

Tampa-Hillsborough County Expressway Authority

Board Meeting Packet

November 16, 2020



First Floor Boardroom  
1104 E. Twiggs St.  
Tampa FL 33602

**Meeting of the Board of Directors  
November 16, 2020 - 1:30 p.m.**

If any person wishes to address the Board, a sign-up sheet has been provided at the entrance of the meeting room. Presentations must be limited to three (3) minutes. When addressing the Board, please state your name and address and speak clearly into the microphone. If distributing additional backup materials, please furnish 10 copies for the Authority Board Members and staff. 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, Invocation and Pledge of Allegiance**

**II. Public Input Presentations**

**III. Consent Agenda**

**A. Approval of Minutes of the October 26, 2020 Board of Directors Meeting**

**IV. Discussion/Action Items**

**A. Planning Committee – Shaun Oxtal, Chairman**

**1. East Hillsborough Improvements Review and Management Support**

*Attachment – Bob Frey, Staff*

**Purpose:** To assist THEA staff in reviewing projects along the Selmon Expressway System that require coordination and collaboration with local and state peer agencies, as well as potentially the private sector. These projects ultimately provide safer and more efficient operations, along with supporting regional transportation and economic goals. Currently, THEA is involved with several initiative that qualify for such support:

- 1- Selmon Expressway/US 301- Southwest Quadrant Development
- 2- Port Tampa Bay- Channelside Drive Access

**Funding:** Capital Budget \$75,000

**Action:** Request the Board to authorize THEA staff to execute task order with HNTB in the amount not to exceed \$75,000 for study review, project management, and quality control support for Selmon System Regional Improvement Review.

**B. Operations & Maintenance Committee – Bennett Barrow, Chairman**

**1. Construction, Engineering and Inspection (CEI) Consultant for Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US 301 – Attachment – Brian Pickard, Staff**

**Purpose:** To procure the services of a CEI Consultant to perform field engineering and testing for the replacement of failing asphalt on the expressway mainline and ramps. This work necessitates the loop replacement in some of the ramps and the west toll plaza gantry. Negotiations were conducted and finalized with Consor Engineers, LLC selected previously (Board Meeting on August 26, 2019) for push-button contracts for Minor Design and CEI projects.

**Funding:** Capital Budget \$251,000

**Action:** Request the Board to authorize the Executive Director sign a contract with Consor Engineers for \$251,000 to provide CEI services for the Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US301. Contract execution is subject to final review and approval of THEA General Counsel.

**2. Construction of Miscellaneous Paving on Ramps and Mainline at Select Locations Between Euclid and US 301. – Attachment - Brian Pickard, Staff**

**Purpose:** To replace areas of asphalt on the expressway mainline and ramps that are failing. This work necessitates the loop replacement in some of the ramps and the west toll plaza gantry.

**Funding:** Capital Budget \$1,579,000

**Action:** Requests the Board to approve the selection of Hubbard and Construction and authorize and direct staff to negotiate and execute a contract with Hubbard Construction in the amount of \$1,579,000 for the Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US301. Contract execution is subject to final review and approval of THEA General Counsel.

<b>Firms</b>	<b>Amount</b>
Hubbard	Bid \$1,579,000
Ajax	Bid \$1,589,589
Preferred Materials	Bid \$2,586,037

### 3. Security Officer for TMC – Attachment- *Brian Pickard, Staff*

**Purpose:** To have a Security Officer at THEAs front door during the Building Renovations to ensure our staff and the Contractor are safe.

**Funding:** Administrative Budget \$40,000

**Action:** Request the Board to approve the selection of Valid Protection Services and authorize and direct staff to negotiate and execute a contract with Valid Protection Services in the amount of \$976.25 per week for Security Services during THEA’s Headquarters Building Renovations. Contract execution is subject to final review and approval of THEA General Counsel.

<b>Firms</b>	<b>Amount</b>
Valid Protection Services	Bid \$976.25 Weekly
Guardian Security Agency	Bid \$997.15 Weekly
Signal 88 Security	Bid \$1,506 Weekly

## C. General Counsel – *Amy Lettelleir, Esq.*

### 1. Update Policy 501.00 Approval Thresholds- *Attachment*

**Purpose:** Increasing the Executive Director’s approval threshold for construction and services contracts from \$30,000 to \$50,000

**Action:** Adoption of Policy 501.00 as amended.

**D. Chairman- Vince Cassidy / Joe Waggoner**

**1. Government Relations & Lobbyist Services – Attachment**

**Purpose:** To provide regional, state and federal legislative consulting and government relations services for or on behalf of THEA.

**Funding:** Administrative Budget \$365,000

**Action:** Requests the Board:

- a) Approve ranking of Evaluation Committee for government relations and lobbyist services.

Rank	Firms	Total Score	Average Score
1	Corcoran Partners	295	98.33
2	Potomac Partners DC	197	65.67
3	The Consilio Group	150	50

- b) Authorize and direct staff to negotiate and execute contracts with the highest ranked proposer in total amount not to exceed \$365,000. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked proposer. Contracts are subject to review and approval of THEA General Counsel.
- c) Authorize and direct staff to negotiate and execute a additional single service contracts with the second and third ranked firms. Contracts are subject to review by THEA General Counsel.

**2. Amended and Restated Memorandum of Agreement to the Memorandum of Agreement between the Parties dated November 21, 2016- Attachment**

**Purpose:** The Amended and Restated Memorandum of Agreement vests THEA with ownership, operations and maintenance responsibilities for all portions of the Selmon West Extension project improvements. This would include the portions of the facility that are located in FDOT right of way.

**Funds:** Operating Budget \$51,000

**Action:** Requests the Board to authorize the Chairman to execute the Amended and Restated Memorandum of Agreement on behalf of the agency.

## **V. Staff Reports**

- A. Operations & Maintenance – Brian Pickard
- B. Toll Operations – Rafael Hernandez
- C. Finance Update – Jeff Seward
- 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 Board Meeting December 14, 2020
    - THEA Board Meeting 2021 Schedule

## **VII. Old Business**

## **VIII. New Business**

## **IX. Adjournment**

III. A.  
CONSENT AGENDA

**Approval of Minutes of the October 26, 2020 Board Meeting**

# DRAFT

Tampa-Hillsborough County Expressway Authority  
Minutes of October 26, 2020 Virtual Board Meeting  
1104 E. Twiggs Street  
Tampa, FL 33602

---

The Tampa-Hillsborough County Expressway Authority held a virtual public meeting at 1:31 p.m. on October 26, 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, Jeff Seward, Judith Villegas, Man Le, Anna Quinones, Brian Ramirez, Carl Shack, Chaketa Mister, Debbie Northington, Donna Obuchowski, Elizabeth Gray, Julie Aure, Lilly Salas, Lisa Pessina, Max Artman, Shari Callahan

**The following registered to attend the virtual meeting:**

**ATKINS**

**BALLARD PARTNERS**

**CITIGROUP**

**DIAMOND FIELD TRANSPORT**

**FLORIDA TRANSPORTATION COMMISSION**

**HALL ENGINEERING GROUP**

**HDR**

**HNTB**

**JEFFERIES LLC**

**KIEWIT**

**MILLIGAN PARTNERS**

**J.P. MORGAN**

**KIMLEY-HORN**

**NELSON MULLINS**

**PARSONS**

**PFM**

**PLAYBOOK PUBLIC RELATIONS**

**RAYMOND JAMES**

**RK&K**

Tom Delaney

Todd Josko

Kevin Dempsey

Marvin Williams

Ralph Yoder, Sonya Morris

Jose Diaz

Steve Ferrell

Al Stewart, James Drapp

Jaimie Scranton

David Nichols

Tyler Milligan

Nathaniel Johnson

Michael Garau

Joseph Stanton

Mario Nuevo

Brent Wilder

Sally Dee, Kamila Khasanova,

Sarah Lesch

Frank Leto, Rick Patterson

Michael Adams



**RS&H, INC.**  
**STANTEC**  
**TRANSPORTATION POLICY CONSULTANTS**  
**WALSH GROUP**  
**WELLS FARGO**  
**WELLS FARGO SECURITIES**  
**WSP**  
**WGI**  
**VALOR INTELLIGENT PROCESSING**

Michael Dixon  
Phil Eshelman  
Stephen Reich  
Reber Sole  
Julie Burger  
John Generalli  
Christina Kopp  
Kimberlee DeBosier  
LaKrysha Steverson-Winsley

**Registered to attend but have no company affiliation:**

Ahmed Shelbaya, Carlos Ladeira, Frank Richardson, Jennifer Collier, Jim Calpin, John Alicea, Jonathan Roman, Michael Bobb, Mireya Pavot, Ricky Salgado

**I. CALL TO ORDER**

Chairman Vincent Cassidy called the meeting to order at 1:31P.M.

**II. PUBLIC INPUT PRESENTATIONS**

There were no public input presentations.

**III. CONSENT AGENDA**

The Chairman then continued with the Consent Agenda approvals.

- A. Approval of Minutes of the October 26<sup>th</sup>, 2020 Board of Directors Meeting
- B. Approval of Minutes of the October 12, 2020 Board Committee as a Whole Meeting
- C. HI-0125 GEC Support for Straddle Bent Structure analysis and RFP Development, HNTB, \$55,000

*Chairman Cassidy asked for a motion to approve. Commissioner 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.*

#### **IV. DISCUSSION/ACTION ITEMS**

##### **A. Planning Committee – Shaun Oxtal, Chairman**

###### **1. US 301 Interchange Plan - Bob Frey**

Mr. Frey addressed the Board requesting to perform a sketch analysis at the interchange at US 301 and the Selmon Expressway near the planned site of the new Coca Cola facility. Mr. Frey stated the impacts of the anticipated increase in traffic along US 301 this study will provide an additional assessment of the interchange. Any findings and recommendations will be added to the existing Selmon East PD&E study. Mr. Frey is requesting the Board to approve THEA staff to execute a task order with WSP in the amount of \$133,000 for the sketch analysis of the US 301 Interchange area. This task order is to be executed under the Miscellaneous Planning and Traffic Services contract. Final Task order is subject to review and approval of THEA General Counsel.

*The Chairman called for a motion to approve. Mayor Jane Castor first moved, and Mr. Shaun Oxtal seconded the motion. With no further discussion, the vote was called by roll call, and the motion carried.*

##### **B. Operations & Maintenance Committee – Bennett Barrow, Chairman**

###### **1. Meridian Lighting Upgrade Construction Task - Brian Pickard**

Mr. Pickard reported to the Board noting this first item is to replace antiquated pedestrian lighting along Meridian Ave with LED Lighting and replace all wiring in the uprights. He stated that negotiations were conducted and finalized with Ferrovia who is THEA's Asset Maintenance Contractor. Action requested to the Board is for approval to authorize THEA staff to execute a new task order with Ferrovia totaling \$384,000 for the replacement of lights and wiring in the Pedestrian Lights at Meridian Ave.

*The Chairman asked for a motion. Commissioner Miller first moved, and Mr. Bennett Barrow seconded the motion. The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

###### **2. Meridian Twiggs Design/ Build Contract Award - Brian Pickard**

Mr. Pickard outlined the item for which approval was being requested. He explained that the Design and construction improvements along Twiggs Street from Meridian Ave. to Nebraska Ave. are to improve safety and access in downtown Tampa and expedite traffic to and from the Selmon Expressway Reversible Express Lanes (REL). Funding for this project is from Series 2017C Bond Proceeds. The Action requested to the Board is to approve the selection of Ajax Paving Industries of Florida, LLC and authorize staff to negotiate and execute a contract with Ajax Paving Industries of Florida, LLC in the amount of \$2,568,000 for designing and constructing improvements to Twiggs St between Nebraska and Meridian Ave. Contract execution is subject to final review and approval of THEA General Counsel.

*The Chairman asked for a motion. Mr. Oxtal first moved, and Commissioner Miller seconded the motion. The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

Chairman asked will this project create less traffic in the mornings. Mr. Pickard responded that we are adding a new continuous turn lane to create traffic relief. Mr. Waggoner responded that adding the continuous turn lane from the REL on Twiggs Street, west bound along with our next project on Nebraska Avenue will create relief in traffic. Mr. Barrow noted he would like a physical picture for future explanations.

### **3. Himes Approach Slab and Bridge Deck Repair - Brian Pickard**

Mr. Pickard reported the need for construction services for bridge exit slab replacement and bridge deck repair of the Himes EB Bridge. Mr. Pickard requests the Board to approve the selection of Gosalia Concrete Constructors, Inc. (Gosalia) which was the lowest bidder, and authorize and direct staff to negotiate and execute a contract with Gosalia in the amount of \$310,000 for construction of the Himes Bridge EB Exit Slab and rehabilitation of the Himes EB Bridge Deck.

*The Chairman asked for a motion. Commissioner Miller first moved, and Mr. Oxtal seconded the motion. The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

### **4. ITS Generator Replacement Design Services - Brian Pickard**

Mr. Pickard continued reporting the Procurement of engineering support to provide a design for replacing four ITS generators along the Expressway. A proposal was requested from Hall Engineering Group, one of THEA's push button electrical engineering consultants. Mr. Pickard is requesting the Board to authorize the Executive Director to sign a contract with Hall Engineering Group in the amount of \$56,000, subject to review and approval of the General Counsel.

Mr. Daniel Alvarez asked about the previous sign upgrade project and why the generators were not included in that scope. Mr. Pickard replied that although he was not employed at THEA during the previous project, it was his understanding that it was simply an oversight. The generators would have been the same cost if they had been included in the previous sign replacement project.

*The Chairman asked for a motion. Mr. Barrow first moved, and Mr. Alvarez second the motion. The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

### **5. Construction, Engineering and Inspection (CEI) Consultant for Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US 301 – Brian Pickard (Pulled)**

Mr. Pickard explained Item 5 on the Agenda was pulled and will be brought back on the next Board Meeting when prices have been negotiated.

**6. Replace the THEA Service Utility Truck- Attachment – Brian Pickard**

Mr. Pickard requested the Board to approve replacement of THEA's 10-year-old utility truck due to increased breakdowns and maintenance costs. Quotes are being procured through three vendors utilizing DMS and County Procurements. Board approval to authorize THEA staff to execute a Purchase Order not to exceed \$50,000 to replace THEA's utility truck. The final purchase order is subject to review and approval of THEA General Counsel. Mr. Pickard also noted he has two quotes that are less than \$50,000.

*The Chairman asked for a motion. Commissioner Miller first moved, and Mr. Oxtal second the motion. The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

Chairman Cassidy addresses the Board of Directors stating that our budget spend needs to be revised to look at an appropriate amount for approvals by the CEO to be more in line with the peers. He also explains how in the community right now they are doing some research and best practice analysis within the transit and tolling organizations throughout the State. Chairman concluded saying he will come back to the Board with more data.

**7. Delinquent Toll Account Collection Services RFP- Attachment- Rafael Hernandez**

Mr. Hernandez explained this RFP was issued to address the expiration of an existing contract approved by the Board in April 2016. Since 2016 to date, the project has served over 1.5m accounts and collected over \$32M in revenues. On May 2020, the Board of directors approved funding for THEA staff to secure support from a consultant company to prepare the bid package, help in the proposal evaluations and implement the new contract.

- a. Within the new contract, we are enhancing project requirements related to
  - I. Customer service
  - II. Cyber-security protections
  - III. Business continuity requirements related to work-from-home scenarios to address COVID-19 and any other natural disaster
  - IV. Toll enforcement of top delinquent accounts

Mr. Hernandez noted with the new contract we are retaining operations in Tampa, which represent a positive economic impact for the region. In 2016, the project created 20 new jobs plus the use of a local facility, utilities, and printing and mailing services. Valor Intelligent Processing is THEA's current 3<sup>rd</sup> party toll collector with headquarter in Jacksonville, FL. In August 2020, Valor acquired the 3<sup>rd</sup> party collection business from Credits Protection Association, a subdivision of ETAN Industries. Valor is also providing 3<sup>rd</sup> party toll collection services to the North Texas Toll Authority (NTTA) and other utility companies. Mr. Hernandez reported the need to outsource customer-service, and 3<sup>rd</sup> party revenue collection services. To enhance toll-customer business satisfaction and maximize revenue collections related to delinquent toll accounts that are not paid after receiving two (2) Toll-By-Plate invoices issued by the Florida's Centralized Customer Service System (CCSS). The vendor will be paid by

collected fee revenues capped at \$9 per resolved account at the first collection notice escalation phase, and \$15 per resolved account at the second collection notice. The capped \$15 per resolved account and the second collection notice includes the \$9 from the unpaid first collection notice plus additional \$6 added at the time the second collection notice is issued. Mr. Hernandez noted the top three Firms are Valor Intelligent Processing, Duncan Solutions and Penn Credit. His request to the Board is

- a) Approve the RFP ranking proposed by THEA's selection committee and allow THEA staff to begin negotiations with the top ranked vendor.
- b) Authorize THEA's Executive Director to execute a contract with the final selected vendor, dependent on THEA's General Counsel review and approval.

*The Chairman asked for a motion. Mayor Castor first moved, and Commissioner Miller second the motion. The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

#### **C. General Counsel – Amy Lettelleir, Esq**

##### **1. Update policy 210.15 (B) Tuition Assistance**

Ms. Lettelleir presented the item to the Board about the change in policy. To provide the Executive Director the opportunity to waive reimbursement of tuition upon voluntary termination of employment.

**Action:** Adoption of Policy 210.5(b) as amended.

*The Chairman asked for a motion. Commissioner Miller first moved, and Mr. Oxtal second the motion.*

Chairman asked if this was an option to waive or a mandate. Ms. Lettelleir answered this will be on a case by case basis. Chairman noted how about a voluntary termination or if THEA terminates the employee, is there an expectation of repayment. Ms. Lettelleir replied current policy doesn't state that employee needs to repay if terminated.

*The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

##### **2. Update Policy 160 Travel Policy**

Ms. Lettelleir presented to the Board an update to the travel policy for domestic or international flights of four (4) or more hours. Updating approval of Board Member Travel, and the reference to the Florida Statute.

**Action:** Adoption of Policy 160 as amended

Chairman noted four or more hours of travel will qualify for an upgrade.

*Chairman Cassidy asked for a motion to approve. Commissioner Miller first moved, and Mr. Alvarez second the motion. The Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.*

## **V. STAFF REPORTS**

### **A. Operations & Maintenance – Brian Pickard**

Mr. Pickard provided a time video of the Selmon West Extension.

Mr. Pickard initiated his report with a slide of an overview of the progress made on Dale Mabry Gandy Bridge interchange. He noted how it's almost finished and grinding of the concrete to concrete a smooth surface is complete. Barrier walls are being worked on next. They will be stripping it soon and then pulling the wires for the ITS in place and wiring for the lighting. Mr. Pickard also noted that the casting yard photo is two weeks old and at that time there were 105 segments left in the yard which are getting removed daily. He mentioned how we now have 10 segments a week being installed, and the project is down to less than 90 Segments. Chairman asked if the last segments will be installed some time in December. Mr. Pickard replied yes sir they are on schedule to do that.

Mr. Pickard reported that on the South Selmon Safety Project, the only items left to be done are thermal plastic striping and some drainage work. Other than that, this project should be completed in two weeks.

Mr. Pickard concluded his report with two slides showing the pier up lighting and explained right now they are focused on placing the conduits up in the REL. They are also pulling the wires through the conduits. They will be removing the foundation of the old up lighting that will begin next week. He also mentioned how this project is ahead of scheduled.

Mr. Alvarez commented THEA has many projects going on and it is very impressive and appreciative of the update.

### **B. Toll Operations – Rafael Hernandez**

Mr. Rafael Hernandez briefed the Board on toll operations for September 2020. Mr. Hernandez explained THEA continues monitoring transaction counts and how they are servicing customers by account type. He referenced a slide to the Board showing a minus 10% on total accounts processed and a minus 19% for transactions processed, compared to 2019. He added this includes weekends and weekdays.

Next slide explained an analysis on average daily traffic on Tuesday, Wednesday, and Thursday to stay consistent with the criteria used by FDOT. Mr. Hernandez stated a minus 25% for the west group and minus 21% East group which is a combination of the lower lanes and the reversible elevated lane.



The Chairman questioned 19% on transactions and asked for a ballpark April and May. Mr. Waggoner clarified that April and May was 45% April 11<sup>th</sup> was one of the worst weeks THEA was down 45% Chairman noted numbers are increasing, Mr. Waggoner concluded it slowed up but were coming back.

**C. Finance Update – Jeff Seward**

Mr. Seward stated that beginning this month, he will be bringing a quarterly update to the Board on the effects of COVID-19 on the agency's revenues. He discussed the revenue collections during FY2020 and specific events that drove revenue down to provide context on where the agency is and where it is going. Mr. Seward explained to the Board that revenue comparisons will be between actual year to date revenue, the adopted budget and the forecast that was developed for the most recent bond issue. Currently year to date revenue is 9.7% above the revised financing forecast, and 27.7% above the adopted forecast. Mr. Seward explained what circumstances need to exist to meet both forecasts as the fiscal year proceeds.

Chairman Cassidy asked why the budget numbers in this COVID presentation were different than the usual monthly finance report to the Board. Mr. Seward explained that this is displaying two different assumptions on how revenue is reported and that the monthly report does not represent actual monthly forecasts. Mr. Waggoner mentioned that is was due to the monthly report displaying the entire year's anticipated annual revenue and dividing it by 12 months. Mr. Cassidy mentioned we may need to take the question off-line.

**D. Public Affairs & Communications – Sue Chrzan**

Ms. Chrzan reported about the Florida Automated Vehicle Summit Event is no longer going to be an in-person event. The event has pivoted to a Speaker Series with five online sessions. She also reported the first speaker is Adam Jonas from Morgan Stanley. The event will be on its original date Thursday for December 3<sup>rd</sup> from 11:00 a.m. to 12:00 p.m. Mr. Jonas will be speaking about Cars & Climate how the Big Tech, Fleets, and Cities Drive the EV Revolution. She also mentioned there has already been 260 people registered to attend the webinar.

Ms. Chrzan reported lots of positive media attention over the past month, including Mr. Bob Frey's interview about THEA CV Pilot OEM Collaboration, which ran for several days on Bay News 9. She reported that over 14 different articles about the CV OEM Collaborations earned media attention from India, Germany, Japan, Korea, and USA for a total international Audience reach of 8M.

Other media included THEAs Completed Bond Sale, which had a local audience of 600,000 and the Selmon Extension with a local Audience 230,000. Ms. Chrzan concluded with a summary slide portraying how the TV and online news we received no negative press. She mentioned THEA received neutral press, which is great, because we strive to maintain our credibility in the marketplace, and it shows that were doing a great job.

Chairman asked has there been any community respond to the colors chosen on the Pier. Ms. Chrzan reminded the Chairman that the colors were chosen by the public. Ms. Chrzan also noted

they did receive an audience applause from the neighbors on the condos when the testing the lights of the Selmon Extension bridge.

## **VI. EXECUTIVE REPORTS**

### **A. Executive Director (Joe Waggoner)**

#### **1. Contract Renewal & Expiration report**

Mr. Waggoner reported that the contract presented has no more options to extend. He concluded he will be putting THEA insurance broker services out to bid and will be bringing this item to the Board on a later date.

#### **2. Contract Close- Our Report**

Mr. Waggoner noted that the Installation of a new wet fire sprinkler system at THEAs Transportation Management Center Warehouse behind THEA building has been completed.

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

Ms. Lettelleir had no new report.

### **C. Chairman (Vincent Cassidy)**

Chairman asked Commissioner Miller when his last meeting is. Commissioner answered November 16<sup>th</sup>. Chairman thanked Commissioner for being a civic leader to our community throughout the years. He concluded; how fortunate he is to have gotten to know him sitting on THEA's Board. Chairman wished Commissioner all the best. Commissioner closed out saying it has been his pleasure to serve on the THEA's Board, one of the best I have served on.

### **Upcoming Meetings**

## **VII. OLD BUSINESS**

## **VIII. NEW BUSINESS**

## **IX. ADJOURNMENT**

With no further business to come before the Board, Chairman Cassidy adjourned the meeting at 2:20 p.m.

**APPROVED:** \_\_\_\_\_  
**Chairman: Vincent J. Cassidy**

**ATTEST:** \_\_\_\_\_  
**Vice-Chair: Bennett Barrow**

**DATED THIS 16th DAY of November 2020**



# **Discussion/Action Items**

## **Planning Committee**

### **IV. A. 1.**

#### **East Hillsborough Improvements Review and Management Support**

**Purpose:** To assist THEA staff in reviewing projects along the Selmon Expressway System that require coordination and collaboration with local and state peer agencies, as well as potentially the private sector. These projects ultimately provide safer and more efficient operations, along with supporting regional transportation and economic goals. Currently, THEA is involved with several initiative that qualify for such support:

1-Selmon Expressway/US 301- Southwest Quadrant  
Development

2-Port Tampa Bay- Channelside Drive Access

**Funding:** Capital Budget - \$ 75,000

**Action:** Request the Board to authorize THEA staff to execute task order with HNTB in the amount not to exceed \$75,000 for study review, project management, and quality control support for Selmon System Regional Improvement Review.

SUMMARY FEE SHEET																						
ATTACHMENT "A"																						
PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority		O-00416-XXX																				
GEC CONTRACT NO. HNTB PR 20200XXX		2020-2021 E Hillsborough Improvements Review & Mgmt Support (11/1/20 - 6/30/21)																				
PRIME CONSULTANT: HNTB Corporation																						
ACTIVITY		Sr. Technical Advisor		Project Manager		Chief Eng./Planner Sr. Proj. Eng.		Sr. Eng./Planner		Proj. Eng./Planner		Engineer/Planner		Sr. Technician		Clerical		TOTAL		Avg. Hourly Rate		
		Man Hours	Hourly Rate \$ 131.13	Man Hours	Hourly Rate \$ 125.02	Man Hours	Hourly Rate \$ 88.78	Man Hours	Hourly Rate \$ 64.16	Man Hours	Hourly Rate \$ 50.16	Man Hours	Hourly Rate \$ 41.50	Man Hours	Hourly Rate \$ 37.17	Man Hours	Hourly Rate \$ 23.69	Manhours By Activity	Salary Cost By Activity			
E Selmon Improv Design Review & Mgmt Support			\$0.00	64	\$8,001.28	64	\$5,681.92	80	\$5,132.80	80	\$4,012.80	40	\$1,660.00	20	\$743.40	21	\$497.49	369	\$25,729.69	\$69.73		
Total Man Hours		Total Salary [(MHxHR)]	0	\$0.00	64	\$8,001.28	64	\$5,681.92	80	\$5,132.80	80	\$4,012.80	40	\$1,660.00	20	\$743.40	21	\$497.49	369	\$ 25,729.69	\$69.73	
		Basic Activities Maximum Limiting Fees (Salary Costs)																	\$25,729.69			
		Cost Elements & Additives																				
		(a) 2.84 Multiplier																	\$73,072.32			
Direct Expenses		7.51%	\$ 1,932.30	SUBTOTAL (Cost Elements applied to Basic Activities Fee):																	\$73,072.32	
		(d) Direct Reimbursables																	\$1,932.30			
		Total Project Cost:																	\$75,004.62			
		Maximum Limiting Amount:																	\$75,000.00			

# **Discussion/Action Items**

## **Operations & Maintenance Committee**

### **IV. B.1.**

#### **Construction, Engineering and Inspection (CEI) Consultant for Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US 301**

**Purpose:** To procure the services of a CEI Consultant to perform field engineering and testing for the replacement of failing asphalt on the expressway mainline and ramps. This work necessitates the loop replacement in some of the ramps and the west toll plaza gantry. Negotiations were conducted and finalized with Consor Engineers, LLC selected previously (Board Meeting on August 26, 2019) for push-button contracts for Minor Design and CEI projects.

**Funding:** Capital Budget \$251,000

**Action:** Request the Board to authorize the Executive Director sign a contract with Consor Engineers for \$250,304.31 to provide CEI services for the Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US301. Contract execution is subject to final review and approval of THEA General Counsel.



**Proposed Staff Months / Hours**  
 THEA Ramps Construction Project Nos. O-01820, O-01920 and O-02020  
 Contract No.O-00619-CE

Personnel Classifications	Billing Rate With OM	Firm	P 1	C 2	C 3	C 4	C 5	T 6	Total Staff-Months	Straight Time Staff Hours	Overtime Staff Hours	Total Staff Hours	Total Costs	Premium OT @ 10%	Total Compensation
	With Expenses		Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21							
Senior Project Engineer - Brian McKishnie	\$257.99	CSR	0.05	0.10	0.10	0.10	0.10	0.10	0.55	91		91	\$23,412.59		\$23,412.59
Project Administrator - Lisa Propps	\$153.74	CSR	0.10	0.40	0.40	0.40	0.40	0.40	2.10	347		347	\$53,270.91		\$53,270.91
Contract Support Specialist - Kate Morgan	\$113.13	CSR	0.10	0.40	0.40	0.40	0.40	0.40	2.10	347		347	\$39,199.55		\$39,199.55
Senior Inspector - Jeff Futch	\$69.62	CSR	0.10	1.00	1.00	1.00	1.00	0.25	4.35	718	72	790	\$54,966.73		\$54,966.73
Inspector - Annette Gossic	\$76.78	CSR		1.00	1.00	1.00			3.00	495	50	545	\$41,806.71		\$41,806.71
Inspector - Kevin Frame	\$66.72	CSR		0.20	0.20	0.20	0.20		0.80	132	13	145	\$9,687.74		\$9,687.74
Plant Inspector - Ryan Hanley (Arehna)	\$51.35	ARH		0.75	0.75	0.75	0.75		3.00	495	50	545	\$27,960.08		\$27,960.08
<b>Total Staff Months / Hours</b>									<b>15.90</b>	<b>2,624</b>	<b>184</b>	<b>2,807</b>			<b>\$250,304.31</b>

Legend P = Preconstruction C = Construction T = Post Construction

<b>Subs Total</b>	<b>\$27,960.08</b>
<b>CE Labor</b>	<b>\$222,344.23</b>
<b>CEI Total</b>	<b>\$250,304.31</b>
<b>Construction Estimate \$</b>	<b>1,500,000.00</b>
<b>CEI % of Construction Estimate</b>	<b>16.69%</b>

# Discussion/Action Items

## Operations & Maintenance Committee

### IV. B.2.

#### Construction of Miscellaneous Paving on Ramps and Mainline at Select Locations Between Euclid and US 301

**Purpose:** To replace areas of asphalt on the expressway mainline and ramps that are failing. This work necessitates the loop replacement in some of the ramps and the west toll plaza gantry.

**Funding:** Capital Budget- \$1,579,000

**Action:** Requests the Board to approve the selection of Hubbard and construction and authorize and direct staff to negotiate and execute a contract with Hubbard Construction in the amount of \$1,579,000 for the Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US301. Contract execution is subject to final review and approval of THEA General Counsel.

<b>Firms</b>	<b>Amount</b>
Hubbard	Bid \$1,579,000
Ajax	Bid \$1,589,589
Preferred Materials	Bid \$2,586,037



## **NOTICE OF INTENDED DECISION**

**Date:** November 06, 2020

**Project:** South Selmon Ramps & Miscellaneous Paving Services  
Invitation to Bid (ITB) No.: O-01820; 01920; 02020

On November 05, 2020, three bids were received for the above referenced project.

The total bid amounts were received from the following firms:

<b><u>Firm Name</u></b>	<b><u>Total Bid Amount</u></b>
Hubbard Construction Company	\$1,578,955.28
Ajax Paving Industries of Florida	\$1,589,589.22
Preferred Materials	\$2,586,037.00

Tampa Hillsborough County Expressway Authority staff intends to recommend approval and award of a contract to **Hubbard Construction** for this project in the amount not to exceed \$1,578,955.22 at the Authority Board Meeting scheduled for November 16, 2020. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked firm, if necessary.

All notices are posted on the Authority's website ( [www.tampa-xway.com/procurement/#](http://www.tampa-xway.com/procurement/#)) and on the DemandStar system. For questions regarding this notice, please contact the Authority's Procurement Manager, Man Le, [Man.Le@tampa-xway.com](mailto:Man.Le@tampa-xway.com) .

Posting Notice November 06, 2020

# Discussion/Action Items

## Operations & Maintenance Committee

### IV. B.3.

#### Security Officer for TMC

**Purpose:** To have a Security Officer at THEAs front door during the Building Renovations to ensure our staff and the Contractor are safe.

**Funding:** Administrative Budget- \$40,000

**Action:** Request the Board to approve the selection of Valid Protection Services and authorize and direct staff to negotiate and execute a contract with Valid Protection Services in the amount of \$976.25 per week for Security Services during THEA's Headquarters Building Renovations. Contract execution is subject to final review and approval of THEA General Counsel.

Firms	Amount
Valid Protection Services	Bid \$976.25 Weekly
Guardian Security Agency	Bid \$ 997.15 Weekly
Signal 88 Security	Bid \$1,506 Weekly

## **“Exhibit A”**

### **Cost Structure**

Valid Protection Services will furnish Tampa Expressway Authority insured security officers. Our hourly rates for this project are:

\$ **17.75** Unarmed Security Officer.

\$ **0** Armed Security Guard.

### **Undercover Spotter**

**Valid Protection Services will offer free monthly safety inspections and free supervisor site checks**

**Tampa Expressway Authority are billed at time and a half. Valid Protection Services recognizes federally recognized holidays only.**

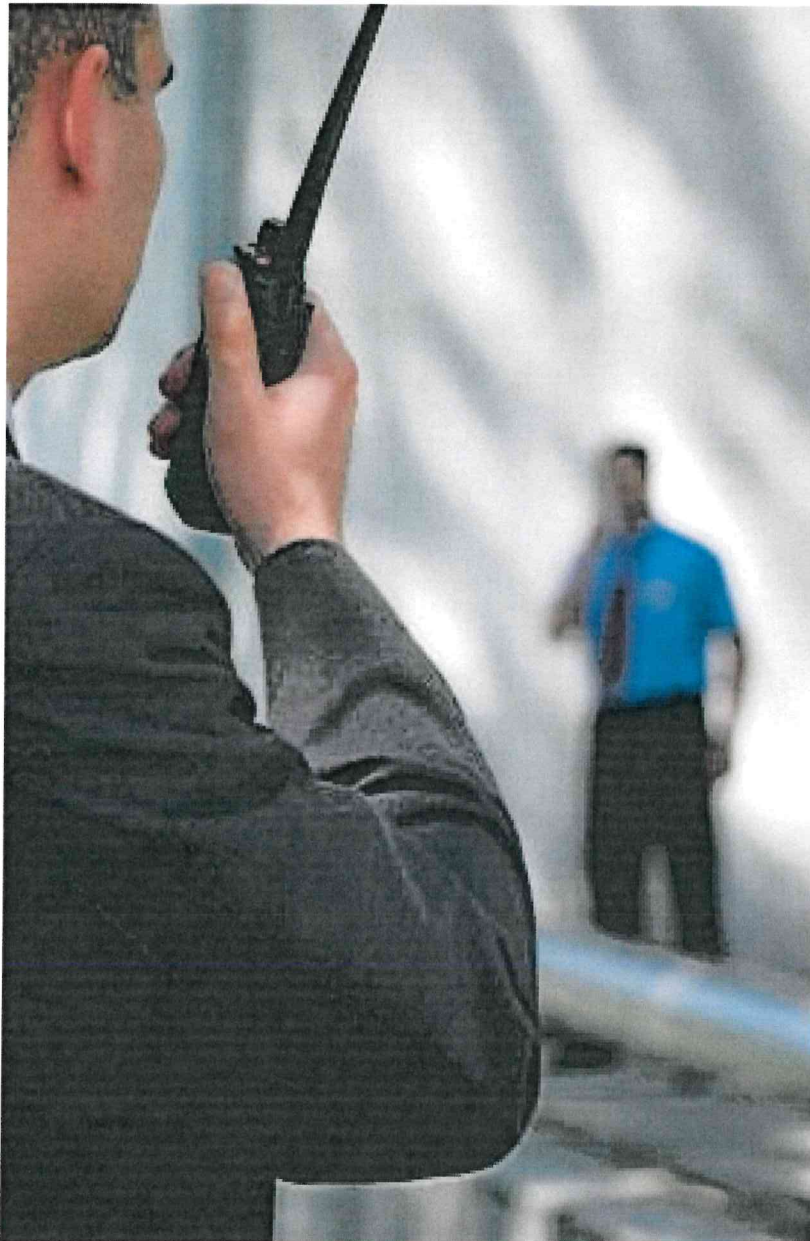
**Uniforms, equipment, or other expenses are never billed to your company.**

**Our price also includes the cost of drug testing for all personnel. Pre-employment drug testing costs, and random drug testing are not billed to Tampa Expressway Authority.**

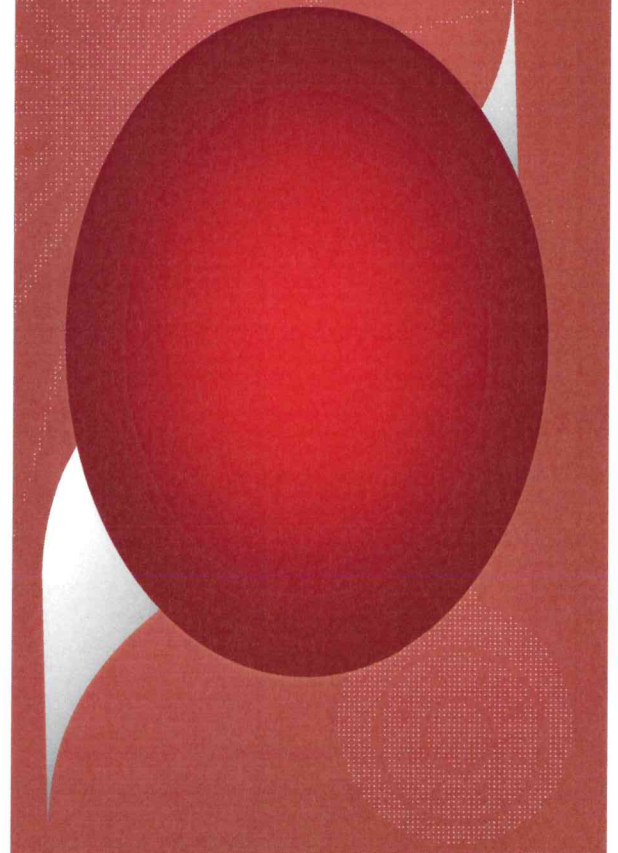
**Training and in-service are not billed to Anchor. Tampa Expressway Authority is billed to Anchor.**

*\$ 976.25/wk*





# PROPOSAL FOR **SECURITY SERVICES**



## **Valid Protection Services**

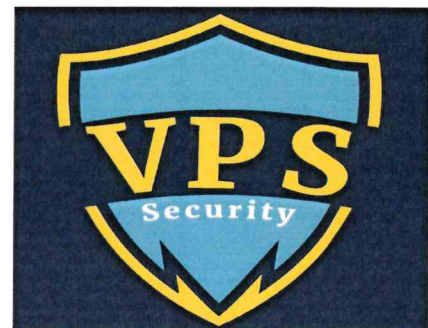
Valid Protection Services

Phone: 813-374-6429

Fax: 813-898-2507

[efortin@validprotectionservices.net](mailto:efortin@validprotectionservices.net)

[validprotectionservices.net](http://validprotectionservices.net)



## TO WHOM IT MAY CONCERN

It is with great pleasure herewith we submit our proposal for the provision of security services. We hope that this may be the start of an exciting and productive relationship on what promises to be a worthwhile project.

Valid Protection Services is an acclaimed firm of security agents with a reputation for both effective security solutions and the use of innovative technology in the protection of life and property. We have a portfolio of completed and on-going projects with particular emphasis on governmental security administration. We think that your project is well suited to our strengths and aspirations.

Our Board of Directors respectfully requests that you study our proposal in detail; we are extremely interested in the project and we very much hope that you consider the Valid Protection Services team as a strong candidate for selection.

Yours Sincerely,

*Edwidge Fortin*

*President, CEO*  
Valid Protection Services

## Index

1	Valid Protection Services Personnel	4
2	Applicant Screening	5
3	Training	5
4	Method	5
5	Patrol	6
6	Compliance	6
7	Uniforms	6
8	Supervision	7
9	24 Hour Customer Service	7
10	Cost	7
11	Liability	8
12	Executive Protection	9
13	Uniformed Security	9
14	Security Consulting	9
15	International Travel Security	10
16	Maritime Patrol & Port Security	10
17	K-9 Service	10
18	"Exhibit A"	11



## Valid Protection Services Personnel

## Exceptionally Trained and Rigorously Screened Uniformed Security Professionals

Valid Protection Services will provide you with certified, licensed, insured, and bonded Security Guards. Each Security Professional has been screened to the standards of the United States Government Secret Clearance Program.



- 1) Our pre-employment background investigation far exceeds that of most police department jurisdictions. In addition, Valid Protection Services has employed a staff psychologist to oversee the initial screening of our personnel, by implementing a pre-employment written psychological inventory and a psychological interview. Furthermore, our personnel all submit to a battery of aptitude tests, a 5-panel drug screening, and extensive in-service training regarding criminal law and police defensive tactics. Prior to commencement of a contract with Valid Protection Services, we will provide you with the full applicant investigation of each proposed security guard.
- 2) Valid Protection Services offers, free of charge, supervisory personnel to insure strict adherence to our general orders and your rules, regulations and ordinances. Valid Protection Services supervisors are utilized as a liaison between Valid Protection Services and our clients. Supervisors are on duty 24 hours a day, 365 days per year for your convenience and will regularly make spot checks to prevent the issue of complacency. It is our belief that in order to assure the best quality of service that we stand by, we must keep close relationships with our personnel both on and off duty.
- 3) At Valid Protection Services, all of our security guards will be equipped with two-way radios or equivalent to ensure constant communication with our management team.
- 4) Each and every security guard will be in-serviced regularly regarding your specific site to further enhance the protection we provide.

Valid Protection Services, has taken a unique approach to the business of contract security. Many of our competitors employ minimally screened and trained guards. Our approach involves a proactive theory of well-groomed, exceptionally trained, uniformed security guards. Our strategy entails several steps to mitigate the possibility and opportunity for theft of property, or injury to persons within the facility. The following is an overview of our Security Guard Project:

## Applicant Screening

- 5) The quality we bring to your environment begins long before you see our security guards. The Board of Directors at Valid Protection Services, has resolved to make the recruitment and training of our personnel the key to our success; in that, we conduct hiring initiatives on a regular basis with over 500 applicants per month, with an average of 25 new appointees. Most applicants are unable to meet our qualifications, which are equivalent to the United States Government Secret Clearance Program.

## Training

Valid Protection Services, conducts training that exceeds that of any of our competitor's programs. The knowledge of our management team is passed on to our new employees. In addition to the state mandated certification courses, Valid Protection Services, personnel must attend:



- A. 40-hour Police Defensive Tactics Training
- B. 24-hour Patrol Techniques & Criminal Law
- C. 16-hour Customer Service Seminar

## Method

- 6) Our uniformed security guards are trained to act as a criminal deterrent by adopting the principals of the C.P.O.P (*community police officer program*) methodology. Simply put, our guards are encouraged to be an approachable source of information to patrons, residents and employees. Letting the public know that we are there for them generates a feeling of community and safety.



## Patrol

- 7) The placement of our security guards is what generally places Valid Protection Services in the position to confidently describe the implementation of our security guard project as authentic. Our security guards are trained to make visible foot patrols throughout their posts in undetermined patterns. We encourage our personnel to interact with your patrons and employees in addition to standing a fixed post

## Compliance

Valid Protection Services, has developed a theory of  
*"Enforcement through Reinforcement"*



The management, having thirty combined years of security and law enforcement experience, has realized that prevention of crime can be accomplished by utilizing tactical approaches, rather than accusations and the traditional methods of our predecessors. The art of *verbal judo* is commonplace in our organization and has often been effective in deescalating volatile situations.

## Uniforms

- 8) Our uniformed security guards are outfitted with police-type uniforms. Our corporate general orders, require that our personnel keep their uniforms pressed and clean at all times. Their shoes are polished; military-style and men are clean-shaven with neat haircuts. Our female officers are held to the same standard. We pride ourselves on the appearance of our personnel, as they are representing our agency in your facilities.

## Supervision

- 9) Valid Protection Services, supervisory personnel are required to possess a minimum of 7 years of law enforcement experience. Our supervisors are charged with scheduling, assigning security posts, and acting as liaison between the Board of Directors and our client. Supervisory personnel are available to you 24 hours every day in order maintain quality assurance and customer service on behalf of Valid Protection Services.

## 24 Hour Customer Service

Company Name stands above our competitors by providing an open line of communication with our clientele 24/7

Our offices are staffed around the clock with customer service representatives for your convenience. While most of our competitors work from their homes, Valid Protection Services, staffs fully functional offices. Our customer service representatives are not salespeople; they are security professionals assigned to light duty or administrative functions. Desk personnel are utilized as watch-commanders with full authority to make supervisory decisions for Valid Protection Services,.



## Cost

You can significantly reduce your liability with our \$3 Million comprehensive Insurance Policy



Valid Protection Services will provide you with a forensic breakdown of our costing specifications. Valid Protection Services maintains a philosophy that in order to retain the highest quality security professionals in the industry, we must compensate them commensurate to their qualifications. The Board of Directors has resolved to reduce our profit margin rather than decrease a security guard's salary. Our costing structure provides for a well-paid security professional and a conservative rate to our client

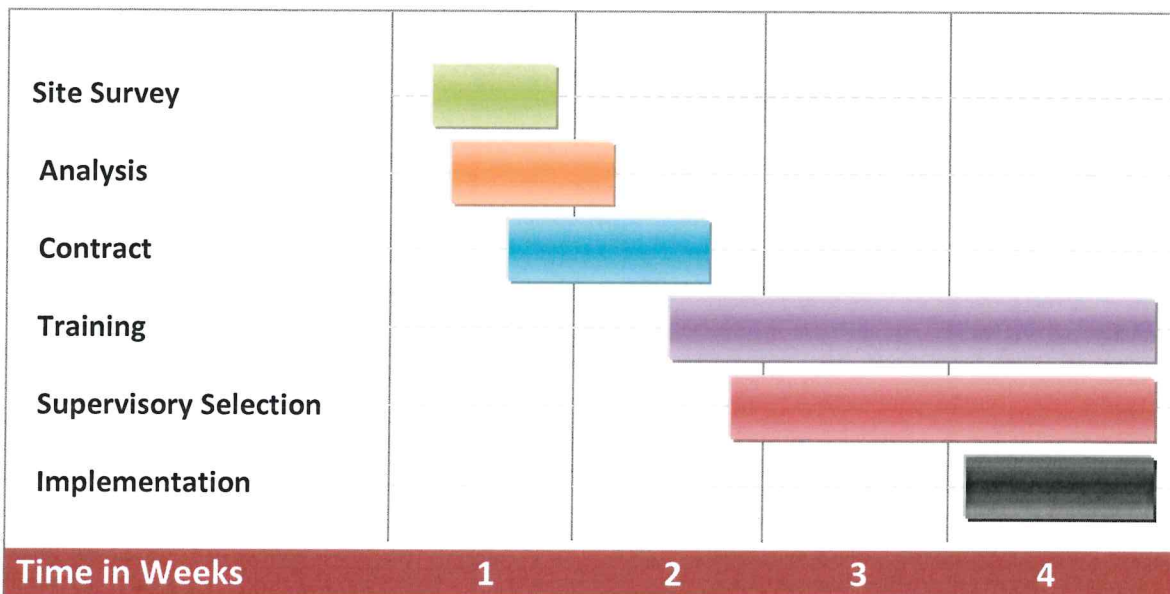


## Liability

Valid Protection Services, maintains insurance that is thirty times the minimum aggregate coverage obtained by most of our competitors. Our Legal Division recommends that in order to protect our assets as well as yours, we must maintain financial security in full force and effect at a level that far exceeds industry standard.



### Security Service Project Schedule



Having reviewed in detail your request for proposal particulars and understood the scope and schedule of the project, Valid Protection Services, has put together a first class team of security professionals who we think are particularly suited to the project. We have selected prospective supervisory personnel on their ability and suitability for the type of project, and of course their availability to start right away if we are fortunate enough to be appointed.

Pictured above is a preliminary plan for project development. Valid Protection Services, will partner with you in every stage of this project and act as both consultants and colleagues to work in a manner commensurate with both of our agency's relative skills – bringing greatly enhanced value to the project.



## Executive Protection



- ✓ Discrete Bodyguard Service
- ✓ BDU Bodyguard Service
- ✓ Armed Transport Service
- ✓ Residential Protection Details
- ✓ Corporate Protection Details
- ✓ Prisoner Extradition

## Uniformed Security



- ✓ Healthcare Facilities
- ✓ Residential Complexes
- ✓ Corporate Buildings
- ✓ Loss Prevention
- ✓ Retail Venues
- ✓ Parking Lots
- ✓ Governmental
- ✓ Bike Patrol
- ✓ Hotel Security

## Security Consulting



- ✓ Physical Safety and Security Tours of Each Property
- ✓ Review of Incident Reports & Other Foresee-ability Issues
- ✓ Property Manual Review and Preparation
- ✓ International Travel Security Consulting & Protection Service
- ✓ Review of Property Security Procedures and Equipment
- ✓ Management and Employee Safety & Security training
- ✓ In-house Security Rules and Procedures

## International Travel Security

- ✓ Travel warnings
- ✓ Crime reports
- ✓ Unusual currency
- ✓ Entry requirements
- ✓ Areas of instability
- ✓ Consulate contacts
- ✓ U.S Embassy
- ✓ Disease information
- ✓ Extremist Groups



## Maritime Security



- ✓ Assessments of threats, vulnerabilities, and critical infrastructure at ports
- ✓ Coordination and cooperation among agencies
- ✓ Establishment of guidelines for commercial facilities handling certain cargo
- ✓ Patrol of rivers, shorelines, and other waterways

## K-9 Service



- ✓ Conduct tracks
- ✓ Conduct searches and apprehensions
- ✓ Narcotics detection
- ✓ Missing person location
- ✓ Explosives detection



## Sally Fisher

---

**From:** Jonathan Klein <Jonathan@gsa-fla.com>  
**Sent:** Tuesday, October 20, 2020 4:43 PM  
**To:** Sally Fisher  
**Cc:** Tucker Klein  
**Subject:** Proposal for Security  
**Attachments:** Guardian Security Agency of Florida Inc 20-21 COI.pdf; Guardian Security Agency W-9 June 2020.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hello Sally,

Thank you for calling on Guardian Security Agency. Per your discussion with us, you will require a uniformed security officer to post at the front your building located 1104 East Twiggs Street in Tampa, Monday through Friday from 7a-5p. The duration of the assignment will be approximately 9 months, and their duties will be to greet visitors and employees as they enter the building and other security duties as assigned. We are willing and able to provide an officer for you for the above assignment at a per officer hour rate of \$18.13, plus state and local sales tax if that is applicable to you.

Attached is our COI and W-9. Please let me know if anything else is needed.

Guardian Security Agency is a local firm serving the Tampa Bay community since 1992. We are a family owned and operated company, licensed and fully insured. Our professionally uniformed security officers go through more than 60 hours of training in addition to your site-specific training as well as Florida Department of Law Enforcement fingerprint background check.

If you have any questions, please contact me via email or phone at my office or directly to my cell (727) 244-2276.

Regards,

Jonathan Klein  
Guardian Security Agency of Florida, Inc.  
5511 Central Avenue  
St. Petersburg, Florida 33710  
O: (813) 287-8888 | O: (727) 873-7400  
[www.GSA-FLA.com](http://www.GSA-FLA.com)  
LIC# B9200094



Client#: 36603

GUASE12

**ACORD**™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>ISU/Szerlip &amp; Company, Inc.</b> <b>288 Main Street</b> <b>Millburn, NJ 07041-1031</b> <b>973 467-0400</b>		<b>CONTACT NAME:</b> Tina Levorse <b>PHONE (A/C, No, Ext):</b> 973 346-8094 <b>FAX (A/C, No):</b> 973-467-0725 <b>E-MAIL ADDRESS:</b> tlevorse@szerlip.com	
<b>INSURED</b> <b>Guardian Security Agency of Florida Inc</b> <b>P.O. Box 13183</b> <b>St. Petersburg, FL 33733</b>		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A :</b> Arch Insurance Company	
		<b>INSURER B :</b> NORGuard Insurance Co	
		<b>INSURER C :</b>	
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	
		<b>NAIC #</b>	
		<b>11150</b>	
		<b>25844</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Errors &amp; Omissions</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BSPKG0296303	12/22/2019	12/22/2020	EACH OCCURRENCE	\$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	100,000
							MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	3,000,000
							PRODUCTS - COMP/OP AGG	\$	3,000,000
								\$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BSPKG0296503	12/22/2019	12/22/2020	COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			GUWC150023	07/22/2020	07/22/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		
							E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Security guard services

Evidence of Insurance

**CERTIFICATE HOLDER****CANCELLATION**

Guardian Security Agency of  
Florida Inc.  
5511 Central Ave.  
St. Petersburg, FL 33710

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2014 ACORD CORPORATION. All rights reserved.

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Guardian Security Agency of Florida, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) See instructions. <b>5511 Central Avenue</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>St. Petersburg, Florida 33710</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	9		-	3	1	3	2	7 1 6

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

6-1-2020

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



# Security Services Proposal for Tampa Hillsborough Expressway Authority



## PREPARED BY

Kyle Scroggins  
kscroggins@signal88.com

## PREPARED FOR

Sally Fisher  
Sally.Fisher@tampa-xway.com

# Security Services

## Dedicated Services

---

When you need a consistent security presence at your facility, turn to our team to create peace of mind for your employees, customers, tenants and others. We provide our clientele with highly trained, highly visible, and highly effective coverage at businesses of any size. Our Dedicated Services are designed to efficiently meet your needs with our professional security personnel.

Our security personnel selection process is first-rate, establishing higher standards in an industry that desperately needs them. Every security officer candidate undergoes an extensive interview process and background investigation, which includes a criminal history check and immediate and ongoing drug testing. Our officers are given consistent opportunities to continue their professional development with additional training coursework.





## PROPOSAL

### Signal 88, LLC

3880 S 149th Street, Suite 102  
Omaha, NE 68144  
Phone: 877.498.8494  
Fax: 402.502.2078

Served By: Signal 88 Security of Tampa  
1413 Tech Blvd. Suite 210  
Tampa, FL 33619  
Kyle Scroggins  
Phone: 8134988034  
Fax: (866) 384-5416  
Email: kscroggins@signal88.com  
License Number(s): B1200049

Proposal Date: 2020-10-22

Good Through: 2021-01-30

Service Dates: TBD - TBD

### Security Location

Tampa Hillsborough Expressway Authority  
Sally Fisher  
1104 E Twiggs Street  
Suite 300  
Tampa, FL 33602  
Phone: 813-272-6740 ext. 131  
Email: Sally.Fisher@tampa-xway.com

### Bill To

Tampa Hillsborough Expressway Authority  
Sally Fisher  
1104 E Twiggs Street  
Suite 300  
Tampa, FL 33602  
Phone: 813-272-6740 ext. 131  
Email: Sally.Fisher@tampa-xway.com

Management Company: Tampa Hillsborough  
Expressway Authority

Payment Terms: Net 15

Standard Services	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Week Total	Total
Dedicated Officer I	10	10	10	10	10	0	0	50	\$1,506.00 <i>\$ 30.12</i>

Taxes are subject to change based upon jurisdiction.

Services	\$1,506.00
Taxes (8.50%)	\$128.01
Weekly Total	\$1,634.01

ALL payments are processed through the corporate office. Payments are to be sent to: PO Box  
8246 Omaha, NE 68108

### Holidays: 1.5x Regular Rate

New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day

### Description of Services

This proposal reflects services including 50 dedicated on site hours per week. Services will take place between the hours of 7am-5pm Monday - Friday.

Services include monitoring property for a variety of site specific property violations such as:

Trespassing  
Loitering  
Vandalism  
Theft

Officers will be well trained and uniformed in Signal 88 tactical gear with 3M reflective lettering. Officers will be checking in construction crews as necessary.

\*Signal 88 Security of Tampa is a service-disabled veteran owned company

# SECURITY-SERVICES AGREEMENT

## TERMS AND CONDITIONS

1. **Services to Be Performed.** Contractor shall furnish the following Services, if such be indicated on the first page of this Agreement, subject to the terms and conditions herein.
  - A. **Community-Based Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall perform Community-Based Roving Patrol Tours, which shall consist of roving vehicle patrols of Customer's Location(s), manned by unarmed uniformed security officers, performed in accordance with the times, Location(s), and frequencies specified on the first page of this Agreement. Officers performing such tours shall (i) evaluate the Location(s) for criminal activity, vandalism, disorderly conduct, loitering or other nuisance behavior, lighting conditions and sprinkler operations; (ii) enforce parking and other of Customer's regulations for use of the Location(s); and (iii) conduct random foot patrols to check gates, doors, windows, or lights at Customer's Location(s).
  - B. **Community-Based Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Community-Based Dedicated Roving Patrol Tours, which shall consist of Community-Based Roving Patrol Tours described above, dedicated exclusively to the Location(s) specified on the first page of this Agreement.
  - C. **Armed Dedicated Roving Patrol Tours.** If so indicated on the first page of this Agreement, Contractor shall provide Armed Dedicated Roving Patrol Tours, which shall consist of the services described as Community-Based Dedicated Roving Patrol Tours above, but shall be performed by armed law enforcement personnel or licensed and trained armed civilian security officers.
  - D. **Dedicated Community-Based Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Community-Based Security Services, which shall consist of having unarmed uniformed officers manning security desks designated by Customer and conducting camera patrols via closed circuit television, if applicable, and/or foot patrols, in order to monitor the perimeter of the Location(s). The officers shall also provide escorts for employees, tenants, and customers as requested; conduct interior and exterior lighting and sprinkler assessments; respond to alarms; enforce parking and other of Customer's regulations for use of the Location(s); and use reasonable efforts to ban and bar individuals from the premises as directed by Customer.
  - E. **Dedicated Armed Security Services.** If so indicated on the first page of this Agreement, Contractor shall provide Dedicated Armed Security Services, which shall consist of the Dedicated Community-Based Security Services described above, but shall be performed by armed law enforcement personnel or licensed and trained civilian security officers.
  - F. For all Services indicated on the first page of this Agreement, Contractor shall (i) regularly post activity reports, noting the name of the security guard posting the report, the time of the report, the Location(s) patrolled, and any unusual incidents or hazardous conditions observed; (ii) provide Customer with secure access to such reports; and (iii) cooperate with investigations concerning incidents of criminal activity, provided that Customer shall compensate Contractor for time spent by Contractor with respect to such investigations, at the rates on the first page of this Agreement. All posted activity reports will be kept on file with Contractor for at least five years, but may thereafter be destroyed. Customer may request copies of such reports at any time before the expiration of such period and may arrange the delivery of such reports, at Customer's sole cost and expense.
  - G. If an incident occurs requiring the Customer's immediate attention, Contractor shall notify Customer as soon as practicable after learning of the incident by calling the Emergency Contact listed on the first page of this Agreement or such other persons as Customer may from time to time designate in writing to Contractor.
2. **Delegation of Services.** Contractor may perform the Services itself or may delegate the performance of some or all of the Services to one or more of its franchisees, including without limitation the Service Provider(s) listed on the first page of this Agreement, or to subcontractors. Contractor's franchisees may likewise delegate the performance of Services to their subcontractors.
3. **Security Standards.** Contractor agrees that the Services covered by this Agreement shall be performed in accordance with generally accepted security practices and standards in the industry.
4. **Duties of Customer.** In support of the Services to be provided under this Agreement, Customer shall, at its expense, make adequate provision for the following: (i) advising Contractor of any and all hazards at the Location(s) and dangerous activities being conducted at the Location(s); (ii) maintaining the Location(s) free from unreasonable hazards and unreasonably dangerous activities; and (iii) providing training to all of Customer's employees and contractors as to the nature of Contractor's operations at the Location(s) and as to such other matters as may be reasonably requested by Contractor and/or necessary in order to allow Contractor to perform the Services.
5. **Payment.** For the Services Contractor provides hereunder, Customer agrees to pay Contractor according to the rates set forth on the first page of this Agreement. Contractor shall submit an invoice to Customer according to the schedule selected on the first page of this Agreement, but no less often than monthly. Customer shall remit payment in full for each invoice within fifteen (15) days after the date of such invoice. In the event that Customer should fail to make payment in full of any invoice when due, the amount due under such invoice shall bear interest at the rate of one and one-half percent (1 1/2 %) per month, or the highest rate allowed by law, whichever is less. Customer shall be liable to Contractor for all costs of enforcing the terms of this Agreement, including but not limited to attorney's fees.
6. **Price Changes and Fuel Surcharges.** Contractor may increase prices for Services or impose a fuel surcharge from time to time by giving notice to the Customer either in writing or by notation on a statement of account. If it objects to the changed price or fuel surcharge, Customer shall notify the Contractor in writing within thirty (30) days after the date of first notification of the change or surcharge. In the absence of such objection, the price change shall be deemed accepted by the Customer and shall be considered by the parties as a binding modification to this Agreement, and this Agreement, as so modified, shall remain in full force and effect. If the Customer timely objects, then the Contractor reserves the right to continue this Agreement in full force and effect without any price changes or fuel surcharge.
7. **Term.** The term of this Agreement shall commence on the Start Date, and shall continue until the End Date, unless sooner terminated pursuant to Section 8 of this Agreement.
8. **Termination, Remedies.**
  - A. This Agreement may be terminated by either party at any time in the event of a breach or a failure to comply with any covenant, term, or condition of this Agreement, but only after the non-breaching party has provided written notice of such breach or failure to comply and the same remains uncured for (i) fifteen (15) days after the non-breaching party gives such notice in the event of nonpayment of amounts due hereunder, or (ii) thirty (30) days after non-breaching party gives such notice in the event of any other breach hereunder.
  - B. Either party may terminate this Agreement for any reason upon giving thirty (30) days' notice to Customer.
  - C. In the event that Customer (i) should breach Section 4 of this Agreement; (ii) should breach any other covenant or obligation hereunder (other than failure to pay amounts due hereunder) and should fail to cure any such breach within fifteen (15) days after the non-breaching party gives notice of said breach; or (iii) should fail to pay any amounts it owes Contractor within thirty (30) days after the applicable invoice date, then Contractor may, in addition to any other remedy it may have by contract, at law or in equity, immediately cease performing Services hereunder.
9. **Insurance.**
  - A. Contractor shall maintain at all times during the term of this Agreement general liability insurance in occurrence from covering its activities hereunder with an insurance company or companies qualified to write such insurance in the state of Service Provider, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Customer shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Contractor shall be delivered to Customer upon Customer's request.
  - B. Customer shall maintain at all times during the term hereof general liability insurance in occurrence form with an insurance company or companies qualified to write such insurance in the state(s) where the Location or Locations, as the case may be, are located, with limits not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Contractor shall be named as an additional insured under each such policy. Copies of all such policies of insurance (or Certificates therefore) maintained by Customer hereunder shall be delivered to Contractor immediately upon issuance by the insurer.
  - C. All policies of insurance required to be maintained by a party hereunder shall be renewed (and policies or certificates, together with evidence of payment of premiums, delivered to the other party immediately upon issuance by the insurer) at least thirty (30) days prior to the respective expiration dates of such policies.
  - D. All of a party's policies of insurance described in Section 9 of this Agreement shall contain an endorsement requiring the insurer to give notice to the other party at least thirty (30) days prior to any cancellation, termination or amendment of the insurance policy.
10. **Cooperation in the Event of a Claim.** In the event that either party becomes aware of any alleged claim of injury or damage arising out of the performance of the Services, such party shall give the other party written notice within two (2) business days thereafter, stating the details of the incident sufficient to identify, if possible, the persons involved, the location and circumstances of the incident, and the names, addresses, and telephone numbers of available witnesses. Failure to provide such notice in a timely manner shall not result in liability to the party obligated to provide notice, except to the extent that such failure results in damage to the party entitled to receive such notice. The parties shall cooperate with one another in good faith in the handling of such claims, including any lawsuits or other proceedings, and in enforcing any right of contribution or indemnity.
11. **Limitation of Liability.** In no event shall either party be liable for any special, consequential, incidental, punitive, or exemplary damages or losses of any kind whatsoever arising out of this Agreement or the performance of the services, regardless of the theory of recovery, even if such party has been advised of the possibility of such losses.

12. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, Customer shall not directly or indirectly entice, encourage or make any offer to employ, to hire, or to contract with: (i) any current employee, agent, franchisee, or employee or agent of any franchisee of Contractor; or (ii) any person who acted as an employee, agent, franchisee, or employee or agent of any franchisee of Contractor within the prior year.
13. **Confidentiality.** The parties acknowledge and agree that they may receive certain confidential information from the other party, including without limitation, the programs, protocols, business or strategic plans of the other party, and will also possess information relating to this Agreement, including but not limited to the compensation paid to Contractor hereunder (collectively, "Confidential Information"). The receiving party shall not at any time disclose the Confidential Information to any person, firm, partnership, corporation or other entity (other than employees, lenders, professional advisors, franchisees and subcontractors of the receiving party having a need to access the Confidential Information) for any reason whatsoever. Each party shall take actions necessary to ensure that its employees, lenders, professional advisors, franchisees and subcontractors having access to the Confidential Information do not disclose the Confidential Information. Confidential Information shall not include information which (i) was in the receiving party's possession prior to disclosure, (ii) is hereafter independently developed by the receiving party, (iii) lawfully comes into the possession of the receiving party, or (iv) is now or subsequently becomes, through no act or failure to act by the receiving party, part of the public domain. This Section 13 shall survive for a period of five (5) years from the expiration or termination of this Agreement.
14. **Representations and Warranties.** Each party covenants and warrants to the other that: (i) it is an entity duly formed, validly existing and in good standing under the laws of its jurisdiction of formation, (ii) it has the power and capacity to enter into, execute and perform its obligations under this Agreement in accordance with the terms and provisions hereof, and (iii) the execution and delivery of this Agreement have been duly authorized by all proper corporate action.
15. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties dealing with the subject matter hereof, and any prior understanding or representation of any kind preceding the date of this Agreement and dealing with the same subject matter shall not be binding upon either party, except to the extent incorporated in this Agreement.
16. **Modification of Agreement.** Except as provided in Section 6 herein, any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.
17. **No Waiver.** Waiver of any provision of this Agreement or the performance or enforcement thereof shall not constitute a continuing waiver of such provision or a waiver of any other provision of this Agreement. Any such waiver must be in writing duly signed by the waiving party to be effective.
18. **Independent Contractors.** The parties acknowledge that Contractor, its employees and subcontractors, and its franchisees and their employees and subcontractors are independent contractors providing Services to Customer, and nothing herein shall be deemed to constitute or be construed as making Contractor, its employees, or its franchisees or their employees to be agents or employees of the Customer.
19. **Binding Effect.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.
20. **Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of Nebraska, without regard to its conflict of laws rules. Contractor and Customer agree that any cause of action or litigation arising out of this Agreement shall be filed exclusively in federal or state court in Douglas County, Nebraska, and Contractor and Customer irrevocably consent to the jurisdiction of such courts.
21. **Severability.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
22. **Notices.** Any and all notices provided for herein shall be sufficient if given in writing and hand-delivered or sent by facsimile (with electronic confirmation), registered mail or certified mail to the address set forth for the applicable party on the first page of this Agreement, or such other address as a party may deliver to the other party in writing. Notice given by hand delivery shall be deemed given when delivered. Notice given by facsimile shall be deemed given on the next business day after such notice is sent. Notice given by registered or certified mail shall be deemed given on the third (3rd) day after such notice is sent.
23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, however all of which together shall constitute but one and the same instrument.
24. **Survival.** Sections 5, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.
25. **Force Majeure.** No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, acts of war or terrorism, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.
26. **Assignment.** Except as otherwise provided herein, the rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party, which consent will not be unreasonably withheld.
27. **Headings.** The titles to the Sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

By signing this contract, you are agreeing to the description of services herein and as listed in the "Security-Services Agreement Terms and Conditions" and promise to remit payment based on the above listed terms.

#### **Client Signer Block**

I, , have read and agree to the aforementioned terms and contract details.

Client

Date

Title

10/22/2020

Sign

#### **Signal 88 Signer Block**

I, \_\_\_\_\_, have read and agree to the aforementioned terms and contract details.

Signal 88 Security Signature

Date

Title

# **Discussion/Action Items**

## **IV. C.1.**

### **Update Policy 501.00 Approval Thresholds**

**Purpose:** Increasing the Executive Director's approval threshold for construction and services contracts from \$30,000 to \$50,000

**Action:** Adoption of Policy 501.00 as amended.

## **501.00            Approval Thresholds**

The Executive Director is authorized to purchase or contract for commodities or services in amounts not exceeding ~~\$50,000~~30,000. Purchases under \$5,000 will be handled reasonably and in a cost effective manner. Purchases between \$5,000 and ~~\$50,000~~30,000 will be made by purchase order or other efficient contracting method, and best efforts will be made to obtain at least three (3) quotes. The Executive Director shall provide an annual summary report for procurement of services in amounts from \$15,000 to ~~\$50,000~~30,000 to the Board.

Purchases exceeding ~~\$50,000~~30,000 in a fiscal year will be procured through an informal or formal selection process and awarded by the Board.

For continuing contracts the Executive Director is authorized, without prior Board approval, to issue change orders, task orders and modifications up to ~~\$50,000~~30,000 or 5% percent of the Board approved contract amount. Any total expenditure exceeding ~~\$50,000~~30,000 or 5% of the approved contract amount, contract term or fiscal year budget requires Board approval. The Executive Director shall provide to the Board an annual summary report for contract increases made in accordance with this policy.

For construction or capital improvement contracts, the Executive Director is authorized, without prior Board approval, to issue change orders, task orders and modifications up to 10 percent of the Board approved contract amount. Modifications exceeding \$100,000 or 5% of the authorized contract amount will be reported to the Board at the next available Board meeting. The Executive Director shall provide to the Board an annual summary report for construction capital project contract increases made in accordance with this policy.

Where advantageous and in the best interest of the Authority, the following methods for contract pricing without three quotes or advertisement may be used:

State of Florida purchasing contracts / vendor lists  
Cooperative Purchasing and Other Government Entity Contracts  
Sole Source and Non-Competitive Provider

Emergency Procurement (Purchase or Repair of Mechanical Equipment for Authority Facilities)

Additional information on exceptions to formal purchase requirements is provided below in Section 508.00.

# Discussion/Action Items

## IV. D.1.

### Government Relations & Lobbyist Services

**Purpose:** To provide regional, state and federal legislative consulting and government relations services for or on behalf of THEA.

**Funding:** Administrative Budget \$365,000

**Action:** Request the Board:

- a) Approve selection of ranking Committee for government relations and lobbyist services.

Rank	Firms	Total Score	Average Score
1	Corcoran Partners	295	98.33
2	Potomac Partners DC	197	65.67
3	The Consolio Group	150	50

- b) Authorize and direct staff to negotiate and execute contracts with the highest ranked proposer in total amount not to exceed \$365,000. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked proposer. Contracts are subject to review and approval of THEA General Counsel.
- c) Authorize and direct staff to negotiate and execute a additional single service contracts with the second and third ranked firms. Contracts are subject to review by THEA General Counsel.



## **NOTICE OF INTENDED DECISION**

**Date:** November 10, 2020

**Project:** Government Relations & Lobbyist Services ~ RFP No.: G-01720

The Evaluation Review Committee met on November 09, 2020, to evaluate and score the responses submitted for the above referenced RFP.

Final ranking and scoring is as follows:

Rank	Firms	Total Score	Average Score
1	Corcoran Partners	295	98.33
2	Potomac Partners DC	197	65.67
3	The Consilio Group	150	50

Tampa-Hillsborough County Expressway Authority staff intends to recommend approval to negotiate and execute a contract with the highest ranked firm at the Authority's Board Meeting scheduled for November 16, 2020. If negotiations are unsuccessful, staff shall negotiate with the next highest ranked firm, if necessary.

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

For questions regarding this notice, please contact the Authority's Procurement Manager, Man Le, [Man.Le@tampa-xway.com](mailto:Man.Le@tampa-xway.com) .

Posting Notice November 10, 2020

# **Discussion/Action Items**

## **IV. D.2.**

### **Amended and Restated Memorandum of Agreement to the Memorandum of Agreement between the Parties dated November 21, 2016**

- Purpose:** The Amended and Restated Memorandum of Agreement vests THEA with ownership, operation and maintenance responsibilities for all portions of the Selmon West Extension project improvements. This would include the portions of the facility that are located in FDOT right of way.
- Funding:** Operating Budget, \$51,000
- Action:** Requests the Board to authorize the Chairman to execute the Amended and Restated Memorandum of Agreement on behalf of the agency.



## AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

This Amended and Restated Memorandum of Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the State of Florida Department of Transportation, a state agency (the “Department”) and the Tampa-Hillsborough County Expressway Authority, an agency of the state, existing under Chapter 348, Part II, F.S. (the “Authority”) (each a “Party” and collectively, the “Parties”) to amend and restate the Memorandum of Agreement between the Parties dated November 21, 2016. The Memorandum of Agreement between the Parties dated November 21, 2016, is hereby amended and restated in its entirety as follows:

### RECITALS

A. The Authority is authorized by Chapter 348, Florida Statutes, to construct, reconstruct, improve, extend, repair, maintain and operate its expressway system, together with approaches, streets, roads, bridges, and avenues of access for such system and to enter into contracts and other agreements with agencies of the State of Florida for the purpose of carrying out such powers.

B. The Authority desires to more directly connect the Authority owned Selmon Expressway to the Department owned Gandy Bridge via an access controlled elevated roadway that will, in part, be located in the median of the existing Department right-of-way for Gandy Boulevard, State Road 600, from milepost 2.960 to milepost 5.000, more particularly described in the State Environmental Impact Report approved by the Authority’s board on August 8, 2011, a copy of which is attached hereto as Exhibit A (the “SEIR”). Those portions of the improvements described in the SEIR that will be located in the median of the existing Department right-of-way for Gandy Boulevard, as more particularly described in Exhibit B attached hereto, are referred to in this Agreement as the “Project”.

C. The Authority wishes to assume all responsibility for implementation of the Project, including, the financing, planning, design, acquisition of permits, development of construction plans, construction, construction management, operation and maintenance of the Project.

D. The Department is willing, under the terms and conditions of this Agreement to authorize the Authority to implement the Project within Department owned right-of-way for State

Road 600, Gandy Boulevard, Tampa, Hillsborough County, Florida, from milepost 2.960 to milepost 5.000 (the “Department Property”).

E. The Authority proceeded with a Design-Build Request for Proposals #0-17-00217 for the design and construction of the Project. The Authority and Kiewit Infrastructure South Co. entered into a contract on September 7, 2017 (the “Design Build Contract”) which fully incorporates the terms and conditions as set forth in this Amended and Restated Memorandum of Agreement.

F. On September 7, 2017, the Authority issued its Revenue Bonds, Series 2017 (the “2017 Bonds”) to finance the Project situated on the Department Property and the Department acknowledges that toll revenues generated by the users of the Project as part of the Authority’s expressway system are pledged to secure the 2017 Bonds issued by the Authority.

## AGREEMENT

In consideration of the mutual covenants expressed in this Agreement, and intending to be legally bound by this Agreement, the Department and the Authority agree that the foregoing recitals are true and correct and are incorporated herein as part of this Agreement, and further agree as follows:

### 1. Authorization.

The Department authorizes the Authority to control the construction, operation and finances of the Project within the Department Property in accordance with the terms and conditions of this Agreement. Upon completion and acceptance of the Project by the Authority and the Department as set forth in Section 10 herein, the Project shall no longer include the specific improvements described in Exhibit C, which specific improvements shall become the property of the Department. Upon completion and acceptance of the Project by the Authority and the Department as set forth in Section 10 herein, the Project shall otherwise be owned, operated, maintained and repaired by the Authority. This Agreement creates a perpetual right of the Authority to control construction, operations and finances of the Project as a public highway and part of the Authority’s expressway system, including, without limitation, the exclusive right to regulate, establish, collect and receive tolls thereon. If the Project at any time ceases to be used by the Authority for public highway purposes the Project shall become the property of the Department. Neither the granting of permission to use the Department Property nor the placing of the Project upon the Department

Property shall operate to convey ownership of or otherwise create or vest any property right to or in the Department Property in the Authority other than the specific use rights granted pursuant to this Agreement.

2. Condition of the Department Property.

The Authority acknowledges that the Department is making no representations regarding the suitability of the Department Property for the Project and the Authority will utilize the Department Property “as-is” without any expenditure or action by the Department to alter or improve the Department Property or remedy any condition thereon. The Authority has inspected the Department Property to the extent desired by the Authority for the use contemplated by this Agreement and the Authority is satisfied with the physical condition of the Department Property with respect to such use. It is understood and agreed that all understandings and discussions of the Parties concerning the Department Property are merged into this Agreement and that this Agreement is entered into after full investigation of the Department Property by the Authority for the use contemplated by this Agreement, with neither party relying upon any statements or representations of the other not embodied in this Agreement. The Authority acknowledges that the Department has afforded and has agreed to continue to afford it the opportunity of a full and complete investigation, examination, and inspection of the Department Property for the use contemplated by this Agreement and all matters and items related or connected to the Department Property. There are no express or implied warranties given by the Department to the Authority in connection with the Department Property except as otherwise expressly set forth in this Agreement. THE AUTHORITY EXPRESSLY RELEASES THE DEPARTMENT FROM ANY LIABILITY, WARRANTY, OR OBLIGATION TO THE AUTHORITY RELATING TO THE CONDITION OF THE DEPARTMENT PROPERTY FOR THE USE CONTEMPLATED BY THIS AGREEMENT, SPECIFICALLY INCLUDING: LATENT AND PATENT CONDITIONS; PERMITTING; SUBSOIL CONDITIONS; STORMWATER DRAINAGE CONDITIONS; THE EXISTENCE OR CONDITION OF ANY UTILITIES; AND ANY AND ALL OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF THE DEPARTMENT PROPERTY FOR THE USE CONTEMPLATED BY THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 2 SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

3. Project Costs.

The Authority shall pay all costs associated with implementing the Project, including all costs of planning, permitting, design, construction, construction oversight, operation, maintenance, repair and renewal. The Authority shall not cause or permit any liens or encumbrances to attach to any portion of Department Property. The Authority shall, at its expense, retain a consulting engineering firm prequalified by the Department to provide Construction Engineering and Inspection (“CEI”) services (as defined in Chapter 337, Florida Statutes) for all improvements constructed on the Department Property by the Authority or its contractor. All Project design and construction files shall be made readily available to the Department upon their request. Prior to commencing physical construction on the Project within the Department Property, the Authority (or its contractor) shall obtain a payment and performance bond in an amount not less than the cost of construction of the Project, written by a surety authorized to do business in the State of Florida, with the Department as an obligee thereunder. Said bond shall be in a form which is reasonably acceptable to the Department. The bond shall remain in effect until completion of construction and acceptance of the Project by the Authority and the Department.

4. Design and Construction Standards.

The Project shall be designed and constructed in accordance with the 2016 edition of the Department Standard Specifications for Road and Bridge Construction and the Department Design Standards and Manual of Uniform Traffic Control Devices (“MUTCD”), or as shall otherwise be approved by the Department. The following guidelines that are currently in force at the time the improvements are designed and permitted for construction shall apply as deemed appropriate by the Department: the Department Structures Design Manual, the Department Design Build Guidelines, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual, the Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the Florida Green Book), the Department Traffic Engineering Manual, and the Department Construction Project Administration Manual (“CPAM”). The Authority shall submit any construction plans for review by the Department for compliance with the Department’s design standards prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Authority shall notify the Department of the changes and submit the plan changes for Department review for compliance with the Department’s design standards

prior to the changes being constructed. The Authority is authorized to construct the portions of the Project located on the Department Property in accordance with the construction plans submitted and reviewed by the Department, the Department's design standards, the Road and Bridge Standard Specifications and the Design-Build Guidelines. During construction of the Project, the Authority shall maintain the area of the Project at all times and coordinate any work needs with the Department. The design, construction, and CEI of the Project shall only be undertaken by professional consultants and contractors that are prequalified by the Department in accordance with the provisions of Chapter 337, Florida Statutes, and Department rules adopted thereunder. The Authority shall contractually require all contractors and subcontractors to have all required licenses and certifications necessary to work on the Project.

5. Permitting.

All permits, licenses, and other authorizations required for construction of the Project shall be obtained by the Authority, at the Authority's sole cost and expense, from all federal, state, and local entities having jurisdiction, including, but not limited to, the following, if and as applicable: Federal Highway Administration, United States Army Corps of Engineers, the Florida Department of Environmental Protection and the Southwest Florida Water Management District. The Department (at no cost to the Department) shall reasonably cooperate with the Authority in connection with the Authority obtaining all such permits and licenses. All work performed by the Authority (or on its behalf) on the Department Property shall conform to all applicable federal, state, and local regulations. In connection with obtaining the required Environmental Resource Permit, or other equivalent environmental clearance, the Authority shall perform a reevaluation and update the SEIR. No later than the time that the Authority provides the Department with Project plans for review, the Authority shall provide the Department with evidence, satisfactory to the Department in its sole discretion, that the Authority has obtained all required permits and environmental clearances required for construction of the Project.

6. Construction Activities.

All construction of the Project shall be performed in a good and workmanlike manner at no cost or expense to the Department. The Authority shall notify the Department a minimum of 48 hours before beginning construction within Department right of way. The Authority shall notify the Department if construction is suspended for more than 5 consecutive working days. Any construction of the Project shall be performed and arranged in a manner which will not

unreasonably interfere with the convenient, safe, and continuous use, and maintenance and improvement, of the public highway and streets located on or adjacent to the Department Property. The Authority shall be responsible for monitoring construction operations and the maintenance of traffic (“MOT”) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Authority is responsible for the development of a MOT plan and any necessary changes to the MOT plan. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Authority that deviates from the Department Design Standards must be signed and sealed by a Florida licensed professional engineer. During construction of the Project, the MOT plan must be approved by the Department prior to implementation. The Authority shall protect all existing structures on the Department’s right-of-way during construction. The Authority shall maintain its work in such condition that adequate drainage will exist at all times. The construction of the Project shall not temporarily or permanently cause a material adverse effect to existing functioning storm sewers, gutters, ditches, and other run-off facilities. Any fire hydrants on or adjacent to the Department’s right-of-way shall be kept accessible at all times and no material or obstruction shall be placed within fifteen (15) feet of any such fire hydrant. Heavy equipment shall not be operated close enough to pipe headwalls or other structures to cause damage or displacement. The Authority shall perform all required testing and inspection, and shall prepare all required documentation, associated with the design and construction of the Project in accordance with the CPAM. Testing and inspection results, and all documentation, shall be made available to the Department upon request. The Department may, but shall not be required to, perform its own independent testing and inspection during the course of the Project. If the Department determines a condition exists which fails to meet Department standards or threatens the public’s safety, the Department may, at its discretion, cause construction operations to cease and immediately have any improvements that fail to meet Department standards or potential hazards removed from its right of way at the sole cost, expense, and effort of the Authority.

7. Utilities.

The Authority shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations are accurately documented on the construction plans. All utility conflicts shall be fully resolved by the Authority directly with the applicable utility, at no

cost or expense to the Department, provided that no resolution shall impose any new or different obligations on the Department or vary the terms of any permit or other authorization under which a utility occupies any part of the Department Property. Any relocation of a utility to a new location within Department owned right-of-way shall be coordinated with the Department to avoid creating conflicts with future Department projects. To the extent the Department determines appropriate and feasible without any cost to the Department, the Department will request, or authorize the Authority to request on the Department's behalf, relocation of utilities where the permit or other authorization to occupy the Department Property provides for relocation of the utility at the cost of the utility. Nothing in this section shall be construed as requiring the Department to pay any costs associated with relocation of or damage to any utilities on the Department Property or otherwise in connection with the Project.

8. Environmental Pollution.

Execution of this Agreement constitutes a certification by the Authority that the Project will be constructed, operated and maintained in conformance with all applicable environmental laws and regulations including those relating to:

- a. the manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, and transportation of hazardous substances and pollutants;
- b. air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;
- c. releases of hazardous substances and pollutants;
- d. protection of wildlife, endangered, and threatened species and species of special concern, wetlands, water courses and water bodies, historical, archeological, and paleontological resources, and natural resources;
- e. health and safety of employees and other persons with respect to hazardous substances;
- f. notification, documentation, and record keeping requirements relating to the foregoing; and
- g. the securing of any applicable permits.

The Authority will be responsible for any liability in the event of the Authority's non-compliance with applicable environmental laws or regulations, including the securing of any applicable permits in connection with the construction of the Project and/or maintenance of the Project, taking

appropriate action to contain, mitigate and promptly remediate any release of a hazardous material or substance on Department Property by the Authority, its contractors or any third party using the Project for highway purposes, and for any liability that results from the Authority's (or any of its contractors') failure to exercise due care and take reasonable precautions with respect to any hazardous material or substance or pollution existing on the Department Property in connection with the construction of the Project, taking into consideration the characteristics of such hazardous material or substance or pollution, in light of all relevant facts and circumstances, and will reimburse the Department for any loss incurred by the Department in connection therewith. If in the course of, and as a result of, construction of the Project remediation of any hazardous material or substance or pollution existing on the Department Property before the commencement of construction of the Project is required by law, the Authority shall timely perform, or cause to be performed, such remediation work as is required under applicable law. The provisions of this Section 8 shall survive the expiration or earlier termination of this Agreement.

9. Public Safety.

The Authority is responsible for ensuring the safety of the public during all phases of Project construction and maintenance. The Authority and its contractors shall request authority to and take appropriate action to restrict or prohibit travel on any Department owned road when required to protect the traveling public. The Authority shall follow Department procedures for any closure of a Department owned road. Notwithstanding anything to the contrary in any Department or other governmental procedure, if the Authority, or its contractors, become aware of circumstances related to the Project that could present an imminent risk of harm to the travelling public, the Authority shall, and shall require its contractors to, immediately take all appropriate steps to protect the public, including requesting immediate closure of any transportation facility.

10. Completion and Acceptance.

Initial construction of the Project shall be completed on or before December 31, 2021. Prior to completion, the Authority shall remove all of the Authority's property, machinery, and equipment that is not a permanent part of the Project from Department right-of-way and shall restore those portions of Department right-of-way disturbed or otherwise altered by the Project (but not occupied by the Project) to substantially the same condition that existed immediately prior to the commencement of the Project. Upon completion of construction, the Authority shall certify to the Department in writing that construction of the Project has been completed and the Authority has



accepted the Project. For all Project work that originally required certification by a professional engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a professional engineer, certifying that all work which originally required certification by a professional engineer has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations and the justification for each deviation. The Department will review the as-built plans and Project documentation and perform such additional inspections as it requires to verify completion of the Project in accordance with the requirements of this Agreement and the Department shall accept the Project as complete. In the event of and upon notice by the Department to the Authority that it is has determined that construction was not accomplished in accordance with the terms of this Agreement, the Authority shall remedy any deficiency identified by the Department and once the Authority has remedied such deficiency the Department shall accept the Project as complete. Once accepted as complete by the Department, the specific improvements identified in Exhibit C shall be maintained and repaired by the Department in accordance with Department standards. Following completion and acceptance of the Project by the Department, no alteration in the basic configuration or access points to the Project will be made without the consent of the Authority, except to the extent required by law.

11. As-Built Plans.

Upon completion of construction of the Project, the Authority shall file with the Department an as-built set of the digital plans of the Project submitted in compliance with CPAM. The as-built plans shall include the identification of all equipment, and interconnection of major equipment components, that were installed upon the Department Property by or through the Authority. The Authority's Engineer of Record ("EOR") shall signify, by affixing an endorsement (digital seal/signature, as appropriate) on every sheet of the as-built set, that the work shown on the endorsed sheets was produced by or under the direction of the EOR. With the tracings and the as-built set of plans, the EOR shall submit a final set of design computations. The computations shall be in digital format and shall be endorsed (digital seal/signature, as appropriate) by the EOR. The EOR shall also submit the as-built drawings to the Department in CADD files, using a format and layering system reasonably acceptable to the Department.

12. Maintenance of the Project.

Upon completion of the Project and acceptance by the Authority, the Project will be part of the Authority's expressway system and shall be maintained by the Authority in good repair, working order and condition for the useful life of the Project, in compliance with all applicable laws and in a manner which will not unreasonably interfere with the convenient, safe, and continuous use, and maintenance and improvement, of the public highway and streets located on or adjacent to the Department Property. If control of traffic on a Department owned facility, whether by lane closure, installation of traffic control devices or otherwise, is necessary or desirable for maintenance of the Project, the Authority shall provide the Department with advance written notice and request for approval of its proposed traffic control measures. Such notice shall be provided to the Department's District Seven Director of Operations and District Seven Maintenance Engineer. Such notice shall be provided at least two (2) weeks in advance of planned maintenance activities (if control of traffic is required as a result of an unsafe condition related to the Project, the Authority shall provide such notice immediately and shall take all appropriate steps to protect the public, including requesting immediate closure of any transportation facility, as otherwise provided in this Agreement). Control of traffic on a Department owned facility for maintenance of the Project shall be accomplished in the manner approved by the Department following such notice. The Authority shall maintain records of its operation and maintenance of the Project and shall furnish copies of such records to the Department upon request. The Department shall have no duty to inspect or maintain the Project; however, the Department shall have the right, upon no less than two (2) business days' written notice to the Authority, at the Department's sole expense, to enter the Project for purposes of inspection, including conducting an environmental assessment if the Department has reason to believe that a legal violation exists on the Department Property as a result of any Project activities. Such assessment may include but would not be limited to: surveying, sampling of building materials, soil and groundwater, monitoring well installations, soil excavation, groundwater remediation, emergency asbestos abatement, operation and maintenance inspections, and any other action which might be required by applicable law or commercially reasonable industry practice. The Department's right of entry shall not obligate inspection of the Project by the Department, nor shall it relieve the Authority of its sole duty to maintain the Project. If proper maintenance has not been performed by the Authority and the Authority does not cure the failure within thirty (30) days of the date of its receipt of notice from the Department, then the Department may perform or have others perform such maintenance and charge the reasonable and

necessary cost of such maintenance to the Authority. Upon notice from the Department to the Authority of such charges incurred by the Department for the performance of maintenance pursuant to this section, such charges shall become due and payable within thirty (30) days. Renewal and replacement of the Project shall only be accomplished in the manner in which initial construction is authorized under the terms of this Agreement. Changes in design or specifications for the Project that the Authority determines are desirable in connection with any renewal or replacement of the Project may only be accomplished upon review of the proposed plans by the Department for compliance with the Department's design standards, and in the same manner and subject to the same requirements provided by this Agreement for initial construction of the Project, subject to applicable changes in law and changes in the applicable Department design and construction standards.

13. Access to the Project and Department Activities.

The Authority acknowledges that the Department is responsible for operation and maintenance of the federal-aid highway facility located on the Department Property adjacent to the Project. In the event control of traffic on, or access to the Project, whether by lane closure, installation of traffic control devices or otherwise as is necessary or desirable for maintenance, improvement or renewal and replacement of the federal-aid facility, the Department shall provide the Authority with advance written notice and request for approval of its proposed traffic control measures. Such notice shall be provided at a minimum of two (2) weeks in advance of planned maintenance or construction activities. The Authority shall approve the request by the Department within two (2) days of receipt of such notice. The Authority shall not unreasonably withhold approval, it being specifically understood that the ability of the Department to operate and maintain the federal-aid facility in accordance with applicable standards is a condition precedent to the Authority's right to occupy and operate the Project as part of its expressway system. In the event control of traffic is requested as a result of an unsafe condition related to the Department Property, the Department shall provide immediate notice to the Authority and the Authority shall allow access and assist in the coordination of all appropriate steps to protect the public. The Department shall not operate, maintain or repair the Department Property in a manner that would limit or prevent access to the Project on a permanent basis. The Department additionally shall not unreasonably limit or prevent access to the Project on a temporary basis, it being understood that control of access to the Project, and suspension of toll collection on the Project, as necessary to provide for emergency evacuation,

public safety or as authorized by an Executive Order of the Governor or applicable law shall not be deemed unreasonable.

14. Compliance with Laws.

The Authority shall perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, the United States Department of Transportation, the Federal Highway Administration, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities. The Authority is solely responsible for compliance with the use of revenue requirements of 23 U.S.C. §129, as amended or replaced.

15. JURY TRIAL WAIVER.

THE AUTHORITY AND THE DEPARTMENT EACH HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

The provisions of this Section 15 shall survive the expiration or earlier termination of this Agreement.

16. Indemnification.

(a) Third Party Claims

Subject to the terms and conditions of this section, the Authority shall defend, indemnify, save and hold harmless the Department and all of its officers, agents and employees, from any and all third-party claims resulting in actual losses, damages, costs, claims, demands, suits, judgments, fines, penalties, and reasonable attorneys' fees (including appellate and regulatory attorney's fees) of any kind or nature, to the extent arising out of any act, error, omission, or negligence by or through the Authority or its employees, agents, contractors, or subcontractors, made in connection with the Authority's planning, design, construction, operation, maintenance, renewal or replacement of the Project (a "Claim" and collectively

“Claims”); provided, however, that the Authority will not be liable under this subsection (a) for any Claim to the extent arising out of the sole negligence, intentional or wrongful acts of the Department, or any of the Department’s officers, agents, or employees. For Claims covered by this subsection (a), the Authority shall provide counsel reasonably acceptable to the Department and pay all reasonable attorneys’ fees and other litigation costs incurred to fulfill the Authority’s defense and indemnification obligations under this subsection (a). Within thirty (30) days after receiving written notice of a Claim covered by this subsection (a), the Authority shall send written notice to the Department setting forth a statement of known facts pertaining thereto. The Authority shall promptly send the Department a copy of any summons, suit, or subpoena served upon or received by the Authority or any of its agents, employees, or representatives, which asserts a claim or cause of action based upon any act, error, omission, or negligence of the Authority or its employees, agents, contractors, or subcontractors in connection with the Authority’s planning, design, or construction of the Project. If the Department receives notice of a Claim for damages that may have arisen as a result of an act, error, omission, or negligence of the Authority or its employees, agents, contractors, or subcontractors, the Department will promptly forward the Claim to the Authority. The Department’s failure to promptly notify the Authority of a Claim will not act as or constitute a waiver of any rights of the Department under this Agreement, except to the extent that the Authority is prejudiced as a result of such failure. Notwithstanding the foregoing, or anything to the contrary in this Agreement, in no event shall the requirements of this subsection (a) be construed to provide an independent legal basis to hold the Authority or the Department liable to any other person or entity for any damages, whether direct, indirect, punitive, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) and whether arising in contract, tort or otherwise. Nothing in this subsection (a) shall be construed as a waiver or attempted waiver by the Department or the Authority of sovereign immunity in tort under the Constitution and the laws of the State of Florida for the benefit of any third party. However, the indemnification provided in this subsection (a) specifically includes and extends to claimed losses or damages by third parties, in inverse condemnation or otherwise, brought against the Department by owners of property in the vicinity of the Department Property by virtue of the existence of this Agreement or the

design, permitting, construction, maintenance, renewal or replacement of the Project (“Inverse Condemnation Claims”). Inverse Condemnation Claims shall be solely the responsibility of the Authority and the Department shall not be deemed responsible for any portion of such Claims by virtue of having entered into or acting under this Agreement, including, but not limited to, by approving any activities of the Authority pursuant to this Agreement.

(b) Damage to Department Facilities

The Authority shall also indemnify and hold harmless the Department from any other actual losses or damages of any kind or nature to State Road 600 or any other Department owned facility or property, to the extent arising out of any act, error, omission, or negligence by or through the Authority or its employees, agents, contractors, or subcontractors, made in connection with the Authority’s design, permitting, construction, operation or maintenance of the Project; provided, however, that the Authority will not be liable under this subsection (b) for any losses or damages to the extent arising out of the sole negligence, intentional or wrongful act of the Department, or any of the Department’s officers, agents, or employees.

(c) The Authority agrees to include the following indemnification clause in all contracts entered into after the date of this Agreement with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

“The Authority’s contractor/consultant shall indemnify and hold harmless the Authority and the State of Florida, Department of Transportation, including the Department’s officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this agreement. This indemnification shall survive the termination of this agreement.”

(d) Survival

This section 16 shall remain in full force and effect in accordance with its terms and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its

representations, warranties or covenants hereunder or by the expiration, termination, or rescission of this Agreement by any Party.

(e) The provisions of this Section 16 are solely with respect to the Authority and the Department. No third party shall have the right to seek indemnification from the Authority pursuant to this Section 16, and by entering into this Agreement, the Authority expressly reserves its rights with respect to sovereign immunity to the extent applicable to any third party claims.

17. Insurance.

The Authority will, at all times, include the Project in the insurance program required by Section 5.10 of the Authority's Amended and Restated Master Bond Resolution dated November 19, 2012, as amended from time to time, but always including multi-risk insurance on the Project that are of an insurable nature covering direct physical damage to the Project in amounts which the Authority's general engineering consultant certifies as sufficient to repair, restore and replace the Project. The Authority covenants and agrees that the proceeds of any insurance policies paid to the Authority in connection with damage to the Project shall be used solely to repair, restore and replace the Project and the Department Property. The Authority will, at all times, require its contractors performing work on the Project during construction and the Project upon completion and acceptance of the Project to carry commercial general liability insurance against loss or liability in connection with bodily injury, personal injury, death, or property damage or destruction occurring on or about the Department Property to the extent caused by the contractor's construction, operation, or maintenance of the Project and include the Department as an additional insured under such insurance, in the manner required of Department contractors by the Department Standard Specifications for Road and Bridge Construction.

18. Conditions Precedent.

The Memorandum of Agreement between the Parties dated November 21, 2016, provided:

"The Parties shall incur no obligations under this Agreement until:

- a. The Department has received evidence satisfactory to it in its sole discretion that the Federal Highway Administration does not object to the Project or this Agreement.
- b. The Authority has received an opinion of its bond counsel satisfactory to it in its sole discretion that this Agreement does not violate the terms of any resolution or indenture of the Authority pursuant to which revenue bonds of the Authority have been issued.



The Parties will notify each other of the satisfaction of such conditions.”

The Parties acknowledge such conditions precedent have been satisfied.

19. E-Verify.

The Authority:

- a. shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Authority during the term of this Agreement; and
- b. shall expressly require any contractors and subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the contractor or subcontractor during the term of this Agreement.

20. Public Records.

The Authority shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Authority in conjunction with this Agreement. Specifically, the Authority shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Authority.
- b. Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements for retaining public records and transfer, at no cost, to the Department copies of all public records regarding the Project in possession of the Authority.

All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Authority to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Authority shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Authority and shall promptly provide the Department a copy of the Authority’s response to each such request.

The provisions of this Section 20 shall survive the expiration or earlier termination of this Agreement.

21. Miscellaneous.

a. The Authority acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had an adequate opportunity to review this Agreement with legal counsel of the Authority's choosing. The Authority has entered this Agreement freely and voluntarily. The Department acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had an adequate opportunity to review this Agreement with legal counsel of the Department's choosing. The Department has entered this Agreement freely and voluntarily. This Agreement contains the complete understanding of the Parties with respect to the subject matter of this Agreement. All prior understandings and agreements, oral or written, made between the Parties are merged in this Agreement, which alone, fully and completely expresses the agreement between the Department and the Authority with respect to the terms of this Agreement. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or the Authority unless in writing and signed by both Parties.

b. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

c. The Authority may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department Secretary, which may be withheld at his or her sole discretion.

d. Except as specifically provided herein, nothing in this Agreement or in any documents executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the Department or the Authority of its sovereign immunity in tort under the Constitution and laws of the State of Florida.

e. This Agreement is governed by the laws of the State of Florida, and any applicable laws of the United States of America. Venue for any action arising under this Agreement shall be in Leon County, Florida.

f. If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of this Agreement will remain in full force and effect. The Department and the Authority shall endeavor in good-faith negotiations to replace the invalid, illegal, or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal, or unenforceable provision.

g. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

h. The parties acknowledge that the definition of the Project as set forth herein is solely for the purposes of this Agreement and that the Authority may include the Project within the scope of a larger capital improvement project that incorporates improvements within the Authority's right-of-way. The Authority's capital improvement project (including the Project as defined for the purposes of this Agreement) is generally depicted in Exhibit A.

i. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

j. No affixed, third-party advertising signs of any kind are permitted on the Department Property.

k. The Authority agrees and warrants that in the performance of this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, sex, religion, or national origin in any manner prohibited by the laws of the United States or the State of Florida applicable to the Authority. The Department shall consider the Authority's knowing employment of unauthorized aliens in violation of Section 274(e) of the Immigration and Nationalization Act to be a default under this Agreement.

l. This Agreement shall not create any third party beneficiary under this Agreement, nor shall this Agreement authorize anyone not a party to this Agreement to maintain a suit

against the Department or the Authority pursuant to the terms of this Agreement. The Authority's bondholders shall not be entitled to make or assert any claim or suit against the Department under this Agreement.

m. All Exhibits attached to this Agreement are incorporated in this Agreement.

n. All notices, demands, or other writing required to be given, made, or sent, or which may be given, made, or sent, by either party to the other, shall be deemed to have been fully given, made, or sent when made in writing and either personally delivered by hand, overnight courier, or deposited in the United States mail, registered certified and postage prepaid, and sent to the following:

To the Department:

State of Florida, Department of Transportation  
Secretary  
605 Suwannee Street, Tallahassee, FL 32399

With a copy to:

State of Florida, Department of Transportation  
General Counsel  
605 Suwannee Street, M.S. 58, Tallahassee, FL 32399

To the Authority:

Tampa-Hillsborough County Expressway Authority  
Attn: Executive Director  
1104 E. Twiggs Street, Suite 300  
Tampa, FL 33602

With a copy to:

Tampa-Hillsborough County Expressway Authority  
Attn: General Counsel  
1104 E. Twiggs Street, Suite 300  
Tampa, FL 33602

o. This Agreement may be executed in two or more counterparts and duplicate originals which have been signed and delivered by each of the Parties (a party may execute a copy of this Agreement and deliver it by electronic mail transmission; provided, however, that any such party shall promptly deliver an original signed copy of this Agreement).

p. **Notwithstanding any other provision of this Agreement, nothing in this Agreement shall be construed to be a covenant by the Department for the benefit of, or enforceable by, the Authority's bondholders.**

The provisions of subsections d, e, l, and p of this Section 21 shall survive the expiration or earlier termination of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The Tampa-Hillsborough County Expressway Authority, signing by and through its Chairman, authorized to execute same by Authority action of the \_\_\_\_ day of \_\_\_\_, 20\_\_ and the State of Florida, Department of Transportation, signing by and through its Secretary, duly authorized to execute same.

The Tampa-Hillsborough County Expressway Authority

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and  
legal sufficiency:

\_\_\_\_\_  
General Counsel

State of Florida  
Department of Transportation

By: \_\_\_\_\_

Legal Review:

Date: \_\_\_\_\_

\_\_\_\_\_

Exhibit A

SEIR

DRAFT



## Exhibit B

### Description of Authority Project

DRAFT

## Exhibit C

Specific Improvements Excluded from the Definition of the Project  
Following Completion and Acceptance of Initial Project Construction

DRAFT

## **V.**

### **Staff Reports**

- A. Operations & Maintenance – *Brian Pickard*
- B. Toll Operations – *Rafael Hernandez*
- C. Finance Update – *Jeff Seward*
- D. Public Affairs & Communications – *Sue Chrzan*

## **VI. A.**

# **Executive Reports**

Executive Director – *Joe Waggoner*

1. Contract Renewal & Expiration report

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

Report month: **November 2020**

Project Manager	Firm	Description of Services	Contract Effective Date	Contract End Date	Term of Contract (Years)	Bid / Renew / End
Amy Lettelleir	Public Trust Advisors	Investment Advisor Services	5/2/2018	5/1/2021	3 Years + 2 additional one-year renewal option	<b>Renew</b> (1st year renewal ~ May 2021 through May 2022)

**VI. B.**

General Counsel

**Amy Lettelleir, Esq.**

# **VI. C. 1.**

## **Executive Reports**

Chairman – *Vincent Cassidy*

### Upcoming Meetings

- THEA Board Meeting – Monday December 14, 2020
- THEA Board Meeting 2021 Schedule





### 2021 Board Meeting Schedule

Month	Meeting	Date	Time
January	Board Committees as a Whole	1/11/2021	1:30 p.m.
	Board Meeting	1/25/2021	1:30 p.m.
February	Board Committees as a Whole	2/08/2021	1:30 p.m.
	Board Meeting	2/22/2021	1:30 p.m.
March	Board Committees as a Whole	3/08/2021	1:30 p.m.
	Board Meeting	3/22/2021	1:30 p.m.
April	Board Committees as a Whole	4/12/2021	1:30 p.m.
	Board Meeting	4/26/2021	1:30 p.m.
May	Board Committees as a Whole	5/10/2021	1:30 p.m.
	Board Meeting	5/24/2021	1:30 p.m.
June	Board Committees as a Whole	6/14/2021	1:30 p.m.
	Board Meeting	6/28/2021	1:30 p.m.
July	Board Committees as a Whole	7/12/2020	1:30 p.m.
	Board Meeting	7/26/2020	1:30 p.m.
August	Board Committees as a Whole	8/09/2021	1:30 p.m.
	Board Meeting	8/23/2021	1:30 p.m.
September	Board Committees as a Whole	9/13/2021	1:30 p.m.
	Board Meeting	9/27/2021	1:30 p.m.
October	Board Committees as a Whole	10/11/2021	1:30 p.m.
	Board Meeting	10/25/2021	1:30 p.m.
November	Board Meeting	11/15/2021	1:30 p.m.
December	Board Meeting	12/13/2021	1:30 p.m.

All meetings are on Monday unless otherwise noted