

Tampa-Hillsborough County Expressway Authority

Board Meeting Packet

August 24, 2020



1104 E. Twiggs St.
Tampa FL 33602

**Meeting of the Board of Directors
August 24, 2020 - 1:30 p.m.**

Due to the COVID-19, this meeting of the Tampa Hillsborough Expressway Authority (THEA) Board of Directors is a virtual meeting.

If any person wishes to address the Board, please email your presentation to Sue@Tampa-Xway.com. Presentations must be limited to three (3) minutes. There will also be an opportunity to ask to speak at the beginning of the Virtual Board Meeting. However, if you wish to have a presentation, that must be to THEA offices by 4:00 p.m., August 19, 2020. Email Sue@Tampa-Xway.com.

Any person who decides to appeal any decisions of the Authority with respect to any matter considered at its meeting or public hearing will need a record of the proceedings and, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal is to be based.

I. Call to Order

II. Public Input Presentations

III. Consent Agenda

A. Approval of Minutes of the July 22, 2020 Board of Directors Meeting

B. Policy 120.01, Executive Director/Authority Clerk, is being revised to update the job titles for the Authority's senior management positions. - Attachment

IV. Discussion/Action Items

A. Planning Committee – Shaun Oxtal, Chairman

1. Extension of Connected Vehicle (CV) Pilot Deployment – Real World Test Site – Attachment – Bob Frey, Staff

Purpose: Approve Contract Amendment #7 with USDOT to extend federal funding of the CV Pilot Deployment program with a THEA funding match for a duration of 28 months in order to continue with active deployment, investigate the use of cellular technology (CV2X) and incorporate auto manufacturer production connected vehicles in the Pilot program.

Funding: USDOT Funding - \$ 4,266,568.42
THEA Capital Budget - \$2,667,301.80

Action: Requests the Board to approve the amendment of the existing contract with USDOT to extend the CV Pilot Deployment Program for the amount above, not to exceed cost. Contract is subject to final review and approval of THEA General Counsel.

B. Operations & Maintenance Committee – Bennett Barrow, Chairman

1. Construction Engineering Inspection (CEI) Services for the Meridian Pedestrian Lighting - Attachment – Brian Pickard, Staff

Purpose: To procure the services of a CEI Consultant to perform field engineering and testing for the Meridian Pedestrian Lighting Upgrade Project. Negotiations were conducted and finalized with the Consor Engineers consultant team selected previously (Board Meeting on August 26, 2019) for a push-button contract for Minor Design and CEI projects.

Funding: Capital Budget - \$59,718.54

Action: Request the Board to authorize the Executive Director sign a contract with Consor Engineers for \$59,718.54 to provide CEI services for the Upgrades to Meridian Pedestrian Lighting construction. Contract execution is subject to final review and approval of THEA General Counsel.

2. Memorandum of Understanding between THEA and the Central Florida Expressway Authority (CFX) for the processing of E-ZPass Electronic Prepaid Toll Transactions – Attachment– Rafael Hernandez, Staff

Purpose: To allow THEA to enhance its tolling interoperability functions by upgrading the in-lane tolling software and creating an electronic computer interface to exchange toll transactional data with CFX, for the financial clearing of E-ZPass prepaid electronic transactions. The E-ZPass Group is comprised of toll entities stretching across 18 states in the northeast of the United States and operates over 41 million E-ZPass devices currently in circulation.

Funding: Capital Budget - \$149,991

TransCore: \$120,000 - Software Engineering (Lump Sum)

Atkins: \$29,991 – Project Management (Time & Material, not to exceed)

Action: Request the Board to:

- a. Authorize the Executive Director to execute a Memorandum of Understanding with the Central Florida Expressway Authority (CFX) for the processing and clearing of E-ZPass electronic prepaid toll transactions. Contract is subject to review by THEA General Counsel.
- b. Authorize staff to issue a task order in the lump sum amount of \$120,000 for TransCore to design, develop, test and implement an upgrade on THEA's in-lane tolling systems and a new electronic computer interface for the exchange of toll transactional data with CFX. Contract is subject to review by THEA General Counsel.
- c. Authorize staff to issue a task order in the amount not to exceed \$29,991 for Atkins to provide project management support during the design, development, testing and implementation of the new in-lane system upgrade and the electronic computer interface with CFX. Contract is subject to review by THEA General Counsel.

C. Chairman – Vince Cassidy

1. Acceptance of the Board Member's Evaluations of the Executive Director and General Counsel.

V. Staff Reports

A. Operations & Maintenance – Brian Pickard

B. Toll Operations – Rafael Hernandez

C. Finance Update – Amy Lettelleir

D. Public Affairs & Communications – Sue Chrzan

VI. Executive Reports

A. Executive Director – Joe Waggoner

1. Contract Renewal & Expiration report - *Attachment*

B. General Counsel – Amy Lettelleir, Esq.

C. Chairman

1. Upcoming meetings

- THEA Committees as a Whole – Tuesday, September 8, 2020
- THEA Board Meeting – September 21, 2020

VII. Old Business

VIII. New Business

IX. Adjournment

III. A.
CONSENT AGENDA

Approval of Minutes of the July 22, 2020 Board Meeting

DRAFT

Tampa-Hillsborough County Expressway Authority
Minutes of July 22, 2020 Virtual Board Meeting
1104 E. Twiggs Street
Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a virtual public meeting at 1:32 p.m. on July 22, 2020 based in the Authority's Transportation Management Center, 1104 E. Twiggs Street, Tampa, Florida. The following were virtually present:

BOARD:

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

STAFF:

Joe Waggoner, Amy Lettelleir, Robert Frey, Sue Chrzan, Rafael Hernandez, Brian Pickard, Max Artman, Julie Aure, Shari Callahan, Elizabeth Gray, Man Le, Chaketa Mister, Debbie Northington, Lisa Pessina, Anna Quinones, Brian Ramirez, Carl Shack, Judith Villegas

The following registered to attend the virtual meeting:

AJAX PAVING INDUSTRIES OF FL, LLC

Felipe Jaramillo

ATKINS

John Criss, Tom Delaney

BALLARD PARTNERS

Todd Josko, Carlos Ramos

CITY OF TAMPA

Ian Whitney

CONSULT VITRA

Edward Stillo

GEC-HNTB CORP.

Jim Drapp, MacKenzie Clark, Al Stewart

HCP ASSOCIATES

Eric Polins

HDR ENGINEERING

Steve Ferrell, Stefanie McQueen

JP MORGAN

Ben Djounas, Nathaniel Johnson

KIMLEY-HORN

Michael Garau

NELSON MULLINS RILEY

& SCARBOROUGH LLP

Joseph Stanton

PFM FINANCIAL ADVISORS

Brent Wilder, Hope Scarpinato

PLAYBOOK PUBLIC RELATIONS

Sally Dee, Kamila Khasanova, Sarah Lesch

RBC CAPITAL MARKETS

Thomas Carlson

RS&H

Douglas Reed, Richard Tillery

TRACE MANAGEMENT

Stephen Bennett

WSP

Jeff Diemer, Christina Kopp

Registered to attend but have no company affiliation:

Keily Lineric Acevedo, William Agocs, Troy Breaux, Monique Brown, Angel Cintron, Jose Luis

Cruz Rodriguez, Jorge Luis Cruz Velasquez,
Ernesto De Armas Izquierdo, Akash Dhaygude,
Christopher Edge, Christopher Jones, Dariana
Lopez, Melbin Lopez, Donna Obuchowski, Eneidy
Perez, Jose Rodriguez, Elisbretzzy Rosado, Jeffrey
Seward, John Wagenseller

CALL TO ORDER

Chairman Vincent Cassidy called the meeting to order at 1:32 p.m.

CONSENT AGENDA

The Chairman then continued with the Consent Agenda approvals.

- A. Approval of the Minutes of the June 22, 2020 Board Meeting
- B. Task Orders –
 - 1. HI-0051 C-25 HNTB Community Aesthetic Enhancement Support, \$25,000
 - 2. HI-0164 C-09 HNTB Miscellaneous Paving Construction Support, \$15,000
 - 3. HI-0166 D-02 HNTB Gandy Trail & Park Design Support, \$50,000
- C. Change Order Repair of Himes Bridge and Approach Slab, \$290,000
 - 1. Task Order – Contract No. O-00518, South Selmon Expressway Median Safety Improvements, Himes Deck and Approach Slab Emergency Repair - Granite: Approximately \$250,000 (Final Cost to be determined)
 - 2. New Contract – Certified Foundations Inc., Approach Slab Void Repair: Approximately \$40,000 to include Repair and MOT (Final Cost to be determined)
- D. Increase in Funding for Railroad Flaggers with CSX Agreement for the Selmon West Extension - \$208,519. This is a pass-through cost to Kiewit that THEA must first pay to CSX. This Kiewit cost is within the existing budget for the project as awarded.

The Chairman asked for a motion to approve. Commissioner Les Miller moved, and Mr. Bennett Barrow seconded the motion. There was no discussion. A roll call vote was taken, and all Board Members present approved the Consent Agenda items.

The Chairman wanted to take a moment before proceeding with the discussion/action items to thank Commissioner Les Miller and Mayor Jane Castor for doing an outstanding job in leading the community during this historic time and for keeping the community safe.

I.V. DISCUSSION/ACTION ITEMS

A. Project Development & Environment (PD&E) Nebraska – Bob Frey

Mr. Bob Frey introduced a slide showing the beginning and the end project for the Project Development & Environment (PD&E) on Nebraska Avenue. Mr. Frey added that it is a complimentary project to the Twiggs Street Improvement Project geared towards relieving the Reversible Express Lanes (REL) intersection queued during the weekday morning traffic. The PD&E study for Nebraska Avenue is to evaluate the needs, costs, and effects of the construction

improvements which will increase the traffic capacity on Nebraska Avenue from south of Twiggs Street to Cass Street. The funding would come from the capital budget. The action is to request the Board to direct staff to execute a contract with RS&H for PD&E services on Nebraska Avenue in the amount not to exceed \$2.6 million.

The Chairman asked for a motion to discuss. Mr. Shaun Oxtal made the first motion and seconded by Mr. Danny Alvarez. There being no discussion, a roll call vote was made, and the motion carried.

B. Operations and Maintenance Committee

1. Twiggs Street Improvements Design-Build Project – Brian Pickard

Mr. Brian Pickard addressed the Board stating that the purpose of this project is to procure design-build services for the Twiggs Street Improvements Project including all investigations, design, permitting, coordination, construction activities, and the necessary approvals to complete the project from the capital budget. Mr. Pickard requests the Board to approve the recommendation of the Evaluation Committee to shortlist both Letters of Interest submittals for this project to the next phase of procurement. The two submittals were from Ajax Paving Industries of Florida and Cone & Graham. The final contract is subject to review by THEA's General Counsel.

The Chairman called for a motion to approve. Commission Miller first moved, and Mr. Bennett Barrow seconded the motion. With no further discussion, the vote was called by roll call, and the motion carried.

2. Construction Engineering Inspection (CEI) Services for the Twiggs Street Improvements Design-Build Project – Brian Pickard

This next project is to provide Construction Engineering Inspection (CEI) services for the Twiggs Street Improvements Design-Build project as previously presented by Mr. Pickard. The funding would be from the capital budget. The rankings are as follows: EXP U.S. Services, Inc. ranked the highest at 278, followed by H.W. Lochner, Inc. at 261 and KCCS, Inc. at 257. A two-part action requests the Board to approve the recommendations and rankings per the Evaluation Selection Committee. The second action requests the Board to authorize and direct staff to negotiate and execute a contract with the top ranked firm. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked firm. The final contract is subject to review by THEA's General Counsel.

The Chairman called for a motion to approve the selection of recommendations and authorize staff to negotiate and execute a contract with the top ranked firm. Commissioner Miller made the first motion and seconded by Mr. Oxtal. There was no discussion; the vote was called by roll call, and the motion carried.

3. Construction Engineering Inspection (CEI) Services for Selmon West Extension (SWE) – Change order No. 2

Mr. Pickard explained that the purpose of this item is to provide additional capital funding for CEI services for the Selmon West Extension (SWE) Project to cover the costs for the timeframe extension of the project to April 30, 2021. For change order no. 2. Mr. Pickard requests the Board to authorize a change order with Atkins for \$1,929,651 to provide CEI services for the Selmon West Extension project to cover the CEI costs for the extension. The final contract is subject to review by THEA General Counsel. Should construction continue past that date; THEA will request another addendum for the contract.

The Chairman called for a motion to approve. Mr. Barrow moved and Mr. Alvarez seconded the motion. The Chairman asked Mr. Joe Waggoner to explain the initial funding of the roadway contingency bucket and where THEA's finances stand when addendums are required for additional funding.

Mr. Waggoner explains that when discussing future work programs, THEA sets aside a 10% reserve of the construction phase for a project. He continues to explain that it is not exclusively identified in the program but placed in a general major project reserve funds. Therefore, the funding for this type of change are not unexpected and made available because the reserve funds are set up specifically for this purpose and are easily accounted for in the work program.

With no further discussion, the vote was called by roll call, and the motion carried.

C. Public Affairs and Communications Committee

1. Marketing and Communications Services – Sue Chrzan

Ms. Sue Chrzan prefaced by mentioning the last time Marketing and Communications went for a Request for Proposal (RFP) was in 2015. This RFP had 12 respondents and the three highest ranking are as follows: Playbook Public Relations scoring 274, Vistra Communications at 251 and HCP Associates at 222. Ms. Chrzan also noted that all three firms are Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) certified. The three-part action item first requests the Board to approve selection recommended ranking per the Evaluation Selection Committee. Second request is to authorize and direct staff to negotiate and execute a contract with the top ranked firm. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked firm. Third request from the Board is to authorize and direct staff to negotiate and execute a push-button contract with the second and third ranked firms. The final contract is subject to review by THEA General Counsel.

The Chairman asked for a motion. Commission Miller so moved, and Mr. Alvarez seconded the motion. The Chairman asked if there were any discussion, the Mayor answered by recusing. There was some discussion.

The Chairman asked Ms. Amy Lettelleir to confirm if the Mayor can recuse. Ms. Lettelleir asked the Mayor as to why she recused, and the Mayor responded that it was due to personal relationships with the first two ranked firms. Ms. Lettelleir then confirmed that the Mayor may recuse.

With no further discussion, with voting by roll call 6 yea and 1 recusal, the motion carried to approve the three-part request.

The Chairman asked Ms. Chrzan if Playbook Public Relations was Ms. Sally Dee's company. Ms. Chrzan answered yes. The Chairman took a moment to praise Ms. Dee for a job well done delivering a positive message from THEA.

D. Chairman – Vincent Cassidy

1. Acceptance of the Board Member's Evaluations of the Executive Director and General Counsel.

The Chairman announced to postpone the acceptance of the Board Member's evaluations to the next Board Meeting due to pending submittal of all evaluations.

E. General Counsel – Amy Lettelleir, Esq.

1. Annual Board of Director Officer Elections

Ms. Amy Lettelleir asked the Board for their nominations for Chairman, Vice-Chair and Secretary. Commission Miller first moved to have the current officers hold their positions and retain their seats for the pursuing year. The Mayor seconded the motion. The Chairman asked to discuss if any of the Board Members wanted to offer a different slate. Ms. Lettelleir asked for a roll call to vote. The vote was made, 7 of 7 voted and the motion carried.

V. STAFF REPORTS

A. Operations & Maintenance – Brian Pickard

Mr. Pickard initiated his report with the Selmon West Extension project. The first slide shows the casting yard and reported that all casting has been completed with assessments for any repairs to be done, if necessary. As of two weeks ago, which is when the photos were taken, 65% of the segments were placed on the SWE. The two photos shown on the next slide cover the west end of the project with segments ready to be put in place. The next picture shows the east end of the project with the concrete slab work on the steel girders approximately 55% complete and moving along well. The next slide shows a picture of the project on Dale Mabry. On the next slide, one photo shows the project moving over Manhattan Avenue. Mr. Pickard reported that this area in the project was delayed for ten days due to an issue at the bottom of one of the segments that has been resolved. On the next slide is another picture of the west end of the project with segments to be put in place. On the last slide for this portion of the presentation, Kiewit (contractor for the Selmon West Extension) allowed a sneak peak of what the Aesthetic LED lighting project could look like with a view up close, as well as at a distance from a parking

lot nearby incorporating the different lighting color combinations. Mr. Pickard moved on to the South Selmon Safety Project. This project begins north of the SWE project and moving rapidly. Most of the median work has been completed and began most of the structural paving and will be completed by the first weekend of September. The next slide shows the north end of the project. Lastly, Mr. Pickard presented slides showing the Road Rangers Assists Total FY16-FY20 comparison. The purpose was to show the decline in assistance affected by COVID-19 in the second quarter. The next slide shows a color wheel of the different assists the Road Rangers has completed, with the most assistants for vehicles with flat tires and the next category of assists for vehicles running out of gas. This has been a great benefit to drivers utilizing the expressway. The next slide shows a bar graph for the Road Ranger Monthly Assists for FY20 reflecting the decline in assists for April, May, and June due to less drivers on the road.

B. Toll Operations – Rafael Hernandez

Mr. Rafael Hernandez displayed a slide of the customer base for May 2020. Mr. Hernandez further explains that his team, while working remotely, are all operational and continuing to monitor the level of service provided by THEA. For the month of May 2020, total accounts for SunPass and Toll-by-Plate is -29.4% compared to 2019 and the total transactions for SunPass and Toll-by-Plate is -40.5% compared to 2019 all due to the COVID-19. The numbers are monitored daily but is optimistic that the numbers should increase with time as the economy continues to reopen. On the next slide shows the Average Daily Traffic (ADT) for May 2020 accounting for Tuesday, Wednesday, and Thursday to be consistent with Florida Department of Transportation's (FDOT) numbers. The year to year comparison shows for the west end group of -43.0% and the east end group of -37.4%.

C. Financial Update

Ms. Lettelleir presented slides showing an unaudited overview of financial information through May 2020. The budget amounts tracking for an 11-month period for General and Administrative is at 95.5% and for Operations and Maintenance at 98%. Despite the decline in toll revenue during the pandemic, THEA is at 94% for the Total Budget amount for an 11-month period and the debt service coverage is at 1.98x. On the next slide shows unaudited Toll Revenues numbers through June 30, 2020 with ending the fiscal year with \$88,139,959. On the next slide, Ms. Lettelleir gives an update on the progress of the Refunding Series 2012A Bonds. The Finance team has distributed the first draft of the offering documents with comments due today and the draft due on Friday. Ms. Lettelleir expects the virtual Rating Agency presentations planned for the week of August 10th. The current schedule for the Bond Pricing is on August 27th with closing on September 9th. The savings on the Bonds continue to be in the 10-13% range. The Chairman asked about THEA presenting to the rating agencies. Ms. Lettelleir answered that the financial advisors are putting together a presentation that the Finance team will send to the Rating Agency and will host calls with them. A draft will be provided when it is available, and roles will be assigned. Ms. Lettelleir asked the Chairman if he was available to attend. The Chairman answered that he will make himself available and added to make certain there is a THEA background picture of the road provided for virtual calls. Ms. Chrzan confirmed that she has multiple background photos and will send the selection to the Chairman.

The Chairman asked Ms. Lettelleir on when the new Director of Finance would be expected to join the THEA team. Ms. Lettelleir answered that the new director will be joining the first week of September.

VI. EXECUTIVE REPORTS

A. Executive Director (*Joe Waggoner*)

Mr. Waggoner reported the Contract Close-Out Report for Quick Construction on the Morrison Avenue Gateway Construction aesthetic improvements under the Selmon Expressway ending in June. The project was on time and within budget. The community has been very receptive.

Ms. Chrzan gave an update that this project was two (2) years of collaboration with the neighborhood's association. The brick work was well-designed and constructed and encourages everyone to visit the location. The homeowner's association has given positive feedback and are very appreciative.

Mr. Waggoner gave Mr. Frey the open floor to update the Board on THEA receiving additional funds for the CV Pilot project from the United States Department of Transportation (USDOT). Mr. Frey stated that with the additional funds being received by USDOT, will give the opportunity to extend the Connected Vehicle (CV) Project for two (2) more years. His team will be submitting a budget and scope of work to the USDOT. Mr. Frey commended that the Tampa CV Pilot is the only location site providing data to the USDOT. Amidst the pandemic, THEA has been operational and is still providing the data. He also adds that it has been a very good project in cooperation with City of Tampa's Brandon Campbell and Vik Bhide. This project has allowed the opportunity to put THEA and Tampa on the technology map. The collection of data has been submitted to the Federal Communication Commission (FCC) to show that Direct Short-Range Communication (DSRC) can work by the USDOT and ITS-America for determining the future of connected vehicles. Mr. Frey says he will be discussing with Mr. Waggoner in presenting to the Board at the next Board Meeting for a two-year extension with terms of \$4M of USDOT federal funds and THEA providing a \$1.5M funding budget. Mr. Waggoner thanked Mr. Frey for his efforts. The Chairman congratulated Mr. Frey for a job well done and was delighted to know the data has been reported to the USDOT and there is a validation to continue the CV Pilot Project.

B. General Counsel (*Amy Lettelleir, Esq.*)

Ms. Lettelleir has no new report.

C. Chairman (*Vincent Cassidy*)

Upcoming Meetings

The Chairman reported that the Committee Meeting as a Whole will not be needed, therefore cancelled. He asked if Monday, August 24 at 1:30 p.m. for a Board Meeting would conflict with Commissioner Miller and Mayor Castor's schedule. Both confirmed it would not conflict.

VII. Old Business

The Chairman thanked Ms. Chrzan for the press release on THEA's upcoming community enhancements and future job creations in the area. He appreciated the positive message portrayed by THEA. The Chairman also requested Ms. Chrzan for future update on Euclid Avenue and El Prado Boulevard for any conversation made with the community.

VIII. New Business

No report was given.

V. ADJOURNMENT

With no further business to come before the Board, Chairman Cassidy adjourned the meeting at 2:01 p.m.

APPROVED: _____
Chairman: Vincent J. Cassidy

ATTEST: _____
Vice-Chair: Bennett Barrow

DATED THIS 24th DAY of August 2020

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME Castor, Jane		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE Tampa-Hillsborough County Expressway Authority	
MAILING ADDRESS 306 East Jackson Street		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY Tampa	COUNTY City of Tampa	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED July 22, 2020		NAME OF POLITICAL SUBDIVISION: City of Tampa	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Jane Castor, hereby disclose that on July 22, 20 20 :

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____ ;
- ☒ inured to the special gain or loss of my relative, Patterson Ann Cruz Ballard / Playbook ;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

Approval of ranking and negotiation of contracts for Marketing and Communications Services for the Tampa-Hillsborough County Expressway Authority.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

8/3/20

Signature

Jane Castor

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

III. B.

CONSENT AGENDA

Policy 120.01, Executive Director/Authority Clerk, is being revised to update the job titles for the Authority's senior management positions.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY POLICIES & PROCEDURES MANUAL

120.01 Executive Director/Authority Clerk

(a) Executive Director also known as the Chief Executive Officer

The Executive Director shall serve at the pleasure of the Board. The Executive Director shall be responsible for the implementation and enforcement of the Rules found in this Manual. The Executive Director shall also be responsible for the following: maintenance and operation of the Expressway System and Administrative facilities office, maintenance of Authority records, and other duties specified by the Board. The Executive Director may employ other employees as necessary for the administration of duties and functions of the Authority which are delegated to the Executive Director by the Board. The employment agreement between the Executive Director and the Authority shall remain on file at the Authority office.

The Executive Director, or his or her designee, is the custodian of the Authority's funds and permanent records and shall keep and maintain permanent record books and record therein the minutes and formal action of the Authority. The Executive Director is required to keep such records as will reflect the current status of all pending proceedings. All requests for information or submissions shall be made to the Executive Director or his or her designee.

(b) Lines of Authority in Absence of the Executive Director

When the Executive Director is away from the Administrative Office ("Office"), the general operation of the Office should proceed as usual with each senior management staff exercising responsibility for those areas under his or her control.

However, in the event a situation arises where action or decision is required of the type normally made by the Executive Director, the ~~Chief Financial Officer~~ Director of Finance has the authority to act on behalf of the Executive Director.

In the event both the Executive Director and the ~~Chief Financial Officer~~ Director of Finance are away from the Office, the authority to act on their behalf is delegated in the following order depending upon the presence of the individual in the Office: ~~Chief Operations Officer~~ Director of Operations and Engineering, Director of Planning and Innovation, then Director of Public Affairs and Communications. Observing this line of authority will insure continuity of operations and avoid unnecessary delay in the decision-making process.

The individual acting under this delegation may take such action as deemed necessary, dependent upon the circumstances of a particular situation. As soon as possible and practical, the Executive Director shall be informed of any emergency or unusual incident and the action taken.

(c) Senior Management Employee Positions

Responsibilities and duties of the Authority's senior management employee positions (~~Chief Financial Officer~~ Director of Finance, ~~Chief Operations Officer~~ Director of Operations and

[Engineering](#), Director of [Public Affairs and](#) Communications, Director of Planning [and Innovation](#), Director of Toll Operations and General Counsel) are set forth in Section 200 of the Manual.

(Specific authority Part IV, Chapter 348, F.S. and Section 348.52(4)(5))

(Effective Date and Last Amended: ~~January 28, 2013~~[August 24, 2020](#))

Discussion/Action Items

IV. A. 1.

Extension of Connected Vehicle (CV) Pilot Deployment

- Purpose:** Approve Contract Amendment #7 with USDOT to extend federal funding of the CV Pilot Deployment program with a THEA funding match for a duration of 28 months in order to continue with active deployment, investigate the use of cellular technology (CV2X) and incorporate auto manufacturer production connected vehicles in the Pilot program.
- Funding:** USDOT Funding - \$ 4,266,568.42
THEA Capital Budget - \$2,667,301.80
- Action:** Requests the Board to approve the amendment of the existing contract with USDOT to extend the CV Pilot Deployment Program for the amount above, not to exceed cost. Contract is subject to final review and approval of THEA General Counsel.

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☐ New
☒ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

08/10/2020

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** Tampa Hillsborough Expressway Authority

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

59-1022982

*** c. Organizational DUNS:**

1115140920000

d. Address:

*** Street1:** 1104 East Twiggs Street Suite 300

Street2:

*** City:** Tampa

County/Parish:

*** State:** FL: Florida

Province:

*** Country:** USA: UNITED STATES

*** Zip / Postal Code:** 33602-3103

e. Organizational Unit:

Department Name:

Planning

Division Name:

Planning & Innovations

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Mr.

*** First Name:**

Robert

Middle Name:

*** Last Name:**

Frey

Suffix:

Title: Director of Planning & Innovations

Organizational Affiliation:

*** Telephone Number:** 813-272-6740, ext. 203

Fax Number:

*** Email:** BobF@tampa-xway.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

X: Other (specify)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

Non-profit, Public Toll Agency

* 10. Name of Federal Agency:

USDOT

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

* 12. Funding Opportunity Number:

DTFH6116H00025

* Title:

Connected Vehicle Pilot Deployment Extension - Real World Test Site

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Connected Vehicle Pilot Deployment Extension - Real World Test Site

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

14

* b. Program/Project

14

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal

4,266,568.42

* b. Applicant

2,667,301.80

* c. State

* d. Local

* e. Other

* f. Program Income

* g. TOTAL

6,933,870.22

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

* First Name:

Joseph

Middle Name:

* Last Name:

Waggoner

Suffix:

* Title:

Executive Director

* Telephone Number:

813-272-2304

Fax Number:

* Email:

Joe@tampa-xway.com

* Signature of Authorized Representative:



* Date Signed:

8/10/2008

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Executive Director
APPLICANT ORGANIZATION 	DATE SUBMITTED 8/10/20

Discussion/Action Items

IV. B. 1.

Construction Engineering Inspection (CEI) Services for the Meridian Pedestrian Lighting

- Purpose:** To procure the services of a CEI Consultant to perform field engineering and testing for the Meridian Pedestrian Lighting Upgrade Project. Negotiations were conducted and finalized with the Consor Engineers consultant team selected previously (Board Meeting on August 26, 2019) for a push-button contract for Minor Design and CEI projects.
- Funding:** Capital Budget - \$59,718.54
- Action:** Request the Board to authorize the Executive Director sign a contract with Consor Engineers for \$59,718.54 to provide CEI services for the Upgrades to Meridian Pedestrian Lighting construction. Contract execution is subject to final review and approval of THEA General Counsel.



Proposed Staff Months / Hours
Meridian Lighting from Channelside to Twiggs
Contract No. O-00619-CE

Personnel Classifications	Billing Rate With OM	Firm	P 1	P 2	P 3	P 4	C 5	C 6	C 7	C 8	T 9	Total Staff-Months	Straight Time Staff Hours	Overtime Staff Hours	Total Staff Hours
	With Expenses		Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21				
Sr. Project Engineer - Brian McKishnie, PE	\$214.86	CSR	0.02	0.01	0.01	0.01	0.02	0.02	0.02	0.02	0.02	0.15	25		25
Project Administrator - Tony George	\$140.68	CSR	0.10	0.02	0.02	0.02	0.05	0.05	0.05	0.05	0.10	0.46	76		76
Contract Support Specialist - Susan Lunsford	\$106.60	CSR				0.05	0.02	0.02	0.02	0.05	0.10	0.26	43		43
Sr. Inspector - Tracey Massey	\$98.62	CSR					0.60	0.60	0.60	0.20		2.00	330		330
Inspector - Zach Jones	\$66.72	CSR					0.25	0.25	0.10			0.60	99		99
Total Staff Months / Hours												3.47	573	-	573

Legend P = Preconstruction C = Construction T = Post Construction

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES
FOR**

**Construction of Pedestrian Lighting for Meridian Avenue from Channelside Drive to East
Twiggs Street**

THEA Project No. O-00920

SCOPE OF SERVICES - CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

Highway and Pedestrian Lighting on Meridian Avenue from Channelside Drive to East Twiggs Street.

This construction project will upgrade the lighting facilities with these limits as outlined in THEA Project No. O-00920.

2.0 SCOPE:

Provide Construction Engineering and Inspection services as defined in this Scope of Services, Tampa-Hillsborough Expressway General Provisions, the referenced FDOT manuals, and procedures, and applicable state and local government requirements.

The project for which the services are required are:

Description: Highway and Pedestrian Lighting on Meridian Avenue from Channelside Drive to East Twiggs Street.

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the FDOT's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by THEA. Such FDOT manuals, procedures, and memorandums are found at the FDOT's State Construction Office's website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both THEA and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The Consultant services for this Contract shall begin upon written notification to proceed by the THEA. Construction is anticipated to commence in October 2020 and conclude in May 2021. CEI services are anticipated to be required from September 2020 through June 2021.

The Consultant Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the THEA has been issued, the Consultant shall be ready to assign

personnel within two weeks of notification. For the duration of the Project, the Consultant shall coordinate closely with the THEA and the Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of the Contractor's activities.

For estimating purposes, the Consultant will be allowed an accumulation of fourteen (14) working days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on and fourteen (14) calendar days to demobilize after final acceptance of the project.

The anticipated letting schedules and construction times for the project are tabulated below:

<u>Project</u>	<u>Contract Estimate</u>	
	<u>Start Date</u>	<u>Duration</u>
	<u>(Mo/Day/Yr.)</u>	<u>(Days)</u>
Meridian Pedestrian Lighting	09/28/2020	100 (with 140 days of acquisition starting on 09/28/2020)

4.0 DEFINITIONS:

A. Agreement: The Professional Services Agreement between the Authority and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Authority: The Tampa Hillsborough County Expressway Authority or THEA.

C. Contractor: The individual, firm, or company contracting with the Authority for performance of work or furnishing of materials.

D. Department: The Florida Department of Transportation.

E. Construction Contract: The written agreement between the Authority and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

F. Construction Project Manager: The Authority representative assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.

G. Construction Training Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

H. Consultant: The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.

I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

K. Contract Manager: The Authority's Contract manager.

L. Executive Director: The Chief Executive Officer of the Authority.

M. Director of Expressway Operations: The administrator assigned to administer Construction and Maintenance Contracts for the Authority.

N. Communications Director: The Authority's employee assigned to manage the Public Information Program.

O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

P. Landscape Architect of Record: The Landscape Architect noted on the Construction plans as the responsible person for the design and preparation of the plans.

5.0 ITEMS TO BE FURNISHED BY THEA TO THE CONSULTANT:

A. THEA, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specifications
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

B. THEA will allow Consultant access to THEA's computer network as necessary for the transfer of information related to the project.

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 FDOT Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website. <http://www.dot.state.fl.us>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

All computer software and/or associated data shall be input by Consultant vendors, personnel or subconsultants using equipment furnished by the Consultant.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Field Office: N/A

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non- consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement.

6.6 Licensing for Equipment Operations:

The Consultant shall be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by THEA, upon request.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communication related to its responsibilities under this Agreement and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Facilitate communications between all parties (i.e. architectural, electrical, mechanical, materials, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Administrative duties performed under this Agreement relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, THEA will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist THEA representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. THEA recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or THEA to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Contract.

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to THEA, and direct Contractor to correct such observed discrepancies.

The Consultant shall consult with the Construction Project Manager as it deems necessary and shall direct all issues, which exceed its delegated authority to the Construction Project Manager for THEA action or direction.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Contract.

9.2 Survey Control:

The Contractor shall develop and provide all survey control required for this Contract.

9.3 Design Coordination: NOT APPLICABLE

9.4 Project Resident Inspection:

The Consultant shall exercise their independent professional judgment in providing services to monitor and inspect the Contractors on-site construction operations and to inspect all materials entering into the work as required to determine that the quality of workmanship and materials is such that the Project will be completed in a manner which reasonably conforms with the plans, specifications and other contract provisions. The Consultant will monitor off-site activities and fabrication if requested by the Construction Project Manager. The Consultant shall keep detailed accurate records of the Contractor's daily operations and significant events that affect the work.

The standard procedures and practices of THEA for inspection of the Construction project are set out in the Department's CPAM. The Consultant shall perform inspection services in accordance with these standard procedures and practices and other accepted practices as may be appropriate or is a part of this Agreement.

9.5 Sampling and Testing:

The testing program shall be developed per requirements listed in the Construction Contract Scope. The Consultant shall act as verification of the Construction Quality Control Program. The Contractor shall perform Quality Control (QC) level materials sampling as well as QC level inspection. The Consultant work shall address resolution of discrepancies between the QC program and QA (verification) program.

The verification program shall be developed to the extent that it will verify that the materials and workmanship incorporated in the Project are in reasonable conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set out by the FDOT's State Materials Office shall be met. The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

9.6 Engineering Services:

The Consultant shall coordinate the Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to THEA for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of the Contractor activities, interpreting plans, specifications, and special provisions for the Contract, maintaining complete, accurate records of all activities and events relating to the Project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend, within ten (10) days after the Notice to Proceed, a pre-service conference for the Project. The Consultant shall provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the Project. Provide at least one inspector who has successfully completed the "Florida Storm Water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's Inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and guidelines developed by the FDOT.
- (3) Analyze problems that arise on a project and proposals submitted by the Contractor, endeavor to resolve such issues, and process the necessary paperwork.

(4) Produce reports, verify quantity calculations, field measure for payment purposes as needed to prevent delays in Contractor operations and ensure prompt processing of such information in order for THEA to make timely payment to the Contractor.

(5) Prepare and submit to the Construction Project Manager monthly, a Construction Status Report, in a format to be provided by THEA.

(6) Video tape the pre-construction conditions throughout the Project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(7) The Consultant shall have a digital camera for photographic documentation of noteworthy incidents or events to cover the following areas:

- Pre-construction photographs
- Normal and exceptional progress of work
- Critical path activities
- Accidents showing damage
- Unsafe working conditions
- Unusual construction techniques
- Damaged equipment or materials
- Any activity, which may result in claims

These photographs will be filed and maintained on the Consultant's computer. Copies of photographs will be electronically transferred to the CPM at an interval determined by the Senior Project Engineer and the Construction Project Manager.

The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this Project. Photographs shall be taken the days of Conditional, Partial and/or Final Acceptance.

(8) THEA will provide Public Information Services.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Contract No. O-00619-CE.

Unless otherwise approved by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education as submitted to and approved by the THEA Director of Expressway Operations.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis.

CEI SENIOR PROJECT ENGINEER - A Civil, Mechanical or Electrical Engineering degree and registered in the State of Florida as a Professional Engineer with six (6) years of engineering experience [(two (2) years of which are in major road, major civil/site, parks or recreation area construction involving roadway and/or aesthetic lighting)] Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CERTIFICATIONS:

None

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil, Mechanical or Electrical Engineering degree plus two (2) years of engineering experience in construction of major road, major civil/site, parks or recreation areas, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved lighting construction of major road, major civil/site, parks or recreation areas, etc.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

FDOT Advanced MOT

CERTIFICATIONS:

None

OTHER:

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge, civil/site, parks, and/or recreation area construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge, civil/site, parks/recreation area CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following documented experience as required by the scope of work for the project:

QUALIFICATIONS:

Demonstrated construction inspection and materials testing experience in concrete, lighting and other areas necessary for this particular project.

CERTIFICATIONS:

N/A

OTHER:

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years' experience in construction inspection, one (1) year of which shall have been in civil/site, parks/recreation area and/or roadway construction inspection, plus the following:

FDOT Intermediate MOT

Demonstrated construction inspection and materials testing experience in lighting and other areas necessary for this particular project.

CERTIFICATIONS:

Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Or a Civil Engineering degree with relevant documented experience. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until THEA has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 CERTIFICATION OF FINAL ESTIMATES:

11.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to THEA.

11.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II or have demonstrated documented equivalent experience.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to FDOT procedures.

11.3 Offer of Final Payment:

The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

12.0 OTHER SERVICES:

Upon written authorization by the THEA Director of Expressway Operations or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by THEA to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

13.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

14.0 THIRD PARTY BENEFICIARY:

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

15.0 THEA AUTHORITY:

THEA shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

Discussion/Action Items

IV. B. 2.

Memorandum of Understanding between THEA and the Central Florida Expressway Authority (CFX) for the processing of E-ZPass Electronic Prepaid Toll Transactions

- Purpose:** To allow THEA to enhance its tolling interoperability functions by upgrading the in-lane tolling software and creating an electronic computer interface to exchange toll transactional data with CFX, for the financial clearing of E-ZPass prepaid electronic transactions. The E-ZPass Group is comprised of toll entities stretching across 18 states in the northeast of the United States and operates over 41 million E-ZPass devices currently in circulation.
- Funding:** Capital Budget - \$149,991
TransCore: \$120,000 - Software Engineering (Lump Sum)
Atkins: \$29,991 – Project Management (Time & Material, not to exceed)
- Action:** Request the Board to:
- a. Authorize the Executive Director to execute a Memorandum of Understanding with the Central Florida Expressway Authority (CFX) for the processing and clearing of E-ZPass electronic prepaid toll transactions. Contract is subject to review by THEA General Counsel.
 - b. Authorize staff to issue a task order in the lump sum amount of \$120,000 for TransCore to design, develop, test and implement an upgrade on THEA's in-lane tolling systems and a new electronic computer interface for the exchange of toll transactional data with CFX. Contract is subject to review by THEA General Counsel.
 - c. Authorize staff to issue a task order in the amount not to exceed \$29,991 for Atkins to provide project management support during the design, development, testing and implementation of the new in-lane system upgrade and the electronic computer interface with CFX. Contract is subject to review by THEA General Counsel.

MEMORANDUM OF UNDERSTANDING

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

and

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

(E-ZPass Transactions Processing)

The Tampa-Hillsborough County Expressway Authority, a body politic and corporate and an agency of the state existing under and by virtue of Chapter 348, Part II, Florida Statutes and other applicable laws of the State of Florida (hereinafter “THEA”) and the Central Florida Expressway Authority, a body politic and corporate, an agency of the state existing under and by virtue of Chapter 348, Part III, Florida Statutes and other applicable laws of the State of Florida (hereinafter “CFX” and together with THEA, collectively, the “Parties”) hereby enter into this Memorandum of Understanding (this MOU”) as of the date indicated, as follows:

1. **Purpose.** This is a MOU intended to outline the general understanding of the parties regarding the implementation by CFX of electronic toll processing of E-ZPass transactions on THEA facilities by CFX (the “Program”), all as described in more detail in the attached **EXHIBIT “A”**. The Parties acknowledge and agree that this MOU is expressly subject to the applicable business rules of E-ZPass.

2. **Mutual Cooperation.** The parties shall mutually cooperate with each other to develop and implement the Program, including, without limitation, providing access to the THEA facilities for the installation of any equipment and performing any tests associated with processing E-ZPass transactions. The Parties shall designate in writing appropriate points of contact within their respective organizations for the Program. The Parties shall mutually agree on responsibility for any costs and expenses associated with the Program.

3. **Mutual Hold Harmless.** The Parties hereto do hereby agree to hold each other harmless from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) (collectively, “Losses”), which arise from or are in any way connected with any Losses in connection with the implementation of the Program, including but not limited to, (a) injury to property or other interests of the Parties or any third party, including without limitation, E-ZPass; (b) violation of Applicable Law (defined herein); (c) strict liability imposed by Applicable

Law; or (d) breach of confidentiality or data security obligations with respect to the Program.

4. MUTUAL LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HERETO SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND REGARDLESS OF WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR UNRECOVERED OVERHEAD.

5. Applicable Law. This MOU shall be subject to and construed in accordance with the applicable laws of the State of Florida ("Applicable Law").

6. Effective Date; Termination and Intent.

(a) This MOU shall be dated and shall become effective upon execution by the last party to sign, and once the Program is implemented, this MOU may be terminated by either Party upon reasonable prior written notice to the other Party hereto.

(b) The terms and provisions of this MOU shall apply and be controlling amongst the Parties hereto until such time as this MOU is amended or superseded by a subsequent written memorandum or agreement between the Parties, or until this MOU is terminated.

The parties have executed this Memorandum of Understanding on the date listed below.

**CENTRAL FLORIDA
EXPRESSWAY AUTHORITY**

**TAMPA-HILLSBOROUGH
EXPRESSWAY AUTHORITY**

By: _____
Laura Kelley,
Executive Director

By: _____
Joseph Waggoner
Executive Director

Date: _____

Date: _____

EXHIBIT “A”

E-ZPASS TRANSACTION PROCESSING PROGRAM

[See Attached]

DRAFT



Automated Interface with CFX for exchange of Toll Transactions

Purpose:

The purpose of this quotation is for TransCore to provide THEA with the Scope and Cost associated with TransCore Software Engineers to setup an automation of an interface with CFX for exchange of Toll Transactions.

Scope:

TransCore's scope will include the following:

1. Modify THEA's in-lane software to remove the limitation of Transponder IDs in the POSI list, current limit is at 15M, if possible, THEA would like to target the new limit to be 100M IDs.
2. Create data base tables and modify TOBS' UFM software scripts to intercept THEA UFM's matching CFX provided Transponder/Plate list and send those UFM's to CFX for processing, bypassing CCSS.
3. For CFX's provided IAG transponder IDs, develop code to integrate those transponder IDs received from CFX into THEA's POSI data base table.
4. Develop code to insert transponder read in the transaction message whether it is in the POSI list or not. This will ensure that the transponder ID is inserted in the video transaction record if it is not found in the POSI table.

Description of Scope Items:

- Establishing build server at TransCore Tampa office (2 days)
- Identifying base builds for IC, LC, and VESIS servers and copying to Tampa build server (2 days)
- Track down and capture all hotfixes deployed into production for IC, LC, and VESIS and exclude ORT Concentrator specific code (4 days)
- Development, testing, and deployment for supporting IAG tags, CFX tags, and 100M tag limit updates (15 days)
- Merge code bases into single code base and update install / deployment scripts (6 days)
- Select version control system and set up for use with code base including user access (2 days)
- Conduct training for version control system and establish procedures for managing code checking and creating builds (3 days)
- Testing between THEA and CFX for the new processes (4- 6 weeks)
- Create a financial reconciliation report for transactions sent from THEA to CFX (2 days)

Pricing:

This task will be a lump sum amount invoiced in accordance with the schedule of values as included herein. Pricing is valid for a period of 30 days from the receipt of the proposal.

Lump Sum Price:

\$120,000.00

Two Software Developers will be dedicated to this task and it will take approximately 12 weeks to complete.



Notes:

The version control setup and setting up a build environment will take approximately 3 – 4 weeks. This needs to be done before TransCore can start development task for the CFX effort.

Schedule of Values:

Design (10%):	\$12,000.00
Development (60%):	\$72,000.00
Deployment (20%):	\$24,000.00
Testing (10%):	\$12,000.00

Automated Interface with CFX for exchange of Toll Transactions
Project Support
FY20-FY21

Atkins Scope of Service

Automated Interface with CFX for exchange of Toll
Transactions

Contract T-00156-A

Task 21

Capital Program

August 4, 2020

Automated Interface with CFX for exchange of Toll Transactions

Project Support

FY20-FY21

I. Scope of Services

Atkins will provide program management support to the Director of Toll Operations for Automated Interface with CFX for exchange of Toll Transactions and related capital work elements as described below.

A. Project Approach

The project will include the following elements:

1. Project management support

Atkins will provide project management and oversight support for the development, implementation of the Automated Interface with CFX for exchange of Toll Transactions by the THEA and its developers.

As Atkins understands, Tampa Hillsborough Expressway Authority (THEA) has entered into a program to develop and interface with CFX to develop and automated interface for the exchange of toll transactions. TransCore will be designing, testing, documenting and delivering the solution for THEA. Atkins will be supporting the project by overseeing the process and testing.

The scope provided by TransCore will include:

1. Modify THEA's in-lane software to remove the limitation of Transponder IDs in the POSI list, current limit is at 15M, if possible, THEA would like to target the new limit to be 100M IDs.
2. Create data base tables and modify Tolling Operations Back Office System (TOBS) UFM software scripts to intercept THEA UFM's matching CFX provided Transponder/Plate list and send those UFM's to CFX for processing, bypassing CCSS.
3. For CFX's provided IAG transponder IDs, TransCore will develop code to integrate those transponder IDs received from CFX into THEA's POSI data base table.
4. Develop code to insert transponder read in the transaction message whether it is in the POSI list or not. This will ensure that the transponder ID is inserted in the video transaction record if it is not found in the POSI table.
5. TransCore will provide all testing between THEA and CFX for the new code.
6. TransCore will set up version control and build the environment for the effort.

The project will be designed, developed, tested, integrated and maintained by TransCore.

a. Program Management Support for Toll Discount Program

Atkins will provide Project Management support of the process and actions related to the Automated Interface with CFX for exchange of Toll Transactions design and implementation and interface to the existing Tolling Operational Back Office System (TOBS). This will include Atkins support to THEA related

Automated Interface with CFX for exchange of Toll Transactions

Project Support

FY20-FY21

to the coordination of teams developing interfaces between the existing TOBS and the team developing the new interface.

Atkins will coordinate regular project status calls and meetings, providing meeting notes, tracking action items, and resolution related to the work. (It is estimated that there will be up to four (4) project status meetings per month over the course of the project (4 mos.) and that these will be conducted by phone. Atkins has not made allowance for travel time to meet at THEA offices).

Atkins will monitor and track schedules developed by TransCore and CFX efforts to ensure the project team remains focused on the implementation. It is assumed that the Developers create their own work schedules to plan and manage their own project work activities. The schedules prepared by Atkins will be based on program schedule information provided by the Developers based on their own work activities.

Atkins will support project management through the use of JIRA as provided by THEA. Atkins will create JIRA tickets and monitor status of ticket resolution to ensure the project activities are well defined and documented.

It is anticipated that rather than a highly formal process, a more collaborative “Agile” -type design process approach will be used by the Developers. The project design and testing phases are anticipated to have a duration of 4 months, from 9/1/2020 – 2/1/2020.

b. Quality control

Atkins deliverables will go through a review process to ensure accuracy of documents submitted to THEA.

c. Documentation support

It is also anticipated that the Developers will provide enough design documentation to memorialize the system design, changes from the legacy system, as approved and implemented. Atkins will review design documentation delivered by the Developers and make comments as necessary. It is estimated there will be up to 1 design documents submitted for review. Atkins is not anticipating developing any project documentation based on the fee budget.

Automated Interface with CFX for exchange of Toll Transactions

Project Support

FY20-FY21

2. Support for & Oversight of Toll System Testing

Atkins will provide support during the testing phase, with an anticipated duration of 4-6 weeks months, toward the end of the project.

a. Test Plan review

During this time, Atkins will provide technical expertise in reviewing the developers test documents and advisory services to THEA related to the testing. (It is estimated there will be 1 test documents, and 1 review cycles).

b. Testing Support

Additionally, Atkins will observe and record only failure observations and the action items from the developer conducted testing. This applies only to the developers work, not CFX's, including integration to the TOBS, and other affected systems and equipment. Atkins has estimated only 1 test cycle, without retesting. If retesting is required, Atkins may be required to request additional budget depending on the extent of the effort.

Additionally, Atkins will review and comment on developer provided test reports and will support the resolution of noted deficiencies to be corrected by the developers.

II. Project Management

The Atkins team will be led by Tom Knuckey as Project Manager, and will include support, as needed, for various Atkins resources.

Nicole Villegas will serve as Atkins lead technical resource for project coordination and JIRA tracking. Additional resources may include Amy Aamold for testing observation support and documentation, Kit Hopkins for coordination, and an Atkins QC resource.

Staffing may change depending on THEA needs and Atkins resource availability.

III. Schedule

A high-level summary schedule is not yet available, but the effort is indicated to take approximately 12 weeks. Fee Summary

It is understood that this is time and materials task order and that all fee information is estimated based on the stated number of hours of support. The hours indicated in the fee are estimates and should not be considered to represent actual hours as the project develops. Hours are used to estimate the project fee. This estimate is limited based on current information and should the project needs increase or

Automated Interface with CFX for exchange of Toll Transactions

Project Support

FY20-FY21

change beyond what can be foreseen, the project budget may need to be changed. Atkins is committing to providing appropriate resources; however, individual resources and hours may change throughout the project. Atkins support is limited to the total dollar budgeted amount indicated below. Additional work beyond the budgeted amount will require additional funding. Atkins will not exceed the fee amount without THEA advanced approval.

TOTAL FEE SUMMARY ATKINS Tampa Hillsborough Expressway Authority (THEA) Contract T-00516-A Task 21 - Automated Interface with CFX PM Support					
Task	Est. Hours	Subconsultant Fee	Atkins Fee	Total Fee	
Task 21 - Automated Interface with CFX PM Support	188	\$ -	\$ 29,991.00	\$	29,991.00
TOTAL		188	0	\$29,991	\$29,991
Subconsultant - Non SBE Participation			0%		
Subconsultant - SBE Participation			0%		

TOTAL FEE SUMMARY
ATKINS
Tampa Hillsborough Expressway Authority (THEA)
Contract T-00516-A
Task 21 - Automated Interface with CFX PM Support

Task	Est. Hours	Subconsultant Fee	Atkins Fee	Total Fee
Task 21 - Automated Interface with CFX PM Support	188	\$ -	\$ 29,991.00	\$ 29,991.00
TOTAL	188	0	\$29,991	\$29,991
Subconsultant - Non SBE Participation		0%		
Subconsultant - SBE Participation		0%		

TASK COST SUMMARY

ATKINS

Tampa Hillsborough Expressway Authority (THEA)

Contract T-00516-A

Task 21 - Automated Interface with CFX PM Support

Task 21 - Automated Interface with CFX PM Support

Project Classification	Rate	Hours	Cost
Principal-In-Charge	\$ 119.62	0	\$ -
Project Manager	\$ 105.42	52	\$ 5,481.59
Sr. Advisory Consultant	\$ 95.74	0	\$ -
Sr. Advisory Consultant	\$ 95.74	0	\$ -
Project Director	\$ 114.79	0	\$ -
Sr. Analyst/Designer/ Engineer III	\$ 64.93	32	\$ 2,077.76
Sr. Analyst/Engineer V	\$ 82.20	0	\$ -
Engineer I	\$ 29.42	0	\$ -
Sr Public Info Specialist	\$ 50.51	0	\$ -
Coordinator	\$ 48.76	0	\$ -
Engineer II	\$ 32.37	96	\$ 3,107.52
Engineer I	\$ 33.04	8	\$ 264.35
Total Direct Labor		188	\$ 10,931.22
Overhead*	132.41%		\$ 14,474.03
Operating Margin	35.50%		\$ 3,880.58
Fixed Capital Cost of Money	0.05%		\$ 5.57
Direct Expenses**	0.00%		\$ 700.00
** misc reimbursable			
Subtotal			\$ 29,991.40
Rounded			\$ 29,991.00
% of Total Fee			
Subconsultants (SBE)		0%	\$ -
(Subconsultant SBE-1)	\$ -		
Subconsultants (Non-SBE)		0%	\$ -
(Subconsultant Non-SBE-1)	\$ -		
(Subconsultant Non-SBE-2)	\$ -		
TOTAL COST			\$ 29,991.00
Use			\$ 29,991.00

TASK MAN-HOUR ESTIMATE
ATKINS
Tampa Hillsborough Expressway Authority (THEA)
Contract T-00516-A
Task 21 - Automated Interface with CFX PM Support

1. Project Management (5 mos.)
 Coordination and reviews (5@4hr)
 weekly meeting and notes 4mo x 4 mtg x 2 hr
2. Staffing and travel
 Testing review via TEAMS meeting 1 cycle

Total Hours

<i>Task 21 - Automated Interface with CFX PM Support</i>												
<i>Principal-In-Charge</i>	<i>Project Manager</i>	<i>Sr. Advisory Consultant</i>	<i>Sr. Advisory Consultant</i>	<i>Project Director</i>	<i>Sr. Analyst/Designer/Engineer III</i>	<i>Sr. Analyst/Engineer V</i>	<i>Engineer I</i>	<i>Sr Public Info Specialist</i>	<i>Coordinator</i>	<i>Engineer II</i>	<i>Engineer I</i>	<i>Total</i>
<i>TD</i>	<i>TK</i>	<i>RB</i>	<i>DE</i>		<i>AA</i>	<i>DM</i>				<i>NV</i>	<i>KH</i>	
0	36	0	0	0	0	0	0	0	0	32	8	76
	20										8	
	16									32		
0	16	0	0	0	32	0	0	0	0	64	0	112
	16				32					64		
0	52	0	0	0	32	0	0	0	0	96	8	188

CONFIDENTIAL INFORMATION

2020-2021 Wage Rates - ATKINS Contract T-00516-A				
Tampa Hillsborough Expressway Authority (THEA)				
ATKINS RATE SCHEDULE			EXHIBIT C	
Project Function	Employee Name		Employee No.	2020-2021 Contract Billing Wage Rate
Principal-In-Charge	Tom	Delaney	16474	\$ 119.62
Sr Manager				\$ -
Project Manager	Tom	Knuckey	8481	\$ 105.42
Project Director	Jeffrey	Bagdade	26497	\$ 86.57
	Rami	Harb	25969	\$ 84.85
	Juan	Kuthy Saenger	502629	\$ 114.79
				\$ -
Sr. Advisory Consultant	Don	Erwin	7285	\$ 95.74
				\$ -
Sr. ITS Project Mgr	Andrea	Garcia	26742	\$ 66.85
				\$ -
Sr Public Info Specialist	Elizabeth	Story	27012	\$ 50.51
Sr. Analyst/Engineer V	Dave	McCoy	6426	\$ 82.20
				\$ -
Sr. Analyst/Engineer IV	Dean	Kohr	24647	\$ 103.25
	Bob	Lagatta	20171	\$ 89.60
	Allen	Beck	19986	\$ 80.65
Sr. Analyst/Designer/Engineer III	Paul	Mannix	15909	\$ 79.48
	Amy	Aamold	504371	\$ 64.93
	Randi	Oldham	27083	\$ 78.79
	Rafael	Velazquez	504756	\$ 52.88
Sr. Analyst/Engineer II	Luis	Hevia	501785	\$ 71.68
	Willam (Acey)	Roberts	502003	\$ 58.94
	Maryelen	Samitas	21945	\$ 51.72
Sr. Analyst/Engineer I	Chris	Russo	23611	\$ 51.06
Coordinator	Patrick	Lockhart	18848	\$ 48.76
	Steve	Pickett	21554	\$ 53.48
	Karen	England	15622	\$ 34.37
	Sheri	Lynch	20093	\$ 38.69
				\$ -
Engineer II	Nicole	Villegas	503076	\$ 32.37
Engineer I	Lexi	Thomson	504202	\$ 29.42
	Steven	Craig	505031	\$ 29.81
Analyst/Engineer	Mark	Lucas	26330	\$ 40.59
	Todd	Flemister	18535	\$ 29.48
Technician/Designer	Norma	Villafana	23586	\$ 42.31
	Rebecca	Rourk	26175	\$ 44.85
				\$ -
Admin / Clerical	Kit	Hopkins	14916	\$ 33.04
				\$ -

VI. A. 1.

Executive Reports

Executive Director – *Joe Waggoner*

Contract Renewal & Expiration Report

THEA Executive Director's Summary Report
for Contract Increases on
Continuing Contracts

Reporting Month: **August 2020**

Contract Number	Contractor/ Consultant Name	Contract Name	Authorized Contract Amount	Change Order Number	Change Order Amount	Change Amount		Cumulative Contract Change Amount Above Authorized Contract Amount	Change Description
						> 5%	>\$30,000		
O-02119	Gosalia Concrete Constructors	Selmon Expressway 22nd Street & 50th Street Ramp Concrete Reconstruction & Resurfacing	\$2,396,060	1	\$ 173,672	√	√	\$ 2,569,732	Per FDOT's Request, Additional Work ~ 22nd St. EB Exit Ramp Added Drainage, Stabalization, Embankment, Concrete, Signage, and Striping
O-02119	Gosalia Concrete Constructors	Selmon Expressway 22nd Street & 50th Street Ramp Concrete Reconstruction & Resurfacing	\$2,396,060	2	\$ 29,590			\$ 2,599,322	Mainline Emergency Repair Work

Note:

An additional \$105,000 will be paid in accordance with the original contract for achieving an incentive for reduced lane closures, bringing the total authorized contract amount to \$2,704,322.

This report was produced in accordance with THEA Procurement Policy 501.00, Approval Thresholds.

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

Report month: **August 2020**

Project Manager	Firm	SBE	Description of Services	Contract Effective Date	Contract Expiration Date	Term of Contract (Years)	Bid / Renew / End
Amy Lettelleir	Rivero, Gordimer & Company, P.A.	Yes	Financial Audit Services	02/26/18	02/25/21	3 Years + 2 additional one-year renewal option	Renew (1st year renewal ~ Feb. 2021 - Feb. 2022)

VI. C. 1.
Executive Reports

Chairman – *Vincent Cassidy*

Upcoming Meetings



2020 Board Meeting Schedule

Month	Meeting	Date	Time
January	Board Committees as a Whole	1/13/2020	Cancelled
	Board Meeting	1/27/2020	1:30 p.m.
February	Board Committees as a Whole	2/10/2020	Cancelled
	Board Meeting	2/24/2020	Cancelled
March	Board Committees as a Whole	3/9/2020	1:30 p.m.
	Board Meeting	3/23/2020	Postponed 4/6/2020
April	Board Committees as a Whole	4/13/2020	Cancelled
	Board Meeting	4/27/2020	Cancelled
May	Board Committees as a Whole	5/4/2020	1:30 p.m.
	Board Meeting	5/18/2020	1:30 p.m.
June	Board Committees as a Whole	6/8/2020	Cancelled
	Board Meeting	6/22/2020	1:30 p.m.
July	Board Committees as a Whole	7/13/2020	Cancelled
	Board Meeting	7/22/2020	1:30 p.m. Revised Date
August	Board Committees as a Whole	8/10/2020	Cancelled
	Board Meeting	8/24/2020	1:30 p.m.
September	Board Committees as a Whole	9/8/2020	1:30 p.m. Tuesday
	Board Meeting	9/21/2020	1:30 p.m.
October	Board Committees as a Whole	10/12/2020	1:30 p.m.
	Board Meeting	10/26/2020	1:30 p.m.
November	Board Meeting	11/16/2020	1:30 p.m.
December	Board Meeting	12/14/2020	1:30 p.m.

All meetings are on Monday unless otherwise noted