1. Meeting(s) (1 maximum) with the Client to establish furniture programming and budget.
2. Identify potential furniture dealerships of quality for participation in the bidding process.

Preliminary Furniture Selection

1. Research and selection of two options for each piece of furniture.
2. Research and selection of furniture finishes to meet the functional and aesthetic criteria of the project.

3. Prepare cost estimate and lead time requirements for preliminary furniture options.
4. Review of power and data plans to ensure that proposed furniture needs will be properly accommodated.
5. Meetings (1 maximum) with Client to review the preliminary furniture presentation, physical samples of proposed furniture items as available, associated cost, and lead times.
6. Update the Furniture Plans to reflect the actual sizing of proposed furniture options.

Final Furniture Selection

1. One reselection per each furniture item/finish as required. Client feedback from the preliminary furniture presentation will drive the direction of any reselections.
2. Update cost estimate, lead time requirements and warranty information for final furniture.
3. Meetings (1 maximum) with Client to approve final furniture and finish selections, cost, and ordering/shipping timeframes.
4. Update the Furniture Plans to reflect the actual sizing of any reselected furniture options, as required.

Bid Package & Furniture Dealership Selection

1. Prepare one (1) hard copy and an electronic PDF copy of the Furnishing Bid Package to include:
 - a. Furniture & Accessories Procurement Sheets
 - b. Finish Samples
 - c. Final Furniture Plans
 - d. Final Power/Data Plans for coordination.
 - e. Warranty Requirements
2. Distribute Furnishing Bid Package to selected Furniture Dealerships.
3. Respond to written clarification questions from the bidding furniture dealerships during the bidding timeframe.
4. Thorough evaluation of submitted bid proposals.
5. One (1) meeting to review an assessment of the bid proposals and WJA's recommendation for final award with the Authority's representatives.
6. Generate and distribute award letter to selected furniture dealership and non-award letters to remaining bidders.

Procurement, Delivery and Installation

1. Thorough evaluation of final quote, as issued by preferred Furniture Dealership, prior to payment by Client.
2. On-site presence after delivery to identify any damage that may be present for documentation on the furniture vendor's punchlist. We anticipate that this inspection will take up to 1 day(s). If more than 1 day(s) is required, then the fee for this task will need to be adjusted.

Note: This scope does not include the creation of a furniture punchlist by WJA. The preferred Furniture Vendor be responsible for preparing the furniture punchlist.

Task 8: AV/IT/Security Coordination

Our scope of services includes the incorporation of all required interior infrastructure into the documents and coordination with the City's AV/IT and security system vendor to include:

1. Identify quantity, location, cable type, termination hardware, etc. for the voice/data and audio / visual infrastructure.

2. Layout the telecommunications room and associated equipment.
3. Identify quantity, location, cable type, camera type, NVR / DVR type, etc. required to accommodate reconfiguration of the CCTV surveillance system as required.
4. Identification of quantity, location, cable type, hardware, etc. required to accommodate reconfiguration of the access control system as required.

PROPOSED FEES:

The following is a summary of the total fees for all services listed above.

| Task | Scope of Services | Total Fee |
|-------------|---|------------------|
| Task 1 | Schematic Design & Building Analysis | \$41,718 |
| Task 2 | Design Development | \$69,530 |
| Task 3 | Construction Documents | \$97,343 |
| Task 4 | Bidding / Permitting | \$13,906 |
| Task 5 | Construction Administration | \$55,624 |
| | Sub-Total | \$278,121 |
| Task | Supplemental Services | Total Fee |
| Task 6 | Final Programming | \$12,000 |
| Task 7 | Furniture, Fixtures & Equipment (FF&E) | \$5,500 |
| Task 8 | AV/IT/Security Coordination | \$7,000 |
| | Sub-Total | \$24,500 |
| | Total for Design Services | \$302,621 |
| | Estimated Reimbursable Expenses (Allowance) | \$6,000 |
| | Total with Allowances | \$308,621 |

Reimbursable Expenses (Allowance)

Reimbursable expenses are in addition to compensation for Basic and Supplemental, and Additional Services and include expenses incurred by the design team directly related to the Project. Reimbursable expenses include but are not limited to:

1. Printing and Plotting costs incurred by the A/E Design Team for review, team distribution, and Bid & Permit Documents.
2. Courier, Mail and Delivery.
3. Application fees and fees paid to secure approval from authorities with jurisdiction over the Project
4. Transportation and travel
 - a. Mileage at \$0.445 per mile.
5. Renderings, Models, mock-ups, professional photography, and presentation materials
6. Owner requested insurance in excess of that normally carried by the Architect or Architect's Consultants
7. Other similar Project-related expenditures

The Following Services Are Not Included Within This Fee:

- Structural Engineering
- Soils Investigations/Reports
- Surveys -Topographic/Boundary/Vegetation/Improvements/Utilities
- Civil Engineering
- Measured Drawings of Existing Facilities
- Asbestos Consultation/Surveys/Environmental Assessments
- Existing Site Utility Infrastructure Improvements
- Site Lighting Design
- Landscape Architecture & Irrigation Design
- Specialty Consultants: Cost/Scheduling; Elevator; Food Service; Hazardous Material; Hospital/Laboratory; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost and/or Energy (FLEET) Analysis
- LEED Consultation
- Graphic and Signage Design
- Detailed Cost Estimates
- Value Analysis or Value Engineering after 50% Construction Documents
- Documents Prepared for: Alternate Bids Requested by Owner, Change Orders, Multiple Construction Contracts, Record Documents/As-Built
- Prolonged Construction Contract Administration Services
- Construction Phasing or Multiple Bid Submissions
- Threshold Inspections
- Project Representation During Construction Beyond "periodic inspection"
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/Models/Videos
- Changes to Scope, Size or Complexity
- Revisions to Previously Approved Documents

Thanks for the opportunity to propose services for your project. Your signature below will indicate your approval of the Scope of Services, Proposed Fees, and General Stipulations. Please sign, date, and return one copy of this letter to our office. Please call if you have any questions or comments.

Sincerely,
Wannemacher Jensen Architects, Inc.



Jason Jensen, AIA, Principal

Approved:

Signature

Date

Printed Name

General Stipulations

Additional Services Compensation

Additional work outside of the scope stated herein will be billed at hourly rates below or negotiated as a lump sum at the time of the request.

1. If the construction budget or size of the project is increased by the owner more than 5% then an additional A/E fee shall be applied for the increased budget amount.
2. Construction Administration exceeding the limits identified in the Scope of Work

Hourly Rate Schedule

| | |
|--|----------|
| Principals | \$236.00 |
| Associate Architect, Engineer or Registered Designer | \$151.00 |
| Architectural Associate | \$100.00 |
| Administrative | \$75.00 |

Payment Provisions

1. Invoices will be prepared monthly and reflect progress to date. (15 days net).
2. Amounts unpaid 60 days from the invoice date are subject to 1.5% interest - 18% annually.
3. In the event of late payment, WJA may stop work on the project until payment is received. WJA shall not be responsible for any schedule delays due to a stop of work due to late payment.

Proposal Provisions

1. This fee proposal is valid for 90 days. If not accepted by Client within 90 days of the proposal date, fees and hourly rates may need to be adjusted.

Owner's Responsibility

1. Unless identified and included in the Scope of Work and Proposed Fees, the Owner is responsible for providing all project information and restrictions including written program requirements, surveys, utilities, geotechnical evaluations, flood elevation certificates, easements, deed restriction, local ordinances, legal issues, etc. that need to be considered for the design of the project. Program requirements shall include space requirements and relationships, special equipment, systems, and other objectives and requirements.
2. Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the progress and schedule of the Architect's services.
3. Owner shall provide the Architect and its Consultants access to the Project site as reasonably required.

Copyright

The Architect and its Consultants shall be deemed the authors and owners of their respective drawings, specifications, renderings, and other documents and shall retain all common law, statutory, and other rights, including copyrights.

Promotional Materials

The Architect shall have the right to include photographic or design representations of the project as promotional and professional materials. Reasonable access to the completed project shall be given to the Architect and its consultants. Information and materials identified by the Owner in writing as confidential or proprietary shall not be included in the promotional materials. The Owner shall

provide professional credit for the Architect in the Owner's promotional materials and in all news related releases referring to the Project.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to Wannemacher Jensen Architects, Inc. and their consultants, the risks have been allocated such that Client agrees that, to the fullest extent permitted by law, Wannemacher Jensen Architects, Inc. total liability to Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from cause shall not exceed the said fees for the individual project. Such causes include Wannemacher Jensen Architects, Inc. negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Pursuant to Florida State Statute 558.0035, an individual employee or agent of the Design Professional may not be held individually liable for negligence.



Contract Close-Out Report

September 2019

| Contractor | Deliverable | Term | Contract Amount | Total Expenditure | Under/ Over Contract Budget |
|------------------------|-------------------------------|-----------------------------|-----------------|-------------------|-----------------------------|
| Highway Safety Devices | Load Center Upgrades | October 2018 ~ May 2019 | \$190,850. | \$190,850. | Within budget |
| RS&H | Selmon East Feasibility Study | December 2016 ~ August 2019 | \$1,871,226. | \$1,536,480. | Under budget |

**CONTRACT RENEWAL
and
EXPIRATION REPORT
(> \$30,000)**

Report for the month of: **October 2019**

| Project Manager | Firm | Description of Services | Contract Amount | Contract Effective Date | Contract Expiration Date | Term of Contract (Years) | Bid / Renew / End |
|-----------------|---------------------|---------------------------|-----------------|-------------------------|--------------------------|---|--|
| Patrick Maguire | Arthur J. Gallagher | Insurance Broker Services | \$50,000* | 4/4/2016 | 4/3/2021 | 3 Years + 2 additional one-year renewal option | <p>Renew</p> <p>(2nd year renewal ~ April 2020 - April 2021)</p> <p>(1st year renewal occurred ~ April 2019 - April 2020)</p> |

*Broker paid from underwriter premiums not to exceed a total of \$50,000.