

Tampa-Hillsborough County Expressway Authority

Board Meeting Packet

January 25, 2021



**Meeting of the Board of Directors
January 25, 2021 - 1:30 p.m.**

**Port of Tampa
815 Channelside Drive, Tampa, FL 33602
Cruise Terminal 3, 2nd Floor**

Due to renovations at THEA's Headquarters' facility at 1104 E. Twiggs St., monthly Board of Director meetings will be held at the Terminal 3 Port of Tampa, through June 2021.

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 and Pledge of Allegiance

II. Public Input Presentations

III. Consent Agenda

A. Approval of Minutes of the November 16, 2020 Board of Directors Meeting

B. Increase in Funding for Railroad Flaggers with CSX Agreement for the Selmon West Extension - \$183,000 (Total payment to CSX expected to be \$1,085,208)

C. Approval of the changes to the Amended and Restated Memorandum of Agreement and the exhibits thereto with FDOT for the Selmon West Extension Project.

D. Task Order for HNTB Sketch Level Analysis for \$75,000, Capital Budget

IV. Discussion/Action Items

A. Planning Committee – Shaun Oxtal, Chairman

1. Traffic and Revenue Services *Attachment – Bob Frey, Staff*

Purpose: To provide traffic and revenue services, including investment grade studies for financial planning on the THEA toll road systems,

including studies and any extension projects, expansion projects, or candidate projects and other services as needed.

Funding: Capital Budget

Action: Request the Board:

- a) Approve selection of Evaluation Committee for traffic and revenue services.

Rank	Firms	Total Score	Average Score
1	Stantec	294	98

- b) Authorize and direct staff to negotiate and execute a contract with Stantec for traffic and revenue services. Contract is subject to review and approval of THEA General Counsel.

B. Operations & Maintenance Committee – Bennett Barrow, Chairman

1. REL Load Center Upgrades Task- Attachment- Brian Pickard, Staff

Purpose: To upgrade Load Centers in the REL in preparation of Pier Lighting installation. Negotiations were conducted and finalized with Ferrovia who is THEA's Asset Maintenance Contractor.

Funding: Capital Budget \$55,755

Action: Board approval to authorize THEA staff to execute a task order with Ferrovia totaling \$55,755 to upgrade and make functional 15 load centers in the REL Bridge.

2. Selmon West Extension Project Hurricane Dorian Reimbursement - Attachment - Brian Pickard, Staff

Purpose: Reimburse Kiewit for preparation and repair costs related to Governor Declared Emergency for Hurricane Dorian. In accordance with contract terms Kiewit is to be reimbursed for direct costs related to Hurricane preparation, repair of damaged works, and idle equipment due to extended shutdown. The original contract amount was \$230,058,000.00. The proposed change in the contract is \$122,224.00 which is .05% increase.

Funding: Capital Budget

Action: The Board to approve a change order to Kiewit Infrastructure South Co. in the amount of \$122,224.00 to reimburse costs for storm

preparation and repair on the Selmon West Extension Project caused by Hurricane Dorian.

3. Approval of Shortlist Recommendations and Subsequent payment of Stipend for East Selmon Slip Ramps (ESSR) Design Build Teams – Attachment - Brian Pickard, Staff

Purpose: The selection process for the ESSR design build contract starts with Letter of Interest (LOI) submitted by interested design build firms. The technical review committee (composed of THEA representatives) then ranks the LOI's and the top four ranked teams are authorized to go forward to prepare responses to the request for proposal. The teams not selected during the final selection process, but, shortlisted, will receive stipends in accordance with the FDOT design build stipend calculations. The stipend amounts for this project will be \$40,000 each for the firms ranked 2-4.

Funding: Capital Budget \$120,000

Actions: Requests the Board:

- a) Approve the Evaluation Committee recommendation for ranking of the Letter of Interest for their Response to Request for Proposal.

Firm Name	Total Score	Averaged Score
Ajax Paving Industries of Florida	58	19.33
Superior	55	18.33
Middlesex Corporation	52	17.33
Cone & Graham	49	16.33

- b) Approve the shortlist selection recommendation of the top four (4) ranked firms and direct staff to move forward with the procurement process.
- c) Approve award of stipends in the amount of \$40,000 for 3 of the short-listed firms that respond to the Request for Proposals for the East Selmon Slip Ramps Design Build contract. Those rankings will be brought to the Board after evaluation and ranking.

4. Construction Engineering Inspection (CEI) Services for the East Selmon Slip Ramps Design-Build Project – Attachment - Brian Pickard, Staff

Purpose: To procure CEI services for the East Selmon Slip Ramps Project

Funding: Capital Budget

Action: Requests the Board to approve the recommendation of the Evaluation Committee to shortlist Letters of Response submittals for this project to the next phase of procurement. Six firms submitted Letters of Interest. The Evaluation Committee recommends

shortlisting the following firms. Approve the shortlist selection recommendation of the top three (3) ranked firms and direct staff to move forward with the procurement process.

Firm Name	Total Score	Averaged Score
Conсор Engineering	56.5	18.83
HDR	54.5	18.17
Lochner	53	17.67

5. Tolling In-lane Loop Replacements for Automatic Vehicle Classification (AVC) System – Attachment – Rafael Hernandez, Staff

Purpose: To support the scheduled asphalt resurfacing and install new- in lane magnetic loops to detect and classify vehicles traveling through toll sites.

Toll Site Locations Scheduled for Asphalt Resurfacing	Cost
West Mainline Gantry (Westbound)	\$ 26,632.55
West Mainline Gantry (Eastbound)	\$ 19,728.59
Willow Street On Ramp	\$ 12,413.15
Willow Street Off Ramp	\$ 12,413.15
Plant Avenue Off Ramp	\$ 12,413.15
Plant Avenue On Ramp	\$ 12,413.15
22nd Street On Ramp	\$ 12,413.15
Total	\$ 108,427.00

Funding: Capital Budget \$ 108,427.00

Action: To authorize THEA staff to issue a task order for TransCore, LP in the amount not to exceed of \$108,427.00 to install new in-lane magnetic loops at toll sites scheduled for asphalt resurfacing.

C. Audit/Finance Committee (Chairman- Vincent Cassidy/ Jeffrey Seward)

1. FY20 Financial Statements- Attachment – Rivero Gordimer & Company Julie Davis, Jon Stein, Sam Lazzara

Purpose: To accept FY20 audited Financial Statements

Action: Acceptance of the Financial Statements, as audited by Rivero Gordimer & Company, for Fiscal Year 2019-2020.

2. FY2021 Operating Budget Amendment - Attachment- Jeff Seward, Staff

- Purpose:** To provide for funding for unanticipated or unbudgeted operating expenditures for FY2021.
- Funding:** General Revenue
- Action:** Request the Board to approve FY 2021 operating amendment.

D. General Counsel – Amy Lettelleir, Esq.

1. Human Resources Policy Updates

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 Committees as a Whole - February 8, 2021
- THEA Board Meeting - February 22, 2021

VII. Old Business

VIII. New Business

IX. Adjournment

III. A.
CONSENT AGENDA

Approval of Minutes of the November 16, 2020 Board Meeting

DRAFT

Tampa-Hillsborough County Expressway Authority
Minutes of November 16, 2020 Board Meeting
1104 E. Twiggs Street
Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on November 16, 2020 based in the Authority's Transportation Management Center, 1104 E. Twiggs Street, Tampa, Florida. The following were present:

BOARD:

Vincent Cassidy, Chairman
Bennett Barrow, Vice Chairman
Danny Alvarez, Secretary
FDOT D-7 Secretary David Gwynn, Member

STAFF:

Joe Waggoner, Amy Lettelleir, Robert Frey, Sue
Chrzan, Rafael Hernandez, Brian Pickard, Jeff
Seward, Julie Aure, Brian Ramirez, Lilly Salas

**BALLARD PARTNERS
HNTB
NELSON MULLINS**

Todd Josko
Al Stewart
Joseph Stanton

I. CALL TO ORDER

Chairman Vincent Cassidy called the meeting to order at 1:30 p.m., followed by Joe Waggoner leading the recitation of the Pledge of Allegiance.

II. PUBLIC INPUT PRESENTATIONS

There were no individuals signed up to publicly address the Board at this meeting of November 16, 2020.

III. CONSENT AGENDA

The Chairman then continued with the Consent Agenda approvals.

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

Chairman Cassidy asked for a motion to approve. Mr. Danny Alvarez 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. East Hillsborough Improvements Review and Management Support - Bob Frey

Mr. Frey addressed the Board noting the first item is 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 initiatives that qualify for such support.

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

These items will be drawn from the capital budget for \$75,000. Mr. Frey is requesting the Board to authorize THEA staff to execute a 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. If money is left it will be used for projects around the area.

Chairman asked for a motion to discuss. Mr. Danny Alvarez first moved, and Mr. Bennett Barrow seconded the motion.

The Chairman questioned the use of these funds for future projects if the funds were not exhausted? Mr. Frey clarified yes but not to exceed, and THEA will use the funds for future projects if they occur.

Mr. Waggoner explained that Mr. Frey is asking for contract authorization for \$75,000 to perform First item to look at is the US 301/Selmon interchange and the Coke a Cola proposal with other developments. The analysis will identify issues that will impact the Selmon Expressway and propose solutions. The balance of funds will go to the same type work.

Chairman explained he just wanted clarification on tracing the spend.

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

B. Operations & Maintenance Committee – Bennett Barrow, Chairman

1. Construction, Engineering, and Inspection (CEI) Consultants for Miscellaneous Paving of Ramps and Mainline at Select Locations Between Euclid and US 301- Brian Pickard

Mr. Pickard reported to the Board the need to procure services from CEI Consultants 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.

These items will be drawn from the capital budget for \$251,000. Mr. Pickard is requesting the Board to authorize the Executive Director to sign a purchase order 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.

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

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

Mr. Pickard reported the need to replace areas of asphalt on the expressway mainline and ramps that are failing. The work necessitates the loop replacement in some of the ramps and the west toll plaza gantry. Mr. Pickard informed the Board that Hubbard Construction was the lowest bidder.

Hubbard	Bid	\$1,579,000
Ajax	Bid	\$1,589,000
Preferred Materials	Bid	\$2,586,037

Mr. Pickard is requesting the Board to 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.

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

The Chairman asked what the life expectancy of this project is. Mr. Joe Waggoner commented fifteen years.

3. Security Officer for TMC - Brian Pickard

Mr. Pickard explained the need to have a Security Officer at THEA's front door during the Building Renovations to ensure their staff and the contractors are safe. THEA received three bids.

Valid Protection Services	\$976 Week
Guardian Services Agency	\$997 Week
Signal Security	\$1,506 Week

This item will be drawn from the Administrative Budget for \$40,000.

Mr. Pickard is requesting 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 per week for Security Services during THEA's headquarters Building Renovations.

Mr. Alvarez asked if this is something THEA is planning for the foreseeable future. Mr. Waggoner mentioned an incident that happened a month ago, where an individual entered the facility creating a scene with one of our employees in an inappropriate manner. Mr. Alvarez asked what the length of the contract is. Mr. Pickard replied 40 weeks. Mr. Alvarez noted this is a logical spend that should be expanded for THEA to continue to have a security officer. Mr. Waggoner stated he is looking into it.

The Chairman asked for a motion. Mr. Alvarez first moved, and Mr. Barrow seconded 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 501.00 Approval Thresholds

Ms. Lettelleir presented to the Board an update to policy 501.00 to increase the Executive Director's approval threshold for construction and contracts from \$30,000 to \$50,000.

Action: Adoption of Policy 501.00 amended.

The Chairman asked for a motion. Mr. Barrow first moved, and Mr. Alvarez second the motion.

The Chairman stated how he has been verifying the best practices within the community for this threshold to be \$50,000 and Ms. Lettelleir confirmed and has done her research and the amount is correct.

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

D. Chairman – Vince Cassidy/Joe Waggoner

1. Government Relations & Lobbyist Services

Mr. Waggoner explained to the Board the need to provide regional, state, and federal legislative consulting and government relations services for or on behalf of THEA.

Funds will be from the Administrative Budget for a maximum of \$365,000. Action requests of 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 an additional single service contracts with the second and third ranked firms. Contracts are subject to review by THEA General Counsel.

The Chairman asked for a motion. Mr. Barrow first moved, and Mr. Alvarez second the motion.

The Chairman asked if Mr. Waggoner could explain the need for federal lobbyist services. Mr. Waggoner explained that the purpose of these services is to have someone in D.C. advocating for THEA at the federal level. THEA currently has someone at the local level, he continued to explain that this will be a great opportunity for THEA to have exposure at a federal level.

Mr. Alvarez observed the considerable difference between 98.33 and 65 and 50; he questioned what makes that up. Mr. Waggoner replied that the Corcoran/Ballard's joint proposal had all services in one concept. Corcoran has a lot of experience with THEA and in the toll industry in the state of Florida. The other two firms were players at the federal level only, but not at the local level.

Mr. Gwynn asked if this is a retainer or to be issued out on individual tasks. Mr. Waggoner replied the concept is a retainer, just as the current lobby services was procured under retainer on a monthly payment. The amount could be part of the negotiation. Mr. Gwynn also asked if the monthly fee is going to be 3 times the current one. Mr. Waggoner replied if their proposal and their proposed rates as is are accepted, it will be 3 times of what is currently paid to them.

The Chairman added that THEA currently has Vistra Communications under contract but are used as needed. Mr. Waggoner further explained that for the state, regional and federal participation, Corcoran is proposing a monthly payment. Mr. Gwynn asked how much is this monthly. Mr. Waggoner replied that it would be \$300K, at \$25K a month, including the \$10K that is being paid currently to Corcoran and Ballard Partners; a total of approximately to \$30K a month. Whereas Vistra, they would be used as needed. Corcoran estimated a proposed a combined total of \$365K a year. The Chairman remarked that \$300K is with Corcoran plus \$65K with Vistra; a joint proposal. Deduct \$65K, it will be \$300K which is \$25K a month.

Mr. Gwynn asked if the federal money that THEA will go after could be used for the toll roads. Mr. Waggoner replied yes and added that toll roads can be built using federal funds. A good example would be the I-4 Selmon Connector. It is a turnpike facility, and large sum of federal funds were used to build that project. Mr. Waggoner said THEA would pursue discretionary funds and compete for things similar to the Connected Vehicles (CV) project. He also noted, "we would not be competing for the portion of the Federal formula funds allocated to the states.

Mr. Alvarez questioned what opportunities and best fits might arise? Mr. Waggoner replied that the ACES programs present several opportunities each year. Mr. Alvarez stated if THEA is to start doing that, there will need to be an accountability with feedback to the Board, especially with THEA's PD&E today. Mr. Waggoner replied that THEA has experience with the PD&E Selmon Greenway and Bus Toll Lane Study those 2 projects were about \$5M and then THEA pursued the CV pilot for another \$17M and the CV phase 2 for \$4M of federal funds. Mr. Alvarez asked if we had a lobbyist's what more could have been accomplished? Mr. Waggoner replied that he was proud of what THEA has accomplished so far requesting federal funds, but he believes it could be better; and THEA should get a return on the investment. Mr. Alvarez shared the sentiment.

In conclusion, the Chairman remarked that THEA State level government relation services will remain the same, and add federal lobbying to it, and adding a regional level for about \$5000 a month. He asked Mr. Waggoner for his thoughts for that spending. Mr. Waggoner replied, it comes back to not only working in Hillsborough County, but to THEA's on-going strategic plan to offer its services to the counties adjacent to THEA. He believes there's opportunity for THEA to be better coordinated in the region. It is a challenge for THEA staff to cover that kind of area. If there is a lobbyist to keep their "thumb on the pulse" on what is going on out there and they can speak for THEA as needed.

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

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

Mr. Waggoner noted how 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 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.

Chairman asked if Secretary Gwynn wanted to make a motion with an addition.

Secretary David Gwynn, stated he “authorizes the Executive Director to negotiate with FDOT concerning the contents of Exhibit C to be attached to the Amended and Restated Memorandum of Agreement and to agree to Exhibit C on behalf, and with full authority of the Board and approve same with concurrence of the General Counsel.”

Chairman asked General Counsel Ms. Lettelleir, is that a motion to amend the proposed motion or a sufficient motion for THEA to address the MOA with additional, exhibits. Ms. Lettelleir replied yes to Secretary David Gwynn’s motion and amendment together with the original motion.

The Chairman asked for a motion. Mr. Alvarez first moved, and Mr. Barrow seconded the motion. The Chairman noted now the motion can be amended. Chairman asked if there was any discussion, the vote was called by roll call, and the motion carried.

Chairman thanked Secretary Gwynn for the role he played in this project.

V. STAFF REPORTS

A. Operations & Maintenance – Brian Pickard

Mr. Pickard initiated his report with slides of an overview of the progress made on the Selmon West Extension. He stated they only had two more spans to complete with only 48 segments left at the casting yard.

Chairman stated he would like to be notified when the last segment is set in place. Mr. Alvarez echoed the same request.

Selmon South is on the finishing touches. There is some debris to be picked up and some drainage to complete for final acceptance.

Mr. Pickard stated the Pier Up-Lighting Project is going well. They are putting in the conduit into the segments from 22nd to 39th Street. Old lighting foundation removal is scheduled to start next week.

Mr. Pickard mentioned he was hoping to have the lights functioning before the Super Bowl, but because of COVID- 19 delivery has slowed the process. He notified the Board the delivery of the lights is not on schedule. Few, if any, lights will be operational by the Super Bowl.

B. Toll Operations – Rafael Hernandez

Mr. Rafael Hernandez briefed the Board on toll operations for October 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 4.6% on total accounts

processed and a minus 20% for transactions processed, compared to October 2019, counts by doing 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 20% on the east group combining the REL. Mr. Hernandez reported how THEA continues servicing over 86,000 vehicles daily.

Mr. Barrow requested a comprehensive year to date traffic report. Mr. Hernandez said he will provide the report.

C. Finance Update – Jeff Seward

Mr. Seward discussed that currently we are aligned with the budget for both revenues and expenditures and explained that in January there will be a new format to the Board report since THEA's original reporting of the full year of revenue simply divided by 12 does not take into account the new environment THEA stands with COVID-19. Mr. Seward continued with a report on the agency's 2020 Small Business Enterprise (SBE) expenditures stating that THEA is contributing effectively to the local small businesses.

The Chair asked if these were based on Federal definition of SBE's and Mr. Seward stated yes, and that a more in-depth detailed report will be forthcoming to the Board.

D. Public Affairs & Communications – Sue Chrzan

Ms. Chrzan reported on the Florida Automated Vehicle Summit. 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, December 3rd from 11:00 a.m. to 12:00 p.m. Mr. Jonas will be speaking on "Cars & Climate how the Big Tech, Fleets, and Cities Drive the EV Revolution."

VI. EXECUTIVE REPORTS

A. Executive Director (Joe Waggoner)

1. Contract Renewal & Expiration report

Mr. Waggoner reported that the contract with the firm Public Trust Advisors for investment advisor services will have its first-year renewal beginning May 2021, unless otherwise directed by the Board.

B. General Counsel (Amy Lettelleir, Esq.)

Ms. Lettelleir had no new report.

C. Chairman (Vincent Cassidy)

Upcoming Meetings

December Board Meeting has been cancelled. The next Committee as Whole Meeting will be held on January 11th. Board of Directors Meeting will be held January 25th, 2021.

VII. ADJOURNMENT

With no further business to come before the Board, Chairman Cassidy adjourned the meeting at 2:15 p.m.

APPROVED: _____
Chairman: Vincent J. Cassidy

ATTEST: _____
Vice-Chair: Bennett Barrow

DATED THIS 25th DAY of January 2021

DRAFT

III. B.

CONSENT AGENDA

Increase in Funding for Railroad Flaggers with CSX Agreement for the Selmon West Extension - \$183,000 (Total payment to CSX expected to be \$1,085,208)

From: [Criss, John W](#)
To: [Brian Pickard](#)
Cc: [James Drapp](#); [Judith Villegas](#); [Terry Opdyke](#); [Sally Fisher](#); [Matthew.Kappler \(Matthew.Kappler@cardno.com\)](#); [Jeff Seward](#)
Subject: RE: Funding Request- {FL2169; Tampa, Hillsborough County, FL; W. Gandy Blvd (US92); 626349E; Tampa Terminal Subdivision: A 887.79; FPID 439023-1-52-01}
Date: Friday, December 18, 2020 8:11:24 AM

Brian,

In my conversations with Jeffrey Shaw, we estimated that Kiewit would be finished with the work requiring the flagger at the end of January. If we extend to the end of April and use the provided rates and multiplier, I would estimate that funding would need to be increased (including the requested \$101,935) to a total of \$ 183,042 (I would say \$183,000) (see calculation line below). This excludes any other engineering cost from CSX.

(28 + 30 + 31) days * (\$504)*(2.495) + (29+31+30)* \$75	= \$ 73,734
Contingency (10%)	= \$ 7,373
CSX January add	= \$ 101,935
Estimated Total	= \$ 183,042

As for application in a progress payment, are you going to show this from your accounting side as a reduction in payment? You will need to advise how we move forward. Once we know, we will let Kiewit know the details. We will give them the heads up today that that reimbursement request will be coming soon.

Hope this answers what you are looking for. Please advise if you need anything else.

John W. Criss, PE

Sr. Project Engineer
CM Services - West Florida

☐ 813-281-4547 ☐ 813-843-8926



4811 W. Gandy Blvd. Suite A Tampa, FL 33611



Company    

From: Brian Pickard <brian.pickard@tampa-xway.com>

Sent: Friday, December 18, 2020 7:49 AM

To: Criss, John W <John.Criss@atkinsglobal.com>

Cc: James Drapp <jdrapp@hntb.com>; Judith Villegas <judith.villegas@tampa-xway.com>; Terry Opdyke <topdyke@hntb.com>; Sally Fisher <Sally.Fisher@tampa-xway.com>; Matthew.Kappler (Matthew.Kappler@cardno.com) <Matthew.Kappler@cardno.com>; Jeff Seward

<jeff.seward@tampa-xway.com>

Subject: FW: Funding Request- {FL2169; Tampa, Hillsborough County, FL; W. Gandy Blvd (US92); 626349E; Tampa Terminal Subdivision: A 887.79; FPID 439023-1-52-01}

John, please provide me with your best guess on the amount we need through the end of April. The attachment shows that we will be charging Kiewit nearly \$700,000, so, if we apply that in a Progress Payment, we won't have to go to the Board for additional funding. I will need to figure out from Jeff Seward if we can go ahead and pay CSX before getting the credit in a payment to Kiewit.

Brian W. Pickard, P.E,
Director of Operations and Engineering
Tampa Hillsborough County Expressway Authority
1104 E. Twiggs Street, Suite 300
Tampa, Florida 33602
Phone: 813-272-5987



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From: Shaw, Jeffrey <JShaw@benesch.com>

Sent: Thursday, December 17, 2020 5:37 PM

To: Brian Pickard <brian.pickard@tampa-xway.com>; Criss, John W <John.Criss@atkinsglobal.com>

Cc: Johnson, Nancy (External) <Nancy_Johnson@csx.com>; Pearson, Natalie <Natalie_Pearson@csx.com>; Price, Steven <SPrice@benesch.com>; Showman, Clayton <CShowman@benesch.com>; Snyder, Jill <JSnyder@benesch.com>

Subject: Funding Request- {FL2169; Tampa, Hillsborough County, FL; W. Gandy Blvd (US92); 626349E; Tampa Terminal Subdivision: A 887.79; FPID 439023-1-52-01}

Mr. Pickard,

Please see the attached revised FAE which CSXT has reviewed and approved for your use and distribution in securing of additional funding for the subject project. **THEA/FDOT will need to secure an additional encumbrance of \$101,935**, for a total project budget of \$1,004,143.

This additional request amount was discussed at length with Mr. John Criss of Atkins, who I spoke with about the remaining onsite work and proposed schedule end dates. I have requested more information from your previous request for flagging charges for the life of the project, and will provide these to you once available.

Please let me know if you have any questions.

Thank you, Have a great Holiday,

Jeffrey Shaw, PE | Project Manager – Rail Division

Alfred Benesch & Company | 225 Water Street, Suite 1510, Jax. FL, 32202

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ESTIMATE SUBJECT TO REVISION AFTER: 12/15/2021**DOT NO.:** 626349E**CITY:** Tampa**COUNTY:** Hillsborough**STATE:** FL**DESCRIPTION:** CE&I and Flagging Services for the Selmon West Expressway Extension ramp construction over CSXT at W. Gandy Blvd.**ZONE:** Florida**SUB-DIV:** Tampa Terminal**MILE POST:** A 887.79**AGENCY PROJECT NUMBER:** FDOT# 439023-1-62-01; THEA O-01916**PRELIMINARY ENGINEERING:**

212	Contracted & Administrative Engineering Services	\$	75,750
	Subtotal	\$	75,750

CONSTRUCTION ENGINEERING/INSPECTION:

212	Contracted & Administrative Engineering Services	\$	170,867
	Subtotal	\$	170,867

FLAGGING SERVICE: (Contract Labor)

70	Labor (Conductor-Flagman)	\$	-
50	Labor (Foreman/Inspector) 500 Days @ \$ 504.00	\$	252,000
70	Additive (Transportation Department)	\$	-
50	Additive 149.50% (Engineering Department)	\$	376,740
230	Expenses (Engineering Department) 500 Days @ \$ 75.00	\$	37,500
230	Expenses (Transportation Department)	\$	-
	Subtotal	\$	666,240

SIGNAL & COMMUNICATIONS WORK:

		\$	-
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TRACK WORK:

		\$	-
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PROJECT SUBTOTAL:

		\$	912,857
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900	CONTINGENCIES: 10.00%	\$	91,286
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PROJECT TOTAL:

		\$	1,004,143
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CURRENT AUTHORIZED BUDGET:

		\$	902,208
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TOTAL SUPPLEMENT REQUESTED:

		\$	101,935
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DIVISION OF COST:

	Agency 100.00%	\$	101,935
	Railroad 0.00%	\$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: C. Showman

Approved by: **KSW** CSXT Public Project Group

DATE: 08/14/17 REVISED: 12/15/20

DATE: 12/17/20

III. C.

CONSENT AGENDA

Approval of the changes to the Amended and Restated Memorandum of Agreement and the exhibits thereto with FDOT for the Selmon West Extension Project.

AMENDED AND RESTATED MEMORANDUM OF AGREEMENT

This Amended and Restated Memorandum of Agreement (“Agreement”) is entered into this ____ day of _____, 2021, 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 portions of the Project described in Exhibit D shall be owned and maintained by 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 portions of the Project described in Exhibit D 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 the Authority is responsible to maintain the portions of the Project as described in Exhibit C , and keep the same 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

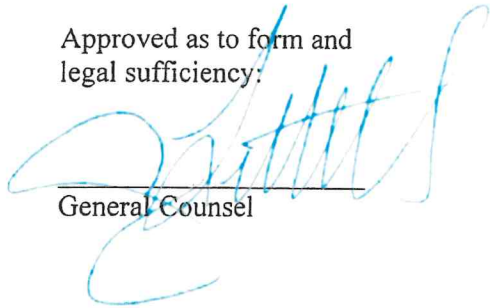
By:



Date: _____

Approved as to form and
legal sufficiency:

General Counsel



State of Florida
Department of Transportation

By: _____

Legal Review:

Date: _____

III. D.
CONSENT AGENDA

Task Order for HNTB Sketch Level Analysis for \$75,000, Capital Budget

SUMMARY FEE SHEET																						
ATTACHMENT "A"																						
PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority		HNTB PR 20200XXX																				
GEC CONTRACT NO. HNTB PR 20200XXX		2020-2021 Sketch Level Analysis (2/1/21 - 6/30/21)																				
HI-0089 P-34																						
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 \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Manhours By Activity	Salary Cost By Activity			
Sketch Level Analysis		8	\$1,079.68	48	\$6,180.96	48	\$4,389.12	64	\$4,229.12	80	\$4,132.80	80	\$3,419.20	47	\$1,781.77	21	\$517.02	396	\$25,729.67	\$64.97		
Total Man Hours		Total Salary [(MHxHR)]		8	\$1,079.68	48	\$6,180.96	48	\$4,389.12	64	\$4,229.12	80	\$4,132.80	80	\$3,419.20	47	\$1,781.77	21	\$517.02	396	\$25,729.67	\$64.97

HNTB PR 20200XXX
HI-0089 P-34
2020-2021 Sketch Level Analysis (2/1/21 - 6/30/21)
Scope Of Services

Purpose & Need

With their small in-house staff, THEA requires support to provide engineering and administrative support to assist THEA Staff with Sketch Level Planning development/implementation of the Strategic Plan. This task work order is for Strategic Planning Support Services from 2/1/21 - 6/30/21.

Scope

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

Discussion/Action Items

Planning Committee

IV. A.1.

Traffic and Revenue Services

Purpose: To provide traffic and revenue services, including investment grade studies for financial planning on the THEA toll road systems, including studies on any extension projects, expansion projects, or candidate projects and other services as needed.

Funding: Capital Budget

Action: Request the Board:

- a) Approve selection of Evaluation Committee for traffic and revenue services.

Rank	Firms	Total Score	Average Score
1	Stantec	294	98

- b) Authorize and direct staff to negotiate and execute a contract with Stantec for traffic and revenue services. Contract is subject to review and approval of THEA General Counsel.



NOTICE OF INTENDED DECISION

Date: December 02, 2020

Project: Traffic & Revenue Services ~ RFQ No.: P-01620

The Evaluation Review Committee met on December 01, 2020, to evaluate and score the response submitted for the above referenced RFQ.

Final ranking and scoring is as follows:

Rank	Firm	Total Score	Average Score
1	Stantec	294	98

Tampa-Hillsborough County Expressway Authority staff intends to recommend approval to negotiate and execute a contract with Stantec at the Authority's Board Meeting scheduled for January 25, 2021.

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

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

Posting Notice December 02, 2020

Discussion/Action Items

Operations & Maintenance Committee

IV. B.1.

REL Load Center Upgrades Task

Purpose: To upgrade Load Centers in the REL in preparation of Pier Lighting installation. Negotiations were conducted and finalized with Ferrovia who is THEA's Asset Maintenance Contractor.

Funding: Capital Budget \$55,755

Action: Board approval to authorize THEA staff to execute a task order with Ferrovia totaling \$55,755 to upgrade and make functional 15 load centers in the REL Bridge.



January 08, 2021

Tampa-Hillsborough Expressway Authority
ATTN: Brian W. Pickard, Director of Expressway Operations
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602

RE: C/O Proposal – REL Load Center Upgrades Bridge 100810

Brian:

It is our pleasure to submit this proposal for the REL Load Center Upgrades in REL Bridge 100810 Interior Load Centers from 39th St. east toward 78th St.

Work will consist of consist Remove, Replace and install new enclosures for Contactor, GFI receptacles and Light Switches along with New conductor back to breakers and first set of switches in Load Centers. Locations pre-determined by the Expressway Authority. Work will be done by sub-contractor. Does not include getting any permits if required to perform the work.

The work will be accomplished per THEA's Request. Estimated number of Load Centers to upgrade is twenty-one (21), estimated from construction plans. Six (6) Load Centers were previously done by separate PO. Remaining there are fifteen (15). The cost proposal work for those remaining is set at a lump sum rate of \$ 55,275.00

Please call me at 813-250-3616 with any questions or concerns.

Thanks,

A handwritten signature in blue ink, appearing to read "Scott Chase".

Scott Chase
Project Manager

SC/

Discussion/Action Items

Operations & Maintenance Committee

IV. B.2.

Selmon West Extension Project Hurricane Dorian Reimbursement

Purpose: Reimburse Kiewit for preparation and repair costs related to Governor Declared Emergency for Hurricane Dorian. In accordance with contract terms Kiewit is to be reimbursed for direct costs related to Hurricane preparation, repair of damaged works, and idle equipment due to extended shutdown. The original contract amount was \$230,058,000.00. The proposed change in the contract is \$122,224.00 which is .05% increase.

Funding: Capital Budget

Action: The Board to approve a change order to Kiewit Infrastructure South Co. in the amount of \$122,224.00 to reimburse costs for storm preparation and repair on the Selmon West Extension Project. Caused by Hurricane Dorian.

Date: 3/5/2020

PROJECT

Selmon Expressway Western Extension

FPN 439023-1_O-17_00217

APPLICABLE DATES:

ESTIMATED PROJECT DAILY FIXED OVERHEAD

	Kiewit	Atkins
1 FIELD STAFF LABOR	\$ 63,028.73	\$ 74,058.76

ESTIMATED PROJECT DAILY FIXED OVERHEAD

	Kiewit	Atkins
1 LABOR	\$ 17,432.98	\$ 20,651.80
2 STAFF EQUIPMENT	\$ 884.08	
3 EQUIPMENT	\$ 6,015.40	\$ 3,430.44
4 SUBCONTRACTS/MATERIALS	\$ 1,843.99	\$ -

ESTIMATED TIME RELATED OVERHEAD PER CALENDAR DAY

\$26,176.45

\$24,082.24

TOTAL DELAYED TIME (days) =

4

2

SUBTOTAL: \$ 104,705.78 \$ 48,164.47

INDIRECT COSTS, EXPENSES, AND PROFIT

Average Overhead Per Day (4-3.2.1)

A	ORIGINAL CONTRACT VALUE	\$ 230,058,000.00	
B	ORIGINAL CONTRACT TIME	1000.00	
C	ALLOWABLE % PROFIT	8%	
D	AVERAGE OVERHEAD PER DAY	\$ 18,404.64	\$ 18,404.64

TOTAL DELAYED TIME (days) =

0

SUBTOTAL: \$ - \$ -

GRAND TOTAL DELAY COMPENSATION: \$ 167,734.51 \$ 122,223.23

\$ 167,734.51

1.0		LABOR		
ESTIMATED WAGES FOR JOBSITE SALARIED STAFF (
QTY	DESCRIPTION	NAME	Wkly RATE	Atkins
1	Administrative Assistant	J. Velez	\$ 954.00	
1	Business Specialist	L. Ford	\$ 1,561.00	
1	Business Specialist	S. Larrimer	\$ 1,592.00	
1	Business Specialist	L. Perez	\$ 1,585.00	
1	Carpenter Foreman	E. Moreno Sr.	\$ 2,819.00	\$ 2,819.00
1	Casting Yard Field Engineer	D. Rood	\$ 1,873.00	\$ 1,873.00
1	Construction Manager	M. Uribe	\$ 3,898.00	\$ 3,898.00
1	Drainage Superintendent	J. Arana	\$ 2,068.00	\$ 2,068.00
1	Drilled Shaft Engineer	S. Dunn	\$ 2,352.00	\$ 2,352.00
1	Drilled Shaft Engineer	M. Walker	\$ 2,052.00	\$ 2,052.00
1	Drilled Shaft Superintendent	J. Barden	\$ 3,119.00	\$ 3,119.00
1	Engineer I	C. McAlister	\$ 1,873.00	\$ 1,873.00
1	Equipment Manager	C. Spencer	\$ 5,210.00	
1	Erection Superintendent	T. Limblom	\$ 3,210.00	\$ 3,210.00
1	Erection Superintendent	B. Sexson	\$ 2,541.00	\$ 2,541.00
1	Field Equipment Engineer	C. Blair	\$ 3,079.00	\$ 3,079.00
1	Field Equipment Superintendent	D. Garrow	\$ 3,405.00	\$ 3,405.00
1	Field Superintendent	E. Santana Rios	\$ 2,875.00	\$ 2,875.00
1	Foreman	E. Escolero	\$ 2,342.00	\$ 2,342.00
1	Foreman	E. Moreno Sr.	\$ 2,819.00	Duplicate
1	Foreman	H. Rodriguez	\$ 2,468.00	\$ 2,468.00
1	Foreman	D. Wilcox	\$ 2,258.00	\$ 2,258.00
1	Foreman	T. Durbin	\$ 2,335.00	\$ 2,335.00
1	Foreman	C. Meacham	\$ 2,664.00	\$ 2,664.00
1	Office Engineer	R. Hollinberger	\$ 1,921.00	\$ 1,921.00
1	Project Engineer	A. Conner	\$ 3,695.00	
1	Project Manager	R. Dingman	\$ 3,102.00	
1	Project QC Manager	J. Featherston	\$ 4,039.00	
1	PT Field Engineer	G. Andre	\$ 1,984.00	\$ 1,984.00
1	PT Superintendent	K. Huntley	\$ 2,371.00	\$ 2,371.00
1	Rebar Superintendent	A. Sapwell	\$ 2,683.00	\$ 2,683.00
1	Safety Manager	B. Laaker	\$ 3,643.00	
1	Segmental Construction Manager	T. Turner	\$ 3,997.00	
1	Segmental Erection Engineer	M. Radigan	\$ 1,795.00	\$ 1,795.00
1	Segmental Erection Lead	K. Hollinberger	\$ 3,604.00	\$ 3,604.00
1	Senior Project Control	P. Loecher	\$ 2,293.00	
1	Substructure Field Engineer	C. Eiler	\$ 2,270.00	\$ 2,270.00
1	Substructure Field Engineer	P. Teakle	\$ 2,597.00	\$ 2,597.00
1	Substructure Superintendent	E. Alvarado	\$ 2,840.00	\$ 2,840.00
1	Substructure Superintendent	L. Mayatte	\$ 2,966.00	\$ 2,966.00
1	Substructure Superintendent	L. Stephenson	\$ 2,433.00	\$ 2,433.00
1	Superintendent	M. Rodriguez Vera	\$ 3,085.00	\$ 3,085.00
1	Superintendent	J. Zink	\$ 2,666.00	\$ 2,666.00
1	Superstructure Field Engineer	M. Monaghan	\$ 1,942.00	\$ 1,942.00
1	Superstructure Superintendent	W. Owens	\$ 2,319.00	\$ 2,319.00
1	Survey Manager	G. Martin	\$ 3,173.00	\$ 3,173.00
46	SUBTOTAL (WKLY)		\$ 122,370.00	\$87,880.00
2020 Escalation			0%	17.5%
SUBTOTAL (WKLY)			\$122,370.00	\$103,259.00
Average Daily Rate per Calendar Day			\$17,433.53	\$20,651.80

Kiewit ESTIMATED RENT FOR JOBSITE SALARIED STAFF VEHICLES

Atkins ESTIMATED RENT FOR JOBSITE SALARIED STAFF VEHICLES

<u>QTY</u>	<u>DESCRIPTION</u>	<u>STANDBY RATE./</u> <u>HR</u>	<u>STANDBY RATE (8</u> <u>Hr Day)</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>STANDBY RATE./</u> <u>HR</u>	<u>STANDBY RATE (8</u> <u>Hr Day)</u>
3	FORD FUSION	\$ 2.00	\$ 48.00	3	FORD FUSION	\$ 2.00	
22	FORD 1/2 TN. PICKUP	\$ 3.50	\$ 616.00	22	FORD 1/2 TN. PICKUP	\$ 3.50	
5	FORD 3/4 TN PICKUP	\$ 4.25	\$ 170.00	5	FORD 3/4 TN PICKUP	\$ 4.25	
1	FORD EXPLORER	\$ 3.13	\$ 25.04	1	FORD EXPLORER	\$ 3.13	
1	FORD EDGE	\$ 3.13	\$ 25.04	1	FORD EDGE	\$ 3.13	
32		SUBTOTAL (DAILY)	\$ 884.08	32		SUBTOTAL (DAILY)	\$ -
2020 Escalation		2020 Escalation	0%	2020 Escalation		2020 Escalation	0%
		SUBTOTAL (DAILY)	\$ 884.08			SUBTOTAL (DAILY)	\$ -

F-250 Conventional

F-250 Light Duty

ESTIMATED EQUIPMENT RENTAL OVERHEAD

EQUIP #	OBJECT TYPE	DESCRIPTION		STANDBY RATE/HR	STANDBY DAILY TOTAL	STANDBY RATE/HR	Atkins		
108587	03-38	Truck Transport	BB STANDBY RATE	\$ 8.65	\$ 69.20	\$ 8.65	2008 Kenworth T800	28	
179892	03-70	Truck Traffic	PKS RENTAL RATE *50%	\$ 8.00	\$ 64.00	\$ 8.00	2018 HINOROYAL-268ATMA4	28	
179893	03-70	Truck Traffic	PKS RENTAL RATE *50%	\$ 8.00	\$ 64.00	\$ 8.00	2018 HINOROYAL-268ATMA4	28	
180899	03-92	Van 1 Ton & Up	PKS RENTAL RATE *50%	\$ 6.00	\$ 48.00	\$ 6.00	\$ 96.00	2017 FORD-TRANSIT 350 LR WHITE 15 PASSENGER	28
132029	02-06	Pickup 1/2 Ton	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50	\$ 56.00	2011 F-150 Mid Box	28
132036	02-06	Pickup 1/2 Ton	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50	\$ 56.00	2011 F-150	20.8
132043	02-06	Pickup 1/2 Ton	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50	\$ 56.00		21.84
152149	02-06	Pickup 1/2 Ton	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50	\$ 56.00		21.84
152762	02-06	Pickup 1/2 Ton	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50	\$ 56.00	2013 F-150	21.84
133598	02-11	Pickup 3/4-1T CC	BB STANDBY RATE	\$ 2.60	\$ 20.80	\$ 2.60	\$ 41.60		36
182018	02-11	Pickup 3/4-1T CC	BB STANDBY RATE	\$ 2.73	\$ 21.84	\$ 2.73	\$ 43.68		36
182019	02-11	Pickup 3/4-IT CC	BB STANDBY RATE	\$ 2.73	\$ 21.84	\$ 2.73	\$ 43.68		19.44
182081	02-13	Pickup 3/4-IT 4X4 CC	BB STANDBY RATE	\$ 2.73	\$ 21.84	\$ 2.73	\$ 43.68	2018 FORD-F-250 CC 4X4	84
181981	02-20	Van 3/4 Ton	PKS RENTAL RATE *50%	\$ 4.50	\$ 36.00	\$ 4.50	\$ 72.00		41
181982	02-20	Van 3/4 Ton	PKS RENTAL RATE *50%	\$ 4.50	\$ 36.00	\$ 4.50	\$ 72.00		64
147706	03-01	Pickup Crew Cab	BB STANDBY RATE	\$ 2.43	\$ 19.44	\$ 2.43		2012 Ford F-350 Crew Cab	64
182168	03-02	Truck Lube Sngl Axle	PKS RENTAL RATE *50%	\$ 10.50	\$ 84.00	\$ 10.50		2018 KENWORTH-T370	100
121185	03-05	Truck Utility	PKS RENTAL RATE *50%	\$ 5.13	\$ 41.04	\$ 5.13			19.44
156142	03-06	Truck Small Mechanic	PKS RENTAL RATE *50%	\$ 8.00	\$ 64.00	\$ 8.00		2014 Ford F-550 Diesel 4 x 4	29.28
182101	03-06	Truck Small Mechanic	PKS RENTAL RATE *50%	\$ 8.00	\$ 64.00	\$ 8.00			29.92
179377	03-14	Truck Water 4MG	PKS RENTAL RATE *50%	\$ 12.50	\$ 100.00	\$ 12.50		2018 KENWORTH KLEIN-T370K-400	69.2
149082	03-26	Truck Small Flatbed	BB STANDBY RATE	\$ 2.43	\$ 19.44	\$ 2.43		2012 F-350 4 x 4 Crew Cab Flatbed	64
153800	03-26	Truck Small Flatbed	BB STANDBY RATE	\$ 3.66	\$ 29.28	\$ 3.66		2012 Ford F-350	64
156597	03-26	Truck Small Flatbed	BB STANDBY RATE	\$ 3.74	\$ 29.92	\$ 3.74		2014 Ford F-350 Crew Cab Flatbed	48
102179	04-05	Trl Float Extendable	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50			28
102180	04-05	Trl Float Extendable	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50		1996 Great Dane Flatbed	28
153385	04-06	Trailer Highboy	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50		2009 Gerat Dane - 48' STPDCK	28
161918	04-06	Trailer Highboy	PKS RENTAL RATE *50%	\$ 3.50	\$ 28.00	\$ 3.50		2016 Dorsey 48x102 Flat	28
162523	04-13	DN Lowboy 50-60 Tn	PKS RENTAL RATE *50%	\$ 11.50	\$ 92.00	\$ 11.50		2016 TALBERT-T4-55CC-HRG-T1	92
136988	09-22	Drill - 400 kNm	PKS RENTAL RATE *50%	\$ 137.00	\$ 1,096.00	\$ 137.00			1096
158927	09-22	Drill - 400 kNm	PKS RENTAL RATE *50%	\$ 137.00	\$ 1,096.00	\$ 137.00			1096
148289	15-06	Crane RT 60-69 Ton	BB STANDBY RATE	\$ 37.74	\$ 301.92	\$ 37.74		?? Tadano GR 600 XL-2	301.92
185581	15-13	Crane RT 151-170 Ton	BB STANDBY RATE	\$ 48.49	\$ 387.92	\$ 48.49		2018 LINK-BELT-RTC-80160 SERIES II	387.92
179437	15-17	Crane Hyd Cwler 60T	PKS RENTAL RATE *50%	\$ 63.50	\$ 508.00	\$ 63.50		2018 TADANO MANTIS-GTC-600	508
122788	15-19	Crane Hyd/C 91-110T	PKS RENTAL RATE *50%	\$ 68.50	\$ 548.00	\$ 68.50			548
179458	15-52	Crane Travel Gantry	PKS RENTAL RATE *50%	\$ 21.00	\$ 168.00	\$ 21.00		2018 SHUTTLELIFT-DB 110	168
180597	15-52	Crane Travel Gantry	PKS RENTAL RATE *50%	\$ 21.00	\$ 168.00	\$ 21.00		2018 USED DEAL-808	168
138878	17-16	Tank-Fuel 10-14K	PKS RENTAL RATE *50%	\$ 5.00	\$ 40.00	\$ 5.00		2009 Highland - 10,000	40
159839	20-04	AC 185 CFM, Dsl	BB STANDBY RATE	\$ 2.43	\$ 19.44	\$ 2.43			19.44
177283	20-04	AC 185 CFM, Dsl	BB STANDBY RATE	\$ 1.43	\$ 11.44	\$ 1.43		2017 SULLAIR-185DPQ KU T4F	11.44
158519	22-04	Generator 25-49 KW	BB STANDBY RATE	\$ 4.89	\$ 39.12	\$ 4.89		2014 Multiquip DCA45SSIU4f	39.12
160929	22-06	Generator 50-74 KW	BB STANDBY RATE	\$ 5.09	\$ 40.72	\$ 5.09		2015 Doosan G70WCU-3A-T41	40.72
158522	22-10	Generator 100-124 KW	BB STANDBY RATE	\$ 10.39	\$ 83.12	\$ 10.39		2014 MULTIQUIP-DCA125SSIU41	83.12
165380	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2016 ALLMAND-ML II 8 V	25.76
181571	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181572	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181574	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181575	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181576	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181577	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181578	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181579	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181580	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181581	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76
181582	22-50	Light Plant Portable	BB STANDBY RATE	\$ 3.22	\$ 25.76	\$ 3.22		2018 ALLMAND-ML II 8KW V	25.76

ESTIMATED EQUIPMENT RENTAL OVERHEAD

EQUIP #	OBJECT TYPE	DESCRIPTION	STANDBY RATE/HR	STANDBY DAILY TOTAL	STANDBY RATE/HR	Atkins		
172692	37-04	Loader - 3-4 CY	BB STANDBY RATE	\$ 30.34	\$ 242.72	\$ 30.34	\$ 485.44	242.72
144967	42-24	Manlift - 60'	BB STANDBY RATE	\$ 16.68	\$ 133.44	\$ 16.68	\$ 266.88	101.36
160552	42-24	Manlift - 60'	BB STANDBY RATE	\$ 12.67	\$ 101.36	\$ 12.67	\$ 202.72	101.36
160553	42-24	Manlift - 60'	BB STANDBY RATE	\$ 12.67	\$ 101.36	\$ 12.67	\$ 202.72	102.24
160561	42-24	Manlift - 60'	BB STANDBY RATE	\$ 18.06	\$ 144.48	\$ 18.06	\$ 288.96	133.44
172196	42-24	Manlift - 60'	BB STANDBY RATE	\$ 12.78	\$ 102.24	\$ 12.78	\$ 204.48	144.48
181068	46-01	Power Unit	PKS RENTAL RATE *50%	\$ 10.00	\$ 80.00	\$ 10.00		80
181067	47-60	Oscillator	PKS RENTAL RATE *50%	\$ 50.00	\$ 400.00	\$ 50.00		400
176803	48-28	Extendable >10K#	BB STANDBY RATE	\$ 17.99	\$ 143.92	\$ 17.99	\$ 287.84	143.92
177753	48-30	Extendable 30K#	BB STANDBY RATE	\$ 17.99	\$ 143.92	\$ 17.99	\$ 287.84	143.92
65				\$7,608.88		\$2,919.52		7608.84
				\$6,015.40	Perm NOI	17.5%		
						3430.436		

4.0 SUBCONTRACTS/MATERIALS

Kiewit Estimate

Atkins Estimate

QTY	DESCRIPTION	MONTHLY RATE	Monthly Item Total	Kiewit Daily Total	QTY	MONTHLY RATE	Monthly Item Total	Atkins Daily Total	
8	Portable Restrooms	\$75.00	\$ 600.00	\$ 19.73	8	\$75.00	\$ 600.00		
2	DUMPSTERS	\$250.00	\$ 500.00	\$ 16.44	2	\$250.00	\$ 500.00		Sample Invoice shows \$335
1	RESTROOM HOLDING TANK (2EA/MO.)	\$814.00	\$ 814.00	\$ 26.76	1	\$250.00	\$ 250.00		contract shows \$250.00 per month
14,112	HI TAPE PLASTIC BARRELS	\$0.12	\$ 1,693.44	\$ 55.67	600	\$3.65	\$ 2,190.02		102-74 1, Drums, \$0.12/day, See Bob's contract 460
728	CHANNELING DEVICES	\$0.25	\$ 182.00	\$ 5.98			\$ -		
1288	CLASS H CORRAL WITH FLASHER	\$0.28	\$ 360.64	\$ 11.86	50	\$8.52	\$ 425.84		102-74-2. Type III, \$0.28/day, See Bob's Contract
23,464	SMALL HI TAPE SIGN ONLY	\$0.20	\$ 4,692.80	\$ 154.28	300	\$6.08	\$ 1,825.02		102-60, Work Zone Signs, \$0.20/day, See Bob's Contract
28	MESSAGE BOARD	\$10.00	\$ 280.00	\$ 9.21	7	\$304.17	\$ 2,129.19		102-99, VMB, \$10.00/day, See Bob's Contract
28	RADAR UNIT	\$5.00	\$ 140.00	\$ 4.60	4	\$152.09	\$ 608.34		102-150-2, RDU, \$5.00/day, See Bob's Contract
168	TARGET ARROW	\$5.00	\$ 840.00	\$ 27.62	4	\$152.09	\$ 608.34		102-76, Arrow Board, \$5.00/Day, See Bob's Contract
1	GATOR TRANSPORT STANDBY	\$32,475.00	\$ 32,475.00	\$ 1,067.67	0	\$-	\$ -		No Standby in Contract
1	MONOSTAND RAM	\$140.00	\$ 140.00	\$ 4.60	1	\$140.00	\$ 140.00		Transvers Tendons See Schwager Invoice
4	300T STRSSING RAM	\$380.00	\$ 1,520.00	\$ 49.97	2	\$380.00	\$ 760.00		See Schwager Invoice
2	ROOT STRESSING RAM	\$650.00	\$ 1,300.00	\$ 42.74	1	\$650.00	\$ 650.00		500 Ton Ram See Schwager Invoice
3	600T STRESSING RAM	\$650.00	\$ 1,950.00	\$ 64.11	3	\$650.00	\$ 1,950.00		See Schwager Invoice
3	200T STRESSING RAM	\$350.00	\$ 1,050.00	\$ 34.52	1	\$350.00	\$ 350.00		PT Bar RamSee Schwager Invoice
1	MONOSTRAND HYDRAULIC PUMP	\$150.00	\$ 150.00	\$ 4.93	1	\$150.00	\$ 150.00		See Schwager Invoice
3	HIGH PRESSURE HYDRAULIC PUMP	\$370.00	\$ 1,110.00	\$ 36.49	3	\$370.00	\$ 1,110.00		12.5 See Schwager Invoice
3	STRAND PUSHER	\$630.00	\$ 1,890.00	\$ 62.14	3	\$630.00	\$ 1,890.00		(Left side, Right Side, Casting Yard) See Schwager Invoice
2	WAX HEATER (?)	\$2,200.00	\$ 4,400.00	\$ 144.66	0	\$-	\$ -		Contract shows heaters as a lump sum, not time driven
	Totals		\$ 56,087.88	\$ 1,843.99		Totals	\$ 16,136.75	\$ -	

* Values from 2019 FDOT historic Values
Daily/Month Conversion = 365/12 = 30.417

Discussion/Action Items

Operations & Maintenance Committee

IV.B.3.

Approval of Shortlist Recommendations and Subsequent payment of Stipend for East Selmon Slip Ramps (ESSR) Design Build Teams

Purpose: The selection process for the ESSR design build contract starts with a Letter of Interest (LOI) submitted by interested design build firms. The technical review committee (composed of THEA representatives) then ranks the LOI's and the top four ranked teams are authorized to go forward to prepare responses to the request for proposal. The teams not selected during the final selection process, but, shortlisted, will receive stipends in accordance with the FDOT design build stipend calculations. The stipend amounts for this project will be \$40,000 each for the firms ranked 2-4.

Funding: Capital Budget: \$120,000

Action: Request the Board

- a) Approve the Evaluation Committee recommendation for ranking of the Letter of Interest for their Response to Request for Proposal.

Firm Name	Total Score	Averaged Score
Ajax Paving Industries of Florida	58	19.33
Superior	55	18.33
Middlesex Corporation	52	17.33
Cone & Graham	49	16.33

- b) Approve the shortlist selection recommendation of the top four (4) ranked firms and direct staff to move forward with the procurement process.
- c) Approve award of stipends in the amount of \$40,000 for 3 of the short-listed firms that respond to the Request for Proposals for the East Selmon Slip Ramps Design Build contract. Those rankings will be brought to the Board after evaluation and ranking.



NOTICE OF INTENDED SHORT LIST

Date: January 19, 2021

Project: East Selmon Slip Ramps Design-Build Project RFP No.: O-02520

The Evaluation Review Committee met on January 15, 2021, to evaluate, score, and short list the responses submitted for the above referenced RFP.

Final ranking and scoring is as follows:

Rank	Firm	Total Score	Average Score
1	Ajax Paving Industries of Florida	58	19.33
2	Superior	55	18.33
3	Middlesex Corporation	52	17.33
4	Cone & Graham	49	16.33
5	Ranger Construction	45	14.83
6	Kiewit Infrastructure South Co.	44	14.67

Tampa-Hillsborough County Expressway Authority staff intends to recommend approval to short list the top four ranked firms at the Authority's Board Meeting scheduled for January 25, 2021.

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

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

Discussion/Action Items

Operations & Maintenance Committee

IV. B.4.

Construction Engineering Inspection (CEI) Services for the East Selmon Slip Ramps Design-Build Project

- Purpose:** To procure CEI services for the East Selmon Slip Ramps Project
- Funding:** Capital Budget
- Action:** Requests the Board to approve the recommendation of the Evaluation Committee to shortlist Letters of Response submittals for this project to the next phase of procurement. Six firms submitted Letters of Interest. The Evaluation Committee recommends Shortlisting the following firms. Approve the shortlist selection recommendation of the top three (3) ranked firms and direct staff to move forward with the procurement process.

Firm Name	Total Score	Averaged Score
Conсор Engineering	56.5	18.83
HDR	54.5	18.17
Lochner	53	17.67



NOTICE OF INTENDED SHORT LIST

Date: January 19, 2021

Project: CEI for East Selmon Slip Ramps Design-Build Project
Letter of Response (LOR) No.: O-02620

The Evaluation Review Committee met on January 15, 2021, to evaluate, score and short list the responses submitted for the above referenced LOR.

Final ranking and scoring is as follows:

Rank	Firm	Total Score	Average Score
1	Consor Engineering	56.5	18.83
2	HDR	54.5	18.17
3	Lochner	53	17.67
4	KCI Technologies	45	15
5	Atkins	44	14.67
6	WSP USA	44	14.50

Tampa-Hillsborough County Expressway Authority staff intends to recommend approval to short list the top three ranked firms at the Authority's Board Meeting scheduled for January 25, 2021.

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

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

Discussion/Action Items

Operations & Maintenance Committee

IV. B.5.

Tolling In-lane Loop Replacements for Automatic Vehicle Classification (AVC) System

Purpose: To support the scheduled asphalt resurfacing and install new- in lane magnetic loops to detect and classify vehicles traveling through toll sites.

Toll Site Locations Scheduled for Asphalt Resurfacing	Cost
West Mainline Gantry (Westbound)	\$ 26,632.55
West Mainline Gantry (Eastbound)	\$ 19,728.59
Willow Street On Ramp	\$ 12,413.15
Willow Street Off Ramp	\$ 12,413.15
Plant Avenue Off Ramp	\$ 12,413.15
Plant Avenue On Ramp	\$ 12,413.15
22nd Street On Ramp	\$ 12,413.15
Total	\$ 108,427.00

Funding: Capital Budget \$ 108,427.00

Action: To authorize THEA staff to issue a task order for TransCore, LP in the amount not to exceed of \$108,427.00 to install new in-lane magnetic loops at toll sites scheduled for asphalt resurfacing.

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY
PURCHASE REQUISITION FORM - CAPITAL PROJECT

FINALIZED REQUISITION #

20200183

VENDOR

New Vendor

Transcore

Established Vendor

X

DATES OF SERVICE

1/27/2020

TO

6/30/2020

not to exceed June 30th of the current fiscal year

PROJECT NUMBER

H1-0150-C 03

PROJECT NAME

Replace loops on 22nd Street off, 50th Street EB off, WB on, and the East mainline gantries

MAXIMUM APPROVED BILLINGS

\$75,946

SCOPE OF WORK

Replace loops on 22nd Street off, 50th Street EB off, WB on, and the East mainline gantries ~
and EB

WB

APPROVALS

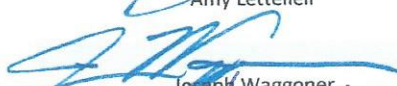
THEA PROJECT MANAGER


David May

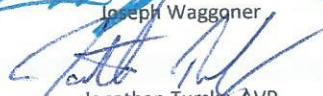
CHIEF FINANCIAL OFFICER


Amy Lettelleir

EXECUTIVE DIRECTOR


Joseph Waggoner

VENDOR PROJECT MANAGER


Jonathan Tursky, AVP

Jonathan.Tursky@TransCore.com

Vendor PM Email Address

INVOICING TERMS

Invoices are due no later than the 15th of each month, payable within 30 days of approval of submitted invoice.
All invoices must include the Finalized Purchase Requisition number.

THEA FINANCE DEPARTMENT - INTERNAL USE ONLY

GP VENDOR #

FUND

GL ACCOUNT #

175



PROJ. DESCRIPTION: THEA LOOP REPLACEMENT

CONTACT PERSON: Orlando Plaza
CONTACT'S PHONE #: 813-620-3983

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY INVOICE DETAIL SHEET



Requisition # 20200183
Invoice: 35313
Period: thru June 30, 2020

Description	Unit	Hours Expended this Period	Total Hours Previously Expended	Unit Price	Previously Expended	Expended this Period	Total Expended
Nortech IDRIS Installation & Support Quote							
Project Manager- Orlando Plaza	HR	14.00		\$ 244.01	\$ -	\$ 3,416.14	\$ 3,416.14
Installation Technician - Rafael Velez	HR	59.00		\$ 146.40	\$ -	\$ 8,637.60	\$ 8,637.60
Installation Technician - Earl Smith	HR	61.00		\$ 118.82	\$ -	\$ 7,248.02	\$ 7,248.02
Installation Technician- Ricardo Roque	HR	57.00		\$ 118.82	\$ -	\$ 6,772.74	\$ 6,772.74
Installation Technician- Johnnie Rodrigue	HR	25.00		\$ 118.82	\$ -	\$ 2,970.50	\$ 2,970.50
Installation Technician- Armando Canizares	HR	12.00		\$ 118.82	\$ -	\$ 1,425.84	\$ 1,425.84
Installation Technician- Raidel Morales	HR	24.00		\$ 118.82	\$ -	\$ 2,851.68	\$ 2,851.68
Installation Technician-Francisco Cabrera	HR	57.00		\$ 118.82	\$ -	\$ 6,772.74	\$ 6,772.74
Installation Technician-Ramon Ramos	HR	40.00		\$ 118.82	\$ -	\$ 4,752.80	\$ 4,752.80
Installation Technician-Rene Perez	HR	29.7832		\$ 118.82	\$ -	\$ 3,538.84	\$ 3,538.84
Tolling Technician - Juan Becerra	HR	49.25		\$ 141.10	\$ -	\$ 6,949.37	\$ 6,949.37
Tolling Technician - Michael Valdes	HR	58.750		\$ 141.10	\$ -	\$ 8,289.63	\$ 8,289.63
Material necessary for scope					\$ -	\$ 12,320.10	\$ 12,320.10
Total Previous Billed	HR		0.00		\$ -		
Total Due this Invoice	HR	486.78				\$ 75,946.00	
Total Funds Available							\$ 75,946.00
Remaining Funds							\$ 0.00

*Material costs include a 15% mark up

TransCore

Employee: PLAZA, ORLANDO
Employee Id: 093192
Class: Salaried Regular Exempt
Printed: 08/13/20 03:10 PM

Revision: 1
Schedule: LP (01.01)
Period Ending: 04/19/20
Page 1 of 2

Line No	Project	Charge Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Line
	Labor Category		04/06	04/07	04/08	04/09	04/10	04/11	04/12	04/13	04/14	04/15	04/16	04/17	04/18	04/19	Total
	Pay Type																
1	1117012.010	THEA-Replace Loops	8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	2.00			74.00
	R																
2	1320015.010	THEA-Replace Loops												6.00			6.00
	PM																
	R																
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
		Total Regular Hours:	8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00			80.00
		Total Overtime Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		Total Hours:	8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00			80.00
Signature: PLAZA, ORLANDO (093192)		I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including								Approval: YOUNG, ANDREW E. (088918)							
Date: 04/19/20 08:13 PM										Date: 04/20/20 09:12 AM							

TransCore

Employee: PLAZA, ORLANDO
Employee Id: 093192
Class: Salaried Regular Exempt
Printed: 08/13/20 02:52 PM

Revision: 2
Schedule: LP (01.01)
Period Ending: 06/14/20
Page 1 of 2

Line No	Project	Charge Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Line
	Labor Category		06/01	06/02	06/03	06/04	06/05	06/06	06/07	06/08	06/09	06/10	06/11	06/12	06/13	06/14	Total
	Pay Type																
1	1117012.010		8.00	8.00	8.00	8.00	4.00			8.00	8.00	8.00	8.00				68.00
	R																
2	1318059.001						4.00										4.00
	PM																
	R																
3	1320015.010	THEA-Replace Loops												8.00			8.00
	PM																
	R																
4																	
5																	
6																	
7																	
8																	
9																	
10																	
11																	
		Total Regular Hours:	8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00			80.00
		Total Overtime Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
		Total Hours:	8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00			80.00
Signature: PLAZA, ORLANDO (093192)		I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including									Approval: YOUNG, ANDREW E. (088918)						
Date: 06/14/20 02:20 PM											Date: 06/15/20 10:56 AM						

TransCore

Print Timesheets by Charge

Employee: VELEZ, RAFAEL A.
 Employee Id: 091778
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 06:55 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 06/14/20
 Page 1 of 1

Line No	Project Labor Category	Pay Type	Charge Description	Mon 06/08	Tue 06/09	Wed 06/10	Thu 06/11	Fri 06/12	Sat 06/13	Sun 06/14	Line Totals
1	1307963.060	R	Fleet Maintenance	8.00	8.00	8.00	8.00	8.00			40.00
2	1320015.010	O	THEA-Replace Loops						6.00		6.00
	FSUP										
3	1320015.010	K	THEA-Replace Loops							13.00	13.00
	FSUP										
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				8.00	8.00	8.00	8.00	8.00			40.00
Total Overtime Hours:									6.00	13.00	19.00
Total Hours:				8.00	8.00	8.00	8.00	8.00	6.00	13.00	59.00

Signature: VELEZ, RAFAEL A. (091778) Date: 06/15/20 10:22 AM	I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including	Approval: GLUNT, LAURALEE L. (091438) Date: 06/15/20 03:04 PM
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TransCore

Print Timesheets by Charge

Employee: VELEZ, RAFAEL A.
 Employee Id: 091778
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 03:14 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 06/21/20
 Page 1 of 1

Line No	Project Labor Category	Pay Type	Charge Description	Mon 06/15	Tue 06/16	Wed 06/17	Thu 06/18	Fri 06/19	Sat 06/20	Sun 06/21	Line Totals
1	1320015.010 FSUP	R	THEA-Replace Loops	8.00	8.00						16.00
2	1118021.130 EMP	R				8.00	8.00				16.00
3	1307963.060	R						8.00			8.00
4	1320015.010 FSUP	O	THEA-Replace Loops						12.00		12.00
5	1320015.010 FSUP	K	THEA-Replace Loops							12.00	12.00
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				8.00	8.00	8.00	8.00	8.00			40.00
Total Overtime Hours:									12.00	12.00	24.00
Total Hours:				8.00	8.00	8.00	8.00	8.00	12.00	12.00	64.00

Signature: VELEZ, RAFAEL A. (091778) Date: 06/22/20 11:55 AM	I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including	Approval: GLUNT, LAURALEE L. (091438) Date: 06/22/20 12:32 PM
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TransCore

Employee: SMITH, EARL
Employee Id: 100017789
Class: Hourly FT Non-Exempt
Printed: 08/13/20 06:55 PM

Revision: 3
Schedule: TLP Weekly
Period Ending: 06/14/20
Page 1 of 1

Line No	Project	Pay Type	Charge Description	Mon 06/08	Tue 06/09	Wed 06/10	Thu 06/11	Fri 06/12	Sat 06/13	Sun 06/14	Line Totals
	Labor Category										
1	1307963.060	R	Fleet Maintenance	8.00	8.00	8.00	8.00	8.00			40.00
2	1320015.010	K	THEA-Replace Loops							13.00	13.00
	ITSTI										
3	1320015.010	O	THEA-Replace Loops						4.00		4.00
	ITSTI										
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
			Total Regular Hours:	8.00	8.00	8.00	8.00	8.00			40.00
			Total Overtime Hours:						4.00	13.00	17.00
			Total Hours:	8.00	8.00	8.00	8.00	8.00	4.00	13.00	57.00
Signature: SMITH, EARL (100017789)		I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including				Approval: VELEZ, RAFAEL A. (091778)					
Date: 06/15/20 09:47 AM						Date: 06/15/20 09:50 AM					

TransCore

Print Timesheets by Charge

Employee: SMITH, EARL
 Employee Id: 100017789
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 03:14 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 06/21/20
 Page 1 of 1

Line No	Project Labor Category	Pay Type	Charge Description	Mon 06/15	Tue 06/16	Wed 06/17	Thu 06/18	Fri 06/19	Sat 06/20	Sun 06/21	Line Totals
1	1320015.010 ITSTI	R	THEA-Replace Loops	8.00	8.00						16.00
2	1307963.060	R					8.00	8.00			16.00
3	1320015.010 ITSTI	O	THEA-Replace Loops						12.00		12.00
4	1320015.010 ITSTI	K	THEA-Replace Loops							16.00	16.00
5	2908832	R				8.00					8.00
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				8.00	8.00	8.00	8.00	8.00			40.00
Total Overtime Hours:									12.00	16.00	28.00
Total Hours:				8.00	8.00	8.00	8.00	8.00	12.00	16.00	68.00

Signature: SMITH, EARL (100017789) Date: 06/22/20 10:07 AM	I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including	Approval: VELEZ, RAFAEL A. (091778) Date: 06/22/20 11:31 AM
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TransCore

Employee: ROQUE, RICARDO
Employee Id: 100017915
Class: Hourly FT Non-Exempt
Printed: 08/13/20 06:55 PM

Revision: 1
Schedule: TLP Weekly
Period Ending: 06/14/20
Page 1 of 1

Line No	Project	Pay Type		Charge Description	Mon 06/08	Tue 06/09	Wed 06/10	Thu 06/11	Fri 06/12	Sat 06/13	Sun 06/14	Line Totals
	Labor Category											
1	I307963.060	R		Fleet Maintenance	8.00	8.00	8.00	8.00	8.00			40.00
2	I320015.010	O		THEA-Replace Loops						4.00		4.00
	ITSTI											
3	I320015.010	K		THEA-Replace Loops							13.00	13.00
	ITSTI											
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
16												
17												
				Total Regular Hours:	8.00	8.00	8.00	8.00	8.00			40.00
				Total Overtime Hours:						4.00	13.00	17.00
				Total Hours:	8.00	8.00	8.00	8.00	8.00	4.00	13.00	57.00

Signature: ROQUE, RICARDO (100017915)

Date: 06/15/20 09:44 AM

I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including

Approval: VELEZ, RAFAEL A. (091778)

Date: 06/15/20 09:50 AM

TransCore

Print Timesheets by Charge

Employee: ROQUE, RICARDO
 Employee Id: 100017915
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 03:14 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 06/21/20
 Page 1 of 1

Line No	Project Labor Category	Pay Type	Charge Description	Mon 06/15	Tue 06/16	Wed 06/17	Thu 06/18	Fri 06/19	Sat 06/20	Sun 06/21	Line Totals
1	1320015.010 ITSTI	R	THEA-Replace Loops	8.00	8.00						16.00
2	2908832	R				8.00					8.00
3	1307963.060	R					8.00	8.00			16.00
4	1320015.010 ITSTI	O	THEA-Replace Loops						12.00		12.00
5	1320015.010 ITSTI	K	THEA-Replace Loops							12.00	12.00
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				8.00	8.00	8.00	8.00	8.00			40.00
Total Overtime Hours:									12.00	12.00	24.00
Total Hours:				8.00	8.00	8.00	8.00	8.00	12.00	12.00	64.00

Signature: ROQUE, RICARDO (100017915) Date: 06/22/20 10:12 AM	I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including	Approval: VELEZ, RAFAEL A. (091778) Date: 06/22/20 11:30 AM
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TransCore

Print Timesheets by Charge

Employee: RODRIGUE, JOHNNIE
 Employee Id: 091737
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 03:14 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 06/21/20
 Page 1 of 2

Line No	Project Labor Category	Pay Type	Charge Description	Mon 06/15	Tue 06/16	Wed 06/17	Thu 06/18	Fri 06/19	Sat 06/20	Sun 06/21	Line Totals
1	1319032.450.02.01	R		5.00	5.00		5.00	5.00			20.00
2	1319056.200	R				8.00					8.00
3	Z000000	R		3.00	3.00		3.00	3.00			12.00
4	1319032.450.02.01	O		4.00	2.00		2.00				8.00
5	1320015.010 ITSTI	O	THEA-Replace Loops						12.00		12.00
6	1320015.010 ITSTI	K	THEA-Replace Loops							13.00	13.00
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				8.00	8.00	8.00	8.00	8.00			40.00
Total Overtime Hours:				4.00	2.00		2.00		12.00	13.00	33.00
Total Hours:				12.00	10.00	8.00	10.00	8.00	12.00	13.00	73.00

Signature: RODRIGUE, JOHNNIE (091737) Date: 06/22/20 02:07 AM	I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including	Approval: VELEZ, RAFAEL A. (091778) Date: 06/22/20 11:32 AM
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Canizares, Armando	In:	6:00	Approved By: Velez, Angel	
5/31/2020	Break:	0 0 0 0 0 0 0	Rhours:	12.00
	Lunch Out:			
	Lunch In:			
	Lunch O2:			
	Lunch I2:			
Status: Completed	Out:	18:00	OHours:	0.00
	Hours:	12.00	THours:	12.00
Timecard Notes:			Cost Code:	1320015.010



Morales, Raidel	In:	6:00	Approved By: Velez, Angel	
5/31/2020	Break:	0 0 0 0 0 0 0	Rhours:	12.00
	Lunch Out:			
	Lunch In:			
	Lunch O2:			
	Lunch I2:			
Status: Completed	Out:	18:00	OHours:	0.00
	Hours:	12.00	THours:	12.00
	Timecard Notes:		Cost Code:	1320015.010



Morales, Raidel	In: 11:00	Approved By: Velez, Angel	
6/21/2020	Break: 0 0 0 0 0 0 0	Rhours:	12.00
	Lunch Out:		
	Lunch In:		
	Lunch O2:		
	Lunch I2:		
Status: Completed	Out: 23:00	OHours:	0.00
	Hours: 12.00	THours:	12.00
Timecard Notes:		Cost Code:	1320015.010



Cabrera, Francisco	In:	19:00	7:00	Approved By:	
6/14/2020	Break:	0	0	0	0.00
	Lunch Out:				
	Lunch In:				
	Lunch O2:				
	Lunch I2:				
Status: Completed	Out:	23:00	20:00	OHours:	8.00
	Hours:	4.00	13.00	THours:	17.00
Timecard Notes:				Cost Code:	1320015.010



Cabrera, Francisco	In:	11:00	8:00	8:00	Approved By: Velez, Angel	
6/21/2020	Break:	0	0	0	0	0
	Lunch Out:					
	Lunch In:					
	Lunch O2:					
	Lunch 12:					
Status: Completed	Out:	23:00	20:00	0:00	OHours:	21.00
	Hours:	12.00	12.00	16.00	THours:	40.00
	Timecard Notes:				Cost Code:	1320015.010



Ramos, Ramon J		In:	8:00	8:00			8:00	8:00	Approved By:	
6/21/2020	Break:	0	0	0	0	0	0	0	RHours:	16.00
	Lunch Out:									
	Lunch In:									
	Lunch O2:									
	Lunch I2:									
Status: Completed	Out:	16:00	16:00				20:00	20:00	OHours:	12.00
	Hours:	8.00	8.00				12.00	12.00	THours:	40.00
	Timecard Notes:								Cost Code:	1320015.010



Perez, Rene	In:	8:00	8:00			8:00	8:00	Approved By:	
6/21/2020	Break:	0	0	0	0	0	0	Rhours:	16.00
	Lunch Out:								
	Lunch In:								
	Lunch O2:								
	Lunch I2:								
Status: Completed	Out:	16:00	16:00			20:00	20:00	OHours:	12.00
	Hours:	8.00	8.00			12.00	12.00	THours:	40.00
	Timecard Notes:							Cost Code:	1320015.010

TransCore

Employee: BECERRA, JUAN C.
Employee Id: 100017403
Class: Hourly FT Non-Exempt
Printed: 08/13/20 06:56 PM

Revision: 2
Schedule: LP (01.01)
Period Ending: 05/03/20
Page 1 of 1

Line No	Project		Charge Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Line
	Labor Category			04/20	04/21	04/22	04/23	04/24	04/25	04/26	04/27	04/28	04/29	04/30	05/01	05/02	05/03	Total
	Pay Type																	
1	1117012.010		THEA Mainr Labor	8.00	8.00	8.00	8.00	8.00			8.00	7.00	8.00	8.00	8.00			79.00
	R																	
2	1119011.030		FTE Infinity Field Mnt Te									1.00						1.00
	R																	
3	1117012.010		THEA Mainr Labor		7.00													7.00
	O																	
4	1117012.010		THEA Mainr Labor	2.70	1.50	1.25	2.25	2.70	4.00	4.00								18.40
	ONC																	
5	1320015.010		THEA-Replace Loops			8.00												8.00
	TOLLTE																	
	O																	
6	1117012.010		THEA Mainr Labor			0.50	2.50											3.00
	O																	
7																		
8																		
9																		
10																		
11																		
		Total Regular Hours:	10.70	9.50	9.25	10.25	10.70	4.00	4.00	8.00	8.00	8.00	8.00	8.00				98.40
		Total Overtime Hours:		7.00	8.50	2.50												18.00
		Total Hours:	10.70	16.50	17.75	12.75	10.70	4.00	4.00	8.00	8.00	8.00	8.00	8.00				116.40
Signature: BECERRA, JUAN C. (100017403)		I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including									Approval: PLAZA, ORLANDO (093192)							
Date: 05/04/20 10:24 AM											Date: 05/04/20 10:34 AM							

TransCore

Print Timesheets by Charge

Employee: BECERRA, JUAN C.
 Employee Id: 100017403
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 06:59 PM

Revision: 2
 Schedule: LP (01.01)
 Period Ending: 05/31/20
 Page 1 of 1

Line No	Project	Charge Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Line
	Labor Category		05/18	05/19	05/20	05/21	05/22	05/23	05/24	05/25	05/26	05/27	05/28	05/29	05/30	05/31	Total
	Pay Type																
1	1117012.010	THEA Mainr Labor	8.00	8.00	8.50	8.00	7.50				8.00	8.00	8.00	8.00			72.00
	R																
2	1117012.010	THEA Mainr Labor															
	O																
3	1117012.010	THEA Mainr Labor	2.70	2.70	2.70	2.70	2.70	4.00	4.00								21.50
	ONC																
4	Z000050	Holiday								8.00							8.00
	H																
5	1320015.010	THEA-Replace Loops														6.00	6.00
	TOLLTE																
	O																
6																	
7																	
8																	
9																	
10																	
11																	
		Total Regular Hours:	10.70	10.70	11.20	10.70	10.20	4.00	4.00	8.00	8.00	8.00	8.00	8.00			101.50
		Total Overtime Hours:														6.00	6.00
		Total Hours:	10.70	10.70	11.20	10.70	10.20	4.00	4.00	8.00	8.00	8.00	8.00	8.00		6.00	107.50

Signature: BECERRA, JUAN C. (100017403)

Date: 06/01/20 09:03 AM

I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including

Approval: PLAZA, ORLANDO (093192)

Date: 06/01/20 10:53 AM

TransCore

Employee: BECERRA, JUAN C.
Employee Id: 100017403
Class: Hourly FT Non-Exempt
Printed: 08/13/20 02:52 PM

Revision: 1
Schedule: LP (01.01)
Period Ending: 06/14/20
Page 1 of 2

Line No	Project		Charge Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Line
	Labor Category			06/01	06/02	06/03	06/04	06/05	06/06	06/07	06/08	06/09	06/10	06/11	06/12	06/13	06/14	Total
	Pay Type																	
1	1117012.010			8.00	8.00	8.00	8.00	8.00			8.00	8.00	8.00	8.00	8.00			80.00
	R																	
2	1117012.010			2.70	2.70	2.70	2.70	2.50	4.00	4.00				2.70				24.00
	ONC																	
3	1117012.010							0.50										0.50
	O																	
4	1320015.010		THEA-Replace Loops														14.00	14.00
	TOLLTE																	
	R																	
5																		
6																		
7																		
8																		
9																		
10																		
11																		
			Total Regular Hours:	10.70	10.70	10.70	10.70	10.50	4.00	4.00	8.00	8.00	8.00	10.70	8.00		14.00	118.00
			Total Overtime Hours:					0.50										0.50
			Total Hours:	10.70	10.70	10.70	10.70	11.00	4.00	4.00	8.00	8.00	8.00	10.70	8.00		14.00	118.50
Signature: BECERRA, JUAN C. (100017403)		I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including									Approval: GLUNT, LAURALEE L. (091438)							
Date: 06/15/20 07:52 AM											Date: 06/15/20 02:26 PM							

TransCore

Employee: BECERRA, JUAN C.
Employee Id: 100017403
Class: Hourly FT Non-Exempt
Printed: 08/13/20 03:15 PM

Revision: 1
Schedule: LP (01.01)
Period Ending: 06/28/20
Page 1 of 2

Line No	Project		Charge Description	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Line
	Labor Category			06/15	06/16	06/17	06/18	06/19	06/20	06/21	06/22	06/23	06/24	06/25	06/26	06/27	06/28	Total
	Pay Type																	
1	1117012.010			8.75	7.25	8.00	8.00	8.00			8.00	8.00	8.50	8.00	7.50			80.00
	R																	
2	1117012.010																	
	O																	
3	1117012.010			2.00	2.70	2.70	2.70	2.70	4.00	4.00								20.80
	ONC																	
4	1320015.010		THEA-Replace Loops	4.00					6.00									10.00
	TOLLTE																	
	O																	
5	1320015.010		THEA-Replace Loops							11.25								11.25
	TOLLTE																	
	K																	
6																		
7																		
8																		
9																		
10																		
11																		
		Total Regular Hours:	10.75	9.95	10.70	10.70	10.70	4.00	4.00	8.00	8.00	8.50	8.00	7.50				100.80
		Total Overtime Hours:	4.00						6.00	11.25								21.25
		Total Hours:	14.75	9.95	10.70	10.70	10.70	10.00	15.25	8.00	8.00	8.50	8.00	7.50				122.05
Signature: BECERRA, JUAN C. (100017403)		I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including									Approval: PLAZA, ORLANDO (093192)							
Date: 06/29/20 09:52 AM											Date: 06/29/20 10:49 AM							

TransCore

Print Timesheets by Charge

Employee: VALDES, MICHAEL
 Employee Id: 092003
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 03:00 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 04/26/20
 Page 1 of 2

Line No	Project Labor Category	Pay Type	Charge Description	Mon 04/20	Tue 04/21	Wed 04/22	Thu 04/23	Fri 04/24	Sat 04/25	Sun 04/26	Line Totals
1	Z000040	V			8.00						8.00
2	1117012.010	R		8.00		8.00	8.00	8.00			32.00
3	1117012.010	O					3.00				3.00
4	1320015.010	O	THEA-Replace Loops			7.50					7.50
	TOLLTE										
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				8.00	8.00	8.00	8.00	8.00			40.00
Total Overtime Hours:						7.50	3.00				10.50
Total Hours:				8.00	8.00	15.50	11.00	8.00			50.50

Signature: VALDES, MICHAEL (092003) Date: 04/27/20 09:20 AM	I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including	Approval: PLAZA, ORLANDO (093192) Date: 04/27/20 11:45 AM
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TransCore

Print Timesheets by Charge

Employee: VALDES, MICHAEL
 Employee Id: 092003
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 06:57 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 05/31/20
 Page 1 of 1

Line No	Project Labor Category	Pay Type	Charge Description	Mon 05/25	Tue 05/26	Wed 05/27	Thu 05/28	Fri 05/29	Sat 05/30	Sun 05/31	Line Totals
1	1117012.010	R	THEA Mainr Labor		8.00	2.50	8.00	8.00			26.50
2	1117012.010	O	THEA Mainr Labor						2.00		2.00
3	1117012.010	ONC	THEA Mainr Labor	4.00	2.70	2.70	2.70	2.70	3.70	2.30	20.80
4	1320015.010	K	THEA-Replace Loops							10.00	10.00
	TOLLTE										
5	Z000040	V	Comp/PTO/VAC			5.50					5.50
6	Z000050	H	Holiday	8.00							8.00
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				12.00	10.70	10.70	10.70	10.70	3.70	2.30	60.80
Total Overtime Hours:									2.00	10.00	12.00
Total Hours:				12.00	10.70	10.70	10.70	10.70	5.70	12.30	72.80

Signature: VALDES, MICHAEL (092003) Date: 05/31/20 11:35 PM	I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including	Approval: PLAZA, ORLANDO (093192) Date: 06/01/20 10:56 AM
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TransCore

Print Timesheets by Charge

Employee: VALDES, MICHAEL
 Employee Id: 092003
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 06:55 PM

Revision: 2
 Schedule: TLP Weekly
 Period Ending: 06/14/20
 Page 1 of 1

Line No	Project Labor Category	Pay Type	Charge Description	Mon 06/08	Tue 06/09	Wed 06/10	Thu 06/11	Fri 06/12	Sat 06/13	Sun 06/14	Line Totals
1	1117012.010	R	THEA Mainr Labor	8.00	8.00	8.00	8.00	8.00			40.00
2	1120003.030	O	FTE Infinity Field Mnt Te				3.50	3.75			7.25
3	1117012.010	ONC	THEA Mainr Labor	2.70	2.70	2.70		2.00	3.70	1.40	15.20
4	1117012.010	O	THEA Mainr Labor						2.00		2.00
5	1320015.010 TOLLTE	K	THEA-Replace Loops							15.75	15.75
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				10.70	10.70	10.70	8.00	10.00	3.70	1.40	55.20
Total Overtime Hours:							3.50	3.75	2.00	15.75	25.00
Total Hours:				10.70	10.70	10.70	11.50	13.75	5.70	17.15	80.20

Signature: VALDES, MICHAEL (092003)

Date: 06/14/20 11:03 PM

I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including

Approval: GLUNT, LAURALEE L. (091438)

Date: 06/15/20 03:04 PM

TransCore

Print Timesheets by Charge

Employee: VALDES, MICHAEL
 Employee Id: 092003
 Class: Hourly FT Non-Exempt
 Printed: 08/13/20 02:56 PM

Revision: 1
 Schedule: TLP Weekly
 Period Ending: 06/21/20
 Page 1 of 2

Line No	Project Labor Category	Pay Type	Charge Description	Mon 06/15	Tue 06/16	Wed 06/17	Thu 06/18	Fri 06/19	Sat 06/20	Sun 06/21	Line Totals
1	1117012.010	R		8.00	8.00	8.00	8.00	8.00			40.00
2	1320015.010	O	THEA-Replace Loops	4.75					8.75		13.50
	TOLLTE										
3	1320015.010	K	THEA-Replace Loops							12.00	12.00
	TOLLTE										
4	1117012.010	O			3.50			2.25			5.75
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
Total Regular Hours:				8.00	8.00	8.00	8.00	8.00			40.00
Total Overtime Hours:				4.75	3.50			2.25	8.75	12.00	31.25
Total Hours:				12.75	11.50	8.00	8.00	10.25	8.75	12.00	71.25

Signature: VALDES, MICHAEL (092003)

Date: 06/22/20 09:18 AM

I certify the hours reported were incurred on the codes and dates indicated, I have taken all breaks required by law and have not been asked to misreport time. I know that falsifying a timesheet may result in disciplinary action, including

Approval: GLUNT, LAURALEE L. (091438)

Date: 06/22/20 12:41 PM



1076 FLORIDA CENTRAL PKWY
LONGWOOD FL 32750
800-423-2594 Fax 407-332-9086

1MUL008
Invoice
1073452

INVOICE DATE	INVOICE NUMBER
05/04/20	S1138805.002
REMIT TO: MULTICOM, INC. P.O. Box 520297 LONGWOOD FL 32752	PAGE NO. 1

BILL TO:
TRANSCORE -HUMMELSTOWN OFFICE
4415 Lewis Road
HARRISBURG, PA 17111

SHIP TO:
TRANSCORE-TAMPA
6021 ORIENT DR
Attn: Orlando Plaza
TAMPA, FL 33610

BPH846352

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
14767	1318016.874	Frt: Allowed	HOUSE-OUTSIDE SALESM	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Robert Ricks	BW BEST-WAY	net 45 uninsured	05/04/20	05/04/20
DESCRIPTION		ORDER QTY	SHIP QTY	Net Prc
***** Shipping Instructions *****				Ext Prc
*Ship 5/4				
*Deliver before 3pm				
*Orlando Plaza 813-233-6558				
*				
*mark po# 1318016.874				
*				
*SAIA PRO# 10405205280				

Thank you for your business!				
-				
Rob Ricks				
STATAFLEX 2PT LOOP SEALANT		200ea	200ea	21.100
14G0001CR513 14-1C STR IMSA 51-3		10000ft	10000ft	0.085
(19 STRAND)				
2x5000				



1076 FLORIDA CENTRAL PKWY
LONGWOOD FL 32750
800-423-2594 Fax 407-332-9086

1MUL008
Invoice
1079182

INVOICE DATE	INVOICE NUMBER
06/19/20	S1140113.001
REMIT TO:	PAGE NO.
MULTICOM, INC. P.O. Box 520297 LONGWOOD FL 32752	1

BILL TO:
TRANSCORE -HUMMELSTOWN OFFICE
4415 Lewis Road
HARRISBURG, PA 17111

SHIP TO:
TRANSCORE-TAMPA
6021 ORIENT DR
TAMPA, FL 33610

BPH846352

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
14767	1318016.874	Frnt: Allowed	HOUSE-OUTSIDE SALESM	
WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Robert Ricks	BW BEST-WAY	net 45 uninsured	06/19/20	06/18/20
DESCRIPTION	ORDER QTY	SHIP QTY	Net Prc	Ext Prc
***** Shipping Instructions ***** *Ship ASAP *Deliver before 3pm *Orlando 813.233.6558 * *mark po# 1318016.874 * * *SAIA PRO# 10467086130 ***** Thank you for your business! - Rob Ricks STATAFLEX 2PT LOOP SEALANT 14G0001CR513 14-1C STR IMSA 51-3 (19 STRAND) 2x5000 M Treschan Ent 06/26/20 Multicom is a Service-Disabled Veteran-Owned Small Business (SDVOSB) *** All sales subject to Multicom's standard terms and conditions - available at www.multicominc.com	200ea 10000ft	200ea 10000ft	21.100 0.085	4220.00 850.00
			Subtotal	5070.00
			Freight	0.00
			Sales Tax	0.00
			Amount Due	5070.00



THEA Site 35 Loop Replacement Proposal

Purpose

The purpose of this quotation is to provide THEA with the labor and materials necessary for the coordination of replacements of all loops at Site 35- Plant Avenue On-Ramp per THEA's request. These replacements will satisfy the needs for the repairs that were discovered through Neology's testing of the loops. THEA chose to repave the ramps. TransCore will procure all materials needed for the installation and complete the work necessary to replace all the loops.

Scope

The scope of this quotation includes the coordination of all installation and replacement of home runs and loops at THEA AET Tolling Sites. This will consist of the following:

- Obtain all materials for loop replacements
- THEA will coordinate MOT for all sites needing replacement and re-sealing
- Perform the loop removal and replacements
- THEA Tolls Maintenance Technicians will be onsite to provide support and access
- Calibrate new loops with the IDRIS system
- Perform necessary testing to confirm proper functionality of new loops
- Site 35 - 7 Installation Technicians; 1 Installation Supervisor; 2 Maintenance Technicians
- Start and Stop time is based on 8 hours of work

Site 35	Qty	Labor Rate	Loop Material	Home Run Material	Epoxy	Loop Material Cost	Home Run Material Cost	Epoxy Cost	Cost Total
Entry Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Exit Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Trigger Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Axle Loop	2		70	150	12	\$ 0.10	\$ 0.40	\$22.90	\$ 683.60
5' x 6'-6" Shoulder Loop	0		120	200	0	\$ 0.10	\$ 0.40	\$22.90	\$ -
4' x 6'-6" Shoulder Loop	3		110	200	15	\$ 0.10	\$ 0.40	\$22.90	\$ 1,303.50
Total Loops	8				42				
Project Manager	1	\$ 251.33							\$ 251.33
Installation Technician	56	\$ 122.39							\$ 6,853.84
Installation Supervisor	8	\$ 150.80							\$ 1,206.40
Maintenance Technician	8	\$ 145.33							\$ 1,162.64
Material with Markup									\$ 2,938.94
Total Cost									\$12,413.15

"This proposal is valid for a period of 90 days from the date of submitted"



THEA Site 10 Loop Replacement Proposal

Purpose

The purpose of this quotation is to provide THEA with the labor and materials necessary for the coordination of replacements of all loops at Site 10-Willow Avenue On-Ramp per THEA's request. These replacements will satisfy the needs for the repairs that were discovered through Neology's testing of the loops. THEA chose to repave the ramps. TransCore will procure all materials needed for the installation and complete the work necessary to replace all the loops.

Scope

The scope of this quotation includes the coordination of all installation and replacement of home runs and loops at THEA AET Tolling Sites. This will consist of the following:

- Obtain all materials for loop replacements
- THEA will coordinate MOT for all sites needing replacement and re-sealing
- Perform the loop removal and replacements
- THEA Tolls Maintenance Technicians will be onsite to provide support and access
- Calibrate new loops with the IDRIS system
- Perform necessary testing to confirm proper functionality of new loops
- Site 10 - 7 Installation Technicians; 1 Installation Supervisor; 2 Maintenance Technicians
- Start and Stop time is based on 8 hours of work

Site 10	Qty	Labor Rate	Loop Material	Home Run Material	Epoxy	Loop Material	Home Run Material Cost	Epoxy Cost	Cost Total
Entry Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Exit Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Trigger Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Axle Loop	2		70	150	12	\$ 0.10	\$ 0.40	\$22.90	\$ 683.60
5' x 6'-6" Shoulder Loop	0		120	200	0	\$ 0.10	\$ 0.40	\$22.90	\$ -
4' x 6'-6" Shoulder Loop	3		110	200	15	\$ 0.10	\$ 0.40	\$22.90	\$ 1,303.50
Total Loops	8				42				
Project Manager	1	\$ 251.33							\$ 251.33
Installation Technician	56	\$ 122.39							\$ 6,853.84
Installation Supervisor	8	\$ 150.80							\$ 1,206.40
Maintenance Technician	8	\$ 145.33							\$ 1,162.64
								Material with Markup	\$ 2,938.94
								Total Cost	\$12,413.15

"This proposal is valid for a period of 90 days from the date of submitted"



THEA Site 15 Loop Replacement Proposal

Purpose

The purpose of this quotation is to provide THEA with the labor and materials necessary for the coordination of replacements of all loops at Site 15-Willow Avenue Off-Ramp per THEA's request. These replacements will satisfy the needs for the repairs that were discovered through Neology's testing of the loops. THEA chose to repave the ramps. TransCore will procure all materials needed for the installation and complete the work necessary to replace all the loops.

Scope

The scope of this quotation includes the coordination of all installation and replacement of home runs and loops at THEA AET Tolling Sites. This will consist of the following:

- Obtain all materials for loop replacements
- THEA will coordinate MOT for all sites needing replacement and re-sealing
- Perform the loop removal and replacements
- THEA Tolls Maintenance Technicians will be onsite to provide support and access
- Calibrate new loops with the IDRIS system
- Perform necessary testing to confirm proper functionality of new loops
- Site 15 - 7 Installation Technicians; 1 Installation Supervisor; 2 Maintenance Technicians
- Start and Stop time is based on 8 hours of work

Site 15	Qty	Labor Rate	Loop Material	Home Run Material	Epoxy	Loop Material	Home Run Material Cost	Epoxy Cost	Cost Total
Entry Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Exit Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Trigger Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Axle Loop	2		70	150	12	\$ 0.10	\$ 0.40	\$22.90	\$ 683.60
5' x 6'-6" Shoulder Loop	0		120	200	0	\$ 0.10	\$ 0.40	\$22.90	\$ -
4' x 6'-6" Shoulder Loop	3		110	200	15	\$ 0.10	\$ 0.40	\$22.90	\$ 1,303.50
Total Loops	8				42				
Project Manager	1	\$ 251.33							\$ 251.33
Installation Technician	56	\$ 122.39							\$ 6,853.84
Installation Supervisor	8	\$ 150.80							\$ 1,206.40
Maintenance Technician	8	\$ 145.33							\$ 1,162.64
								Material with Markup	\$ 2,938.94
								Total Cost	\$12,413.15

"This proposal is valid for a period of 90 days from the date of submitted"



THEA Site 20 Loop Replacement Proposal

Purpose

The purpose of this quotation is to provide THEA with the labor and materials necessary for the coordination of replacements of all loops at Site 20- West Mainline WB per THEA's request. These replacements will satisfy the needs for the repairs that were discovered through Neology's testing of the loops. THEA chose to repave the ramps. TransCore will procure all materials needed for the installation and complete the work necessary to replace all the loops.

Scope

The scope of this quotation includes the coordination of all installation and replacement of home runs and loops at THEA AET Tolling Sites. This will consist of the following:

- Obtain all materials for loop replacements
- THEA will coordinate MOT for all sites needing replacement and re-sealing
- Perform the loop removal and replacements
- THEA Tolls Maintenance Technicians will be onsite to provide support and access
- Calibrate new loops with the IDRIS system
- Perform necessary testing to confirm proper functionality of new loops
- Site 20 - 7 Installation Technicians; 1 Installation Supervisor; 2 Maintenance Technicians
- Start and Stop time is based on 16 hours of work

Site 20	Qty	Labor Rate	Loop Material	Home Run Material	Epoxy	Loop Material Cost	Home Run Material Cost	Epoxy Cost	Cost Total
Entry Loop	2		150	150	10	\$ 0.10	\$ 0.40	\$22.90	\$ 608.00
Exit Loop	2		150	150	10	\$ 0.10	\$ 0.40	\$22.90	\$ 608.00
Trigger Loop	2		150	150	10	\$ 0.10	\$ 0.40	\$22.90	\$ 608.00
Axle Loop	4		70	150	24	\$ 0.10	\$ 0.40	\$22.90	\$ 2,466.40
5' x 6'-6" Shoulder Loop	3		120	200	15	\$ 0.10	\$ 0.40	\$22.90	\$ 1,306.50
4' x 6'-6" Shoulder Loop	3		110	200	15	\$ 0.10	\$ 0.40	\$22.90	\$ 1,303.50
Total Loops	16				84				
Project Manager	1	\$ 251.33							\$ 251.33
Installation Technician	112	\$ 122.39							\$13,707.68
Installation Supervisor	16	\$ 150.80							\$ 2,412.80
Maintenance Technician	16	\$ 145.33							\$ 2,325.28
Material with Markup									\$ 7,935.46
Total Cost									\$26,632.55

"This proposal is valid for a period of 90 days from the date of submitted"



THEA Site 25 Loop Replacement Proposal

Purpose

The purpose of this quotation is to provide THEA with the labor and materials necessary for the coordination of replacements of all loops at Site 25- West Mainline EB per THEA's request. These replacements will satisfy the needs for the repairs that were discovered through Neology's testing of the loops. THEA chose to repave the ramps. TransCore will procure all materials needed for the installation and complete the work necessary to replace all the loops.

Scope

The scope of this quotation includes the coordination of all installation and replacement of home runs and loops at THEA AET Tolling Sites. This will consist of the following:

- Obtain all materials for loop replacements
- THEA will coordinate MOT for all sites needing replacement and re-sealing
- Perform the loop removal and replacements
- THEA Tolls Maintenance Technicians will be onsite to provide support and access
- Calibrate new loops with the IDRIS system
- Perform necessary testing to confirm proper functionality of new loops
- Site 25 - 7 Installation Technicians; 1 Installation Supervisor; 2 Maintenance Technicians
- Start and Stop time is based on 12 hours of work

Site 25	Qty	Labor Rate	Loop Material	Home Run Material	Epoxy	Loop Material Cost	Home Run Material Cost	Epoxy Cost	Cost Total
Entry Loop	2		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 379.00
Exit Loop	2		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 379.00
Trigger Loop	2		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 379.00
Axle Loop	4		70	150	24	\$ 0.10	\$ 0.40	\$22.90	\$ 2,466.40
5' x 6'-6" Shoulder Loop	0		120	200	0	\$ 0.10	\$ 0.40	\$22.90	\$ -
4' x 6'-6" Shoulder Loop	3		110	200	15	\$ 0.10	\$ 0.40	\$22.90	\$ 1,303.50
Total Loops	13				54				
Project Manager	1	\$ 251.33							\$ 251.33
Installation Technician	84	\$ 122.39							\$10,280.76
Installation Supervisor	12	\$ 150.80							\$ 1,809.60
Maintenace Technician	12	\$ 145.33							\$ 1,743.96
Material with Markup									\$ 5,642.94
Total Cost									\$19,728.59

"This proposal is valid for a period of 90 days from the date of submitted"



THEA Site 30 Loop Replacement Proposal

Purpose

The purpose of this quotation is to provide THEA with the labor and materials necessary for the coordination of replacements of all loops at Site 30- Plant Avenue Off-Ramp per THEA's request. These replacements will satisfy the needs for the repairs that were discovered through Neology's testing of the loops. THEA chose to repave the ramps. TransCore will procure all materials needed for the installation and complete the work necessary to replace all the loops.

Scope

The scope of this quotation includes the coordination of all installation and replacement of home runs and loops at THEA AET Tolling Sites. This will consist of the following:

- Obtain all materials for loop replacements
- THEA will coordinate MOT for all sites needing replacement and re-sealing
- Perform the loop removal and replacements
- THEA Tolls Maintenance Technicians will be onsite to provide support and access
- Calibrate new loops with the IDRIS system
- Perform necessary testing to confirm proper functionality of new loops
- Site 30 - 7 Installation Technicians; 1 Installation Supervisor; 2 Maintenance Technicians
- Start and Stop time is based on 8 hours of work

Site 30	Qty	Labor Rate	Loop Material	Home Run Material	Epoxy	Loop Material Cost	Home Run Material Cost	Epoxy Cost	Cost Total
Entry Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Exit Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Trigger Loop	1		150	150	5	\$ 0.10	\$ 0.40	\$22.90	\$ 189.50
Axle Loop	2		70	150	12	\$ 0.10	\$ 0.40	\$22.90	\$ 683.60
5' x 6'-6" Shoulder Loop	0		120	200	0	\$ 0.10	\$ 0.40	\$22.90	\$ -
4' x 6'-6" Shoulder Loop	3		110	200	15	\$ 0.10	\$ 0.40	\$22.90	\$ 1,303.50
Total Loops	8				42				
Project Manager	1	\$ 251.33							\$ 251.33
Installation Technician	56	\$ 122.39							\$ 6,853.84
Installation Supervisor	8	\$ 150.80							\$ 1,206.40
Maintenace Technician	8	\$ 145.33							\$ 1,162.64
Material with Markup									\$ 2,938.94
Total Cost									\$12,413.15

"This proposal is valid for a period of 90 days from the date of submitted"

Discussion/Action Items

Audit/Finance Committee

IV. C.1.

FY20 Financial Statements

Purpose: To accept FY20 audited Financial Statements

Funding: Capital Budget

Action: Acceptance of the Financial Statements, as audited by
Rivero Gordimer & Company, for Fiscal Year 2019-2020

DRAFT 1.21.21

GENERAL PURPOSE FINANCIAL STATEMENTS
AND INDEPENDENT AUDITORS' REPORTS

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

June 30, 2020 and 2019

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TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

MEMBERS OF THE AUTHORITY

June 30, 2020

GUBERNATORIAL APPOINTEES

Vincent Cassidy, Chairman

Bennett Barrow, Vice Chairman

Daniel Alvarez, Secretary

Shaun Oxtal, Member

EX-OFFICIO

Mayor Jane Castor, Member, City of Tampa, Florida

Honorable Lesley “Les” Miller, Member, Board of County Commissioners,
Hillsborough County, Florida

David Gwynn, Member, District Secretary,
Florida Department of Transportation

STAFF

Joseph Waggoner, Executive Director

Amy Lettelleir, Esquire, General Counsel

Jeff Seward, Director of Finance

Robert Frey, AICP, Director of Planning and Innovation

Brian Pickard, Director of Operations and Engineering

Susan Chrzan, Director of Public Affairs

Rafael Hernandez, Director of Toll Operations

DRAFT 1.21.21

MANAGEMENT'S DISCUSSION AND ANALYSIS

This section of the Tampa-Hillsborough County Expressway Authority's ("Authority") annual report presents our discussion and analysis of its financial performance during the fiscal year ended June 30, 2020.

FINANCIAL HIGHLIGHTS

The assets and deferred outflows of resources of the Authority exceeded its liabilities and deferred inflows at the close of the fiscal year by \$463,927,675.

Change in net position for fiscal year ended June 30, 2020 totaled \$47,838,345.

Construction in progress increased by approximately \$112 million from the prior year.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of four parts; Management's Discussion and Analysis, Financial Statements, Supplementary Information, and Regulatory Reports. The Financial Statements also include notes that explain in more detail some of the information contained therein.

REQUIRED FINANCIAL STATEMENTS

The Financial Statements of the Authority report information about the Authority using accounting methods similar to those used by private sector companies. These statements offer short and long-term financial information about its activities. The Statement of Net Position includes all of the Authority's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and the obligations to Authority creditors (liabilities). It also provides the basis for computing rate of return, evaluating the capital structure of the Authority and assessing the liquidity and financial flexibility of the Authority. All of the current year revenues and expenses are accounted for in the Statement of Revenues, Expenses and Changes in Net Position. This statement measures the success of the Authority's operations over the past year and can be used to determine whether the Authority has successfully recovered all its costs through user fees and other charges, profitability, and credit worthiness. The final required financial statement is the Statement of Cash Flows. The primary purpose of this statement is to provide information about the Authority's cash receipts and cash payments during the reporting period. The statement reports cash receipts, cash payments and net changes in cash resulting from operations, investing, and financing activities and provides answers to such questions as where cash came from, what was cash used for, and what was the change in cash balance during the reporting period.

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

In addition to the basic financial statements and accompanying notes, this report also presents certain supplementary information concerning the Authority's trend data on infrastructure condition.

FINANCIAL ANALYSIS OF THE AUTHORITY

The Statement of Net Position presents information on all of the Authority's assets and deferred outflows, and liabilities and deferred inflows, with the difference between them reported as net position. The net position, the difference between assets and liabilities, is one way to measure the financial health or financial position.

DRAFT 1.21.21

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Over time, increases or decreases in the Authority's net position is one indicator of whether its financial health is improving or deteriorating. However, other non-financial factors should be considered, such as economic conditions, population growth, and changing government legislation.

NET POSITION

The following table summarizes the Authority's Statement of Net Position (in millions):

	2020	2019	2018
Unrestricted current assets	\$ 27.58	\$ 18.14	\$ 29.34
Restricted current assets	33.65	31.90	32.56
Restricted assets			
Cash and investments	249.53	332.20	361.35
Receivables and other	14.84	18.12	11.00
Capital assets			
Property and equipment - net	737.59	738.51	739.85
Construction in progress	294.75	182.56	105.77
Total assets	<u>1,357.94</u>	<u>1,321.43</u>	<u>1,279.87</u>
Deferred outflows of resources	<u>26.24</u>	<u>28.51</u>	<u>30.50</u>
Current liabilities	3.01	1.47	1.14
Restricted current liabilities	33.65	31.90	32.56
Long-term debt			
Bonds payable	665.19	682.66	693.64
Due to other governments	213.83	213.83	213.83
Pension liability	<u>4.31</u>	<u>3.67</u>	<u>3.47</u>
Total liabilities	<u>919.99</u>	<u>933.53</u>	<u>944.64</u>
Deferred inflows of resources	<u>0.26</u>	<u>0.32</u>	<u>0.15</u>
Net position			
Invested in capital assets, net of related debt	223.92	204.53	181.17
Restricted	218.02	196.43	165.13
Unrestricted	<u>21.99</u>	<u>15.13</u>	<u>19.28</u>
Total net position	<u>\$ 463.93</u>	<u>\$ 416.09</u>	<u>\$ 365.58</u>

As can be seen from the above table, restricted cash and investments decreased \$82.67 million which is a result of construction in progress increasing by \$112.19 million. During the year ended June 30, 2020 the Authority had a strong operational performance of an increase in net position of \$47.84 million.

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

NET POSITION - Continued

The following table summarizes the Authority's Statement of Revenues, Expenses, and Changes in Net Position (in millions):

	2020	2019	2018
Toll revenues	\$ 87.90	\$ 82.09	\$ 82.72
Expenses			
Operating expenses	15.31	13.50	10.16
General and administrative	6.68	5.58	5.60
Total expenses	21.99	19.08	15.76
Operating net income	65.91	63.01	66.96
Net non-operating expenses	(19.88)	(14.79)	(22.88)
Income before capital grants	46.03	48.22	44.08
Capital grants	1.81	2.29	7.48
Increase in net position	47.84	50.51	51.56
Net position at beginning of year	416.09	365.58	314.02
Net position at end of year	\$ 463.93	\$ 416.09	\$ 365.58

While the Statement of Net Position shows the change in financial position, the Statement of Revenues, Expenses, and Changes in Net Position, provides details as to the nature and source of these changes. As can be seen from the above table, revenues increased from the prior year. Operating expenses increased \$1.81 million which was related to large renewal and replacement expenses for resurfacing projects during the year. Capital grant revenue decreased by \$0.48 million due to the Connected Vehicle Pilot project moving to its implementation phase.

BUDGETARY PROCESS

The Authority's Operating Budget is recommended by the Finance and Budget Committee of the Authority's governing board. The budget is based upon a review of current revenues and expenditures and the projected future funding needs of the Authority for administration, operations, maintenance, and the annual approved work program. The budget is then approved by the Authority's governing board. There were no amendments to the approved budget.

The development of the Authority's six-year work program is a combined effort between the Executive Director and the Directors of Planning, Roadway Operations, Toll Operations and the Director of Finance. Annual updates to the work program will be presented to the Authority's governing board for approval in conjunction with the annual budget.

Toll revenues were lower than budgeted by \$7.3 million due to lower traffic counts than expected as a result of the coronavirus pandemic.

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

BUDGETARY PROCESS - Continued

Expenses were lower than budget by \$5.5 million, of which \$5 million was related to renewal and replacement projects that were completed under budget or were not yet completed at the end of the year.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital assets consist of the following:

	June 30, 2019	Additions	Deletions	June 30, 2020
Assets subject to depreciation				
Buildings and improvements	\$ 10,677,826	\$ -	\$ -	\$ 10,677,826
Furniture and equipment	27,359,772	-	-	27,359,772
Vehicle	56,619	-	-	56,619
	38,094,217	-	-	38,094,217
Less accumulated depreciation	(30,123,692)	(1,130,959)	-	(31,254,651)
	7,970,525	(1,130,959)	-	6,839,566
Assets not subject to depreciation				
Land and infrastructure	730,541,081	213,238	-	730,754,319
Total property and equipment	<u>\$ 738,511,606</u>	<u>\$ (917,721)</u>	<u>\$ -</u>	<u>\$ 737,593,885</u>
Construction in progress	<u>\$ 182,559,003</u>	<u>\$ 112,408,086</u>	<u>\$ (213,238)</u>	<u>\$ 294,753,851</u>

The Authority's investment in capital assets includes buildings, improvements, furniture and equipment and roads. Additionally, the Authority added approximately \$112 million of construction in progress improvements related to the Selmon West Extension, the South Selmon Safety Project, the Meridian Improvement Project and various other projects.

INFRASTRUCTURE PRESERVATION

It is the policy of the Authority that it will take all necessary actions to ensure that infrastructure assets are maintained, repaired, renewed and, when needed, replaced, so as to last indefinitely. Depreciation is not recorded as long as the infrastructure assets are maintained at the level established by the Authority. Routine maintenance and renewal and replacement costs are expensed annually. The Authority's policy is to maintain the roadway condition and a Maintenance Rating Program (MRP) rating 90 or better. The Authority's GEC has determined that the overall rating of the Expressway System in the Florida Department of Transportation's Maintenance Rating Program exceeds minimum standards. For fiscal year 2020, road maintenance expenses were \$4,164,056 and renewal and replacement expenses \$2,906,311.

Anticipated major renewal and replacement activities have been identified and included in the six-year work program. A \$10 million renewal and replacement reserve has been established by the Authority.

SIGNIFICANT EVENTS

During the year, significant progress was made on the Selmon West Extension to the Gandy Bridge. Approximately \$90 million was added to construction in progress related to this project. The project is being funded by the Series 2017 Bonds discussed below.

LONG TERM DEBT

In December 2012, the Authority issued \$192.43 million in Tampa-Hillsborough County Expressway Authority Refunding Revenue Bonds, Series 2012A, \$141.73 million in Tampa-Hillsborough County Expressway Authority Refunding Revenue Bonds, Series 2012B, \$35.04 million in Tampa-Hillsborough County Expressway Authority Taxable Revenue Bonds, Series 2012C; and \$70.1 million in Tampa-Hillsborough County Expressway Authority Taxable Refunding Revenue Bonds, Series 2012D. The refunding bond issues were used to refund the remaining 2002 (\$73.9 million) and the 2005 (\$248.3 million) bonds. The bonds were issued under a new Tampa-Hillsborough County Expressway Authority Master Bond Resolution.

During the year ended June 30, 2018, the Authority issued \$157,780,000 in Tampa-Hillsborough County Expressway Authority Revenue Bonds, Series 2017; \$152,410,000 in Tampa-Hillsborough County Expressway Authority Refunding Revenue Bonds, Series 2017B; and \$36,190,000 in Tampa-Hillsborough County Expressway Authority Revenue Bonds, Series 2017C. The funds were used to fund the Selmon West Extension Project which includes the construction of 2.5 miles of elevated roadway over a portion of the existing Gandy Boulevard in South Tampa; refund the Series 2012B Bonds; and to fund the South Selmon Safety Project and the Meridian Improvement Project.

In June 2020, the Authority deposited cash on hand of \$4,549,216 into an irrevocable escrow to advance refund, through an in-substance defeasance, \$4,415,000 of the Series 2012C Tax Revenue Bonds. The remaining balance at June 30, 2020 of \$10,210,000 was transferred to the paying agent July 1, 2020. As a result, the Series 2012C Bonds are considered to be defeased and the escrowed assets and the liability for the bonds have been removed from these financial statements. The Authority achieved a cash flow difference and an economic loss of \$18,731 as a result of the refunding.

The Series 2012 Bonds were rated A- by Standards & Poor's and A3 by Moody's Investors Services. On February 4, 2014, the bonds were upgraded to a rating of A by Standards & Poor's. Moody's upgraded the bonds to a rating of A2 on December 15, 2016. The Series 2017, 2017B and 2017C bonds were rated A+ by Standards & Poor's and A2 by Moody's Investors Services.

The Authority has amounts due to the Florida Department of Transportation (the "Department") for prior payments of operation and maintenance costs of the expressway system and renewal and replacement costs which occurred under the LPA that was terminated in December 2012; (\$200.4 million). The Authority also owes the Department \$13.8 million in State Transportation Trust loans and interest. The Authority has agreed to repay the Department in twenty annual payments beginning July 1, 2025.

Pursuant to the Tampa-Hillsborough County Expressway Authority Master Bond Resolution, the Traffic and Revenue Engineer has verified that pledged funds estimated for fiscal year 2021 will be sufficient to comply with estimated bond payments as required by the terms of the Master Resolution.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGET

In typical years, traffic on the Selmon Expressway grows between 2 and 5 percent and toll revenue grows a couple percentage points higher due to the toll indexing policies of the Authority. During the development of the FY2021 budget, it was clear that next year would not be a typical year due to the restrictions in place to combat the COVID-19 pandemic. The Authority's Traffic and Revenue Engineer, Stantec Consulting Services Inc., began tracking traffic and revenue closely when those restrictions were first put into place Friday, March 13, 2020. Traffic on the Selmon Expressway hit a low in mid-April at approximately 60 percent below previous year's level. This followed a recovery of traffic levels through the final months of the fiscal year to levels that were approximately 25 percent below previous year's level.

With this data, three revenue scenarios for FY2021 were developed estimating the potential trajectory of recovery of traffic and toll revenue during this unprecedented event. These scenarios, short, mid and long duration, were defined by the length of time the recovery would take. The FY2021 budget used the mid-duration recovery scenario which discounted previous forecasts by 20 percent, assuming essentially a slightly better than steady state through the fiscal year. Thus far in FY2021, through November, actual traffic is above the budget forecast, with toll revenue following suit.

In September 2020, the Authority issued \$20.09 million in Tampa-Hillsborough County Expressway Authority Revenue Bonds, Series 2020A and \$202.10 million in Tampa-Hillsborough County Expressway Authority Taxable Refunding Revenue Bonds Series 2020B. The Series 2020A proceeds will be used for capital improvements to the Expressway System. The Series 2020B proceeds were used to refund Series 2012A and fund the debt service reserve and debt issued costs related to the issuance of the 2020 Series.

CONTACTING THE AUTHORITY'S MANAGEMENT

The financial report is designated to provide our citizens, customers, investors, and creditors with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the money it receives.

If you have questions about this report or need additional information, contact the Tampa-Hillsborough County Expressway Authority's Director of Finance at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, phone number 813-272-6740.

INDEPENDENT AUDITORS' REPORT

Distinguished Members of the Authority
Tampa-Hillsborough County Expressway Authority

Report on the Financial Statements

We have audited the accompanying financial statements of the Tampa-Hillsborough County Expressway Authority (the "Authority") as of and for the years ended June 30, 2020 and 2019, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Authority as of June 30, 2020 and 2019 and the respective changes in net position, and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis (pages 2 - 9), Trend Data on Infrastructure Condition (page 42), and pension schedules (pages 43 - 44) be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. *Code of Federal Requirements* Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, and is also not a required part of the basic financial statements.

The schedule of expenditures of federal awards is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 25, 2021, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

Tampa, Florida
January 25, 2021

STATEMENTS OF NET POSITION

June 30,

	2020	2019
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents (notes B2 and C)	\$ 1,680,487	\$ 1,474,717
Restricted cash and investments to meet current liabilities	33,649,915	31,902,799
Accounts receivable - tolls (note B4)	1,622,718	1,939,274
Investments (notes B3 and C)	24,114,209	14,663,980
Other assets	161,720	64,612
Total current assets	61,229,049	50,045,382
RESTRICTED ASSETS		
Investments (notes B3 and C)	249,532,585	332,201,076
Accrued interest receivable	60,252	395,821
Accounts receivable - tolls (note B4)	14,604,461	17,453,462
Grant receivable	172,677	268,618
Total restricted assets	264,369,975	350,318,977
PROPERTY AND EQUIPMENT - net of accumulated depreciation (notes B9 and D)		
Capital assets not being depreciated:		
Land and infrastructure	730,754,319	730,541,081
Capital assets net of accumulated depreciation:		
Buildings and improvements	5,189,260	5,492,048
Furniture and equipment	1,650,306	2,478,477
Total property and equipment	737,593,885	738,511,606
CONSTRUCTION IN PROGRESS (notes B7, D, and I)	294,753,851	182,559,003
TOTAL ASSETS	1,357,946,760	1,321,434,968
DEFERRED OUTFLOWS OF RESOURCES (note B11)	26,238,133	28,507,464
TOTAL DEFERRED OUTFLOWS OF RESOURCES	26,238,133	28,507,464

Tampa-Hillsborough County Expressway Authority

STATEMENTS OF NET POSITION - CONTINUED

June 30,

	2020	2019
LIABILITIES		
CURRENT LIABILITIES FROM UNRESTRICTED ASSETS		
Accounts payable	2,379,527	990,278
Accrued expenses	623,550	482,578
Total current unrestricted liabilities	3,003,077	1,472,856
CURRENT LIABILITIES FROM RESTRICTED ASSETS		
Accounts and contracts payable (note B7)	6,484,251	6,396,878
Current portion of revenue bonds payable (note E)	10,545,000	8,770,000
Current portion of governmental agencies payable (note E)	-	1,605
Interest payable	13,990,664	14,103,866
Unearned revenue	2,630,000	2,630,450
Total current liabilities payable from restricted assets	33,649,915	31,902,799
Total current liabilities	36,652,992	33,375,655
LONG-TERM DEBT due after one year (note E)		
Revenue bonds payable	665,193,483	682,660,285
Due to governmental agencies	213,833,835	213,833,835
Total long-term debt	879,027,318	896,494,120
PENSION LIABILITY (note G)	4,312,517	3,667,779
TOTAL LIABILITIES	919,992,827	933,537,554
DEFERRED INFLOWS OF RESOURCES (note B12)	264,391	315,548
TOTAL DEFERRED INFLOWS OF RESOURCES	264,391	315,548
NET POSITION		
Invested in capital assets, net of related debt	223,923,699	204,528,210
Restricted - capital projects	95,042,303	77,141,949
Restricted - operation, maintenance and administrative reserve	34,328,896	34,989,675
Restricted - debt service	88,644,947	84,297,953
Unrestricted	21,987,830	15,131,543
TOTAL NET POSITION	\$ 463,927,675	\$ 416,089,330

The accompanying notes are an integral part of these general-purpose financial statements.

Tampa-Hillsborough County Expressway Authority

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION

For the year ended June 30,

	2020	2019
Toll revenues	\$ 87,896,561	\$ 82,090,142
Operating expenses		
Operations	6,551,139	5,742,436
Maintenance	4,164,056	3,952,973
Renewal and replacement	2,906,311	2,097,044
Depreciation	1,130,959	1,162,625
Other expenses	555,116	544,531
Total operating expenses	15,307,581	13,499,609
General and administrative expenses		
Payroll expense	4,908,246	3,844,555
Outside services	1,167,804	1,119,842
Occupancy and office expense	599,898	612,560
Total general and administrative expenses	6,675,948	5,576,957
Total expenses	21,983,529	19,076,566
Income from operations	65,913,032	63,013,576
Non-operating revenues (expenses)		
Investment income	5,369,239	8,102,890
Net increase (decrease) in the fair value of investments	1,658,149	1,445,702
Miscellaneous revenue	884,257	889,329
(Loss) gain on sale of asset	(93,351)	2,543,609
Interest expense	(27,702,160)	(27,775,618)
Total non-operating expenses	(19,883,866)	(14,794,088)
Income before capital grants	46,029,166	48,219,488
Capital grants	1,809,179	2,289,961
Increase in net position	47,838,345	50,509,449
Net position at beginning of year	416,089,330	365,579,881
Net position at end of year	\$ 463,927,675	\$ 416,089,330

The accompanying notes are an integral part of these general-purpose financial statements.

STATEMENTS OF CASH FLOWS

For the year ended June 30,

	2020	2019
Operating activities		
Receipts from customers	\$ 90,975,231	\$ 88,122,008
Payments to suppliers	(12,831,703)	(13,203,230)
Payments to employees	(5,818,711)	(4,137,157)
Net cash from operating activities	72,324,817	70,781,621
Non-capital financing activities		
Miscellaneous non-operating revenue	884,257	889,329
Capital and related financing activities		
Acquisition and construction of capital assets	(112,320,714)	(78,791,872)
Repayment of governmental advances	(1,605)	(15,710)
Interest paid on revenue bonds	(28,228,746)	(28,504,285)
Principal payments on bonds payable	(13,185,000)	(6,790,000)
Cash proceeds from grant	1,992,007	2,949,985
Cash proceeds from sale of asset	-	2,722,840
Net cash from capital and related financing activities	(151,744,058)	(108,429,042)
Investing activities		
Proceeds of investments, net	71,901,274	34,386,666
Interest received on investments	5,704,810	8,002,245
Net cash from investing activities	77,606,084	42,388,911
Net (decrease) increase in cash	(928,900)	5,630,819
Cash and cash equivalents at beginning of year	13,589,890	7,959,071
Cash and cash equivalents at end of year	\$ 12,660,990	\$ 13,589,890
Cash and cash equivalents - unrestricted	\$ 1,680,487	\$ 1,474,717
Cash and cash equivalents - restricted for current liabilities	10,980,503	11,866,248
Cash and cash equivalents at end of year	\$ 12,660,990	\$ 13,340,965

Tampa-Hillsborough County Expressway Authority

STATEMENTS OF CASH FLOWS - CONTINUED

For the year ended June 30,

	<u>2020</u>	<u>2019</u>
Reconciliation of operating income to net cash provided by operating activities		
Income from operations	<u>\$ 65,913,032</u>	<u>\$ 63,013,576</u>
Adjustments to reconcile income from operations to net cash provided by operating activities		
Depreciation	1,130,959	1,162,625
Changes in assets and liabilities		
Accounts receivable - tolls	3,078,670	6,031,866
Other assets	(97,108)	(14,268)
Accounts payable	1,389,249	294,767
Unearned revenue	(450)	450
Pension items	769,493	258,306
Other liabilities	<u>140,972</u>	<u>34,299</u>
Total adjustments	<u>6,411,785</u>	<u>7,768,045</u>
Net cash provided by operating activities	<u><u>\$ 72,324,817</u></u>	<u><u>\$ 70,781,621</u></u>

The accompanying notes are an integral part of these general-purpose financial statements.

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NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS

June 30, 2020 and 2019

NOTE A - ORGANIZATION AND REPORTING ENTITY

Tampa-Hillsborough County Expressway Authority (the "Authority") was created as a body politic, corporate, and an agency of the State of Florida, under Chapter 348, Part IV, Sections 348.50, et seq., Florida Statutes, effective July 1, 1974. It was created for the purposes of and having the power to construct, reconstruct, improve, extend, repair, maintain and operate the expressway system within Hillsborough County, Florida.

The Authority's governing body consists of a board of seven members (the "Board"). Four members are appointed by the Governor of the State of Florida, subject to confirmation by the State Senate. Serving as ex-officio members are: the Mayor of the City of Tampa, Florida (the "City"), or his/her designee; one member of the Board of County Commissioners of Hillsborough County, Florida (the "County"), selected by such board; and, the District Secretary of the Florida Department of Transportation ("FDOT") serving the district that contains the County, currently District Seven.

The Authority has been determined to be an "Independent Special District", as described in Section 189.403, Florida Statutes, and is a "Related Organization" of the State of Florida, which is referred to as the "Primary Government." The State of Florida appoints a voting majority of the board but does not have financial accountability.

The Authority is a stand-alone entity for financial reporting purposes; there are no component units included in the accompanying financial statements, and the Authority is not considered a component unit of another entity.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the Authority's significant accounting policies consistently applied in the preparation of the accompanying general-purpose financial statements follows:

1. Basis of Accounting

The Authority accounts for its activities through use of an enterprise fund. Enterprise funds are used to account for activities similar to those found in the private sector, where the determination of a change in financial position is necessary or useful for sound financial administration (business-type activities). Since the Authority only has business-type activities, it is considered a special-purpose government for financial reporting under Governmental Accounting Standards Board (GASB) No. 34 *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* (GASB 34). Accordingly, the Authority only presents fund financial statements as defined by GASB 34. The Financial Statements are reported using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses when incurred.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

2. Cash and Cash Equivalents

Cash and investments with a maturity of three months or less when purchased are considered cash equivalents.

3. Investments

Investments consist of deposits in investment pools and specific accounts maintained by the Treasurer of the State of Florida and commercial banks.

4. Accounts Receivable

The Selmon Expressway has all electronic tolling. Tolls are collected through the use of either SunPass or Video Toll Collection (VTC). VTC utilizes cameras to record license plate images and a bill for the tolls is sent to the registered owner of the vehicle.

The Authority records accounts receivable at estimated net realizable value. Accordingly, accounts receivable at June 30, 2020 and 2019 are shown net of allowances for doubtful accounts. The Authority has set their allowance for doubtful accounts at approximately \$-0- and \$1,926,000 at June 30, 2020 and 2019, respectively.

5. Debt Service Payments

Debt service payments of principal are recorded at the time funds are disbursed to the paying agent while interest is recorded in the period it relates to. Funds disbursed to the paying agent are no longer under the control of the Authority and cannot be retrieved by the Authority. Principal payments are due on July 1 of each year. Interest payments are due on each January 1 and July 1. In effect, debt service payments of principal will not be recorded until paid, but interest will be recorded and accrued for the amount due on July 1, at the end of the fiscal year.

6. Bond Premiums and Discounts

Bond premiums and discounts are amortized over the life of the related bond issued, which approximates the effective interest method. Bond premiums and discounts are presented as an addition and a reduction, respectively to the bond payable balances.

7. Construction in Progress

Costs associated with the construction of new infrastructure assets or betterments of existing infrastructure assets are recorded as construction in progress. Upon completion of construction or betterment of an asset, the construction in progress account is closed to the infrastructure asset account. Interest costs incurred prior to the end of a construction period are expensed in the period they are incurred.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

8. Property and Equipment

Infrastructure assets, roadways and bridges, are recorded at historical cost, including the costs of right of way, engineering fees, and construction cost. Furniture and equipment, including toll collection equipment, are recorded at historical cost plus the cost of installation for toll collection equipment. The Authority capitalizes asset acquisitions over \$5,000.

9. Depreciation

Depreciation of toll equipment, buildings, toll facilities, and furniture and equipment is computed using the straight-line method over the estimated useful lives of the assets as follows:

Buildings	36 years
Electronic toll collection equipment	5 - 10 years
Furniture and equipment	5 years
Computers and software	3 years

The preservation method of accounting is used for infrastructure assets; roads, bridges and other highway improvements with indefinite lives. It is the policy of the Authority that all necessary actions will be taken to ensure that its infrastructure assets will be maintained, repaired, renewed and, when needed, replaced so as to last indefinitely. Depreciation is not recorded as long as the infrastructure assets are maintained at the level established by the Authority. In the event the infrastructure assets of the expressway system fall below acceptable standards of condition established by the policy, a special "contra asset" account will be established against the capital asset that was determined to be deficient in an amount equal to the cost required to restore the asset to an acceptable standard. The Authority's consulting engineer is required to provide a cost estimate of the amount required to bring the asset up to the established standard. Routine maintenance costs and renewal and replacement costs, since they are needed to preserve the value of existing infrastructure assets, are expensed annually. This treatment is consistent with practices of other similar entities within the toll bridge, turnpike and tunnel industry.

10. Deferred Outflows of Resources

The Deferred Outflows of Resources on refunding of revenue bonds is the difference between the reacquisition price and the net carrying amount of refunded bonds. Deferred outflows of resources were \$24,215,769 and \$26,309,189 at June 30, 2020 and 2019, respectively. The amortization period of deferred refunding losses is the remaining life of the old debt or the life of the new debt, whichever is shorter.

The Deferred Outflows of Resources on the pension liability relates to pre-payments of future pension contributions and other proportionate share changes of the pension liability since the last measurement date. This totaled \$2,022,364 and \$2,198,275 for the years ended June 30, 2020 and 2019, respectively.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - Continued

11. Deferred Inflows of Resources

The Deferred Inflows of Resources on the pension liability relates to differences between expected and actual earnings on pension investments. This totaled \$264,391 and \$315,548 at June 30, 2020 and 2019, respectively.

12. Restricted Funds

When both restricted and unrestricted resources are available for use, it is the Authority's policy to use restricted resources first and then unrestricted resources when they are needed.

13. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of estimates that affect certain reported amounts and disclosures. These estimates are based on management's knowledge and experience. Accordingly, actual results could differ from these estimates.

14. Operating Revenues and Expenses

The Authority's operating revenues and expenses consist of revenues earned and expenses incurred relating to the operations and maintenance of the Expressway System. All other revenues and expenses are reported as non-operating revenues and expenses.

15. Budgets and Budgetary Accounting

The Authority follows the following procedures in establishing budgetary data:

The Authority's operating budget is recommended by the Finance and Budget Committee of the Authority's governing board. The budget is based upon a review of current revenues and expenditures and the projected future funding needs of the Authority for administration, operations, maintenance, and the annual approved work program. The budget is then approved by the Authority's governing board.

The Authority's renewal and replacement and capital improvement projects budget is recommended by the Finance and Budget Committee of the Authority's governing board, based on the first year of the submitted five-year capital projects program.

NOTE C - CASH AND INVESTMENTS

The total carrying amounts of the Authority's cash and investments (unrestricted and restricted) was \$306,976,811 and \$379,050,860 with a fair value of \$308,977,196 and \$380,242,572 at June 30, 2020 and 2019, respectively. Cash consists of deposits with the Florida State Treasurer, local government investment pools and commercial banks at June 30, 2020 and 2019. Investments are reported at fair value in the accompanying financial statements.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE C - CASH AND INVESTMENTS - Continued

Certain cash and investments totaling and carried at \$280,991,639 and \$362,663,238, with a fair value of \$283,182,500 and \$364,103,875 as of June 30, 2020 and 2019, respectively, are restricted as to their use by agreements or bond covenants.

1. Deposits

Deposits are maintained with commercial banks that are organized under the laws of the United States of America or the State of Florida and are insured by the Federal Deposit Insurance Corporation to legal limits. Security for deposits in excess of insured levels is provided by the requirements of the "Florida Security for Public Deposits Act", Chapter 280, Florida Statutes. In accordance with these statutes, qualified public depositories are required to pledge eligible collateral in varying percentages. Any losses to public depositors are covered by applicable deposit insurance, by the sale of pledged securities, and if necessary, by assessments against other qualified public depositories.

As of June 30, 2020 and 2019, approximately \$12,717,000 and \$13,463,000, respectively, was collateralized by the State of Florida collateral pool, which is a multiple financial institution pool with the ability to assess its members for collateral shortfalls if any of its member institutions fail. Required collateral is defined under Chapter 280 of the Florida Statutes, *Security for Public Deposits*.

2. Investments

Section 218.415, Florida Statutes, authorizes the Authority to invest surplus funds in the following:

- a. The Local Government Surplus Funds Trust Fund or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as provided in Florida Statute 163.01.
- b. Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency.
- c. Interest bearing time deposits or savings accounts in qualified public depositories, as defined in Florida Statutes 280.02.
- d. Direct obligations of the U.S. Treasury.

The Authority has invested \$73,427,863 and \$157,405,848 at June 30, 2020 and 2019, respectively, in FLCLASS, a Florida local government investment pool. FLCLASS is measured at amortized cost that approximated fair value. As such, FLCLASS is not required to be categorized within the fair value hierarchy. The dollar weighted average days to maturity of FLCLASS was 54 days at September 30, 2019. FLCLASS is rated AAAM by S&P Global Ratings.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE C - CASH AND INVESTMENTS – Continued

Investments held by the Florida Treasury Investment Pool at June 30, 2020 and 2019 are not registered with the Securities and Exchange Commission. Oversight of the pooled investments with the State Treasury is provided by the Treasury Investment Council per Section 17.575, Florida Statutes. The Florida Treasury Investment Pool was rated by Standard and Poor as AA- and AA- at June 30, 2020 and 2019, respectively. Additionally, the effective duration on the Florida Treasury Investment Pool is 0.43 years and 2.71 years at June 30, 2020 and 2019, respectively.

As of June 30, 2020 and 2019, other than the investments in the Florida Treasury Investment Pool, all of the investments are in the Authority's name.

The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

Money market funds and certificates of deposits; Consist of cash deposits with financial institutions and money market funds. The Authority uses quoted market prices of identical assets on active exchanges, or Level 1 measurements.

Investments: Primarily consist of fixed income funds. The Authority uses quoted market prices of identical assets on active exchanges, or Level 1 measurements.

Pooled Short-Term Investments: Consist of pooled investments with the state which is valued at the quoted market price of the issuer or Level 2 measurements.

The methods described above may produce a fair value calculation that may not be indicative of the net realizable value or reflective of future fair values. Furthermore, while the Authority believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date. The following table set forth by level, within the fair value hierarchy, the Authority's investments at fair value as of June 30, 2020 and 2019:

<u>June 30, 2020</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments				
Short term investments	<u>\$ 125,737,332</u>	<u>\$ 120,728,285</u>	<u>\$ 5,009,047</u>	<u>\$ -</u>
Fixed				
US Government obligations	<u>97,151,011</u>	<u>97,151,011</u>	<u>-</u>	<u>-</u>
Total	<u><u>\$ 222,888,343</u></u>	<u><u>\$ 217,879,296</u></u>	<u><u>\$ 5,009,047</u></u>	<u><u>\$ -</u></u>

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE C - CASH AND INVESTMENTS - Continued

<u>June 30, 2019</u>	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Investments				
Short term investments	\$ 111,037,699	\$ 106,188,980	\$ 4,848,719	\$ -
Fixed				
US Government obligations	98,209,134	98,209,134	-	-
Total	<u>\$ 209,246,833</u>	<u>\$ 204,398,114</u>	<u>\$ 4,848,719</u>	<u>\$ -</u>

3. Concentration of Credit Risk

The following is the percent of any issuer with whom the Authority had invested more than 5% of the Authority's total portfolio as of June 2020 and 2019:

<u>Issuer</u>	<u>2020</u>	<u>2019</u>
US Bank	70.92%	53.67%
FLCLASS	24.78%	42.93%

NOTE D - PROPERTY AND EQUIPMENT AND CONSTRUCTION IN PROGRESS

Changes in property and equipment and construction in progress during the years ended June 30, 2020 and 2019 consist of the following:

	<u>June 30, 2019</u>	<u>Additions</u>	<u>Deletions</u>	<u>June 30, 2020</u>
Assets subject to depreciation				
Buildings and improvements	\$ 10,677,826	\$ -	\$ -	\$ 10,677,826
Furniture and equipment	27,359,772	-	-	27,359,772
Vehicle	56,619	-	-	56,619
	<u>38,094,217</u>	<u>-</u>	<u>-</u>	<u>38,094,217</u>
Less accumulated depreciation	<u>(30,123,692)</u>	<u>(1,130,959)</u>	<u>-</u>	<u>(31,254,651)</u>
	7,970,525	(1,130,959)	-	6,839,566
Assets not subject to depreciation				
Land and infrastructure	<u>730,541,081</u>	<u>213,238</u>	<u>-</u>	<u>730,754,319</u>
Total property and equipment	<u>\$ 738,511,606</u>	<u>\$ (917,721)</u>	<u>\$ -</u>	<u>\$ 737,593,885</u>
Construction in progress	<u>\$ 182,559,003</u>	<u>\$ 112,408,086</u>	<u>\$ (213,238)</u>	<u>\$ 294,753,851</u>

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE D - PROPERTY AND EQUIPMENT AND CONSTRUCTION IN PROGRESS - Continued

	June 30, 2018	Additions	Deletions	June 30, 2019
Assets subject to depreciation				
Buildings and improvements	\$ 10,677,826	\$ -	\$ -	\$ 10,677,826
Furniture and equipment	27,416,790	-	(57,018)	27,359,772
Vehicle	56,619	-	-	56,619
	<u>38,151,235</u>	<u>-</u>	<u>(57,018)</u>	<u>38,094,217</u>
Less accumulated depreciation	<u>(29,018,085)</u>	<u>(1,162,625)</u>	<u>57,018</u>	<u>(30,123,692)</u>
	9,133,150	(1,162,625)	-	7,970,525
Assets not subject to depreciation				
Land and infrastructure	<u>730,720,312</u>	<u>-</u>	<u>(179,231)</u>	<u>730,541,081</u>
Total property and equipment	<u>\$ 739,853,462</u>	<u>\$ (1,162,625)</u>	<u>\$ (179,231)</u>	<u>\$ 738,511,606</u>
Construction in progress	<u>\$ 105,767,571</u>	<u>\$ 76,791,432</u>	<u>\$ -</u>	<u>\$ 182,559,003</u>

NOTE E - LONG-TERM DEBT

Long-term debt consists of revenue bonds payable and amounts due to other governmental entities, as follows:

1. Revenue Bonds Payable

The Authority issued \$334,165,000 in Tampa-Hillsborough County Expressway Authority Refunding Revenue Bonds, Series 2012A and 2012B; \$40,420,000 in Tampa-Hillsborough County Expressway Authority Taxable Revenue Bonds, Series 2012C; and \$70,105,000 in Tampa-Hillsborough County Expressway Authority Taxable Refunding Revenue Bonds, Series 2012D during the year ended June 30, 2013. The funds were used to refund the Series 2002 and Series 2005 bonds; payoff the SIB and TFRTF loans; fund the Authority's portion of the I-4/Selmon Connector project and the AET conversion; and fund reserves for debt service, operations, maintenance and administration and renewal and replacement.

During the year ended June 30, 2018, the Authority issued \$157,780,000 in Tampa-Hillsborough County Expressway Authority Revenue Bonds, Series 2017; \$152,410,000 in Tampa-Hillsborough County Expressway Authority Refunding Revenue Bonds, Series 2017B; and \$36,190,000 in Tampa-Hillsborough County Expressway Authority Revenue Bonds, Series 2017C. The funds were used to refund the series 2012B bonds; fund Selmon-West Extension Project which includes the construction of 2.5 miles of elevated roadway over a portion of the existing Gandy Boulevard in South Tampa; and fund South Selmon Safety Project and Meridian Improvement Project.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE E - LONG-TERM DEBT – Continued

On June 15, 2020, the Authority deposited cash on hand of \$4,549,216 into an irrevocable escrow to advance refund, through an in-substance defeasance, \$4,415,000 of the Series 2012C Tax Revenue Bonds. The remaining balance at June 30, 2020 of \$10,210,000 was transferred to the paying agent July 1, 2020. As a result, the Series 2012C Bonds are considered to be defeased and the escrowed assets and the liability for the bonds have been removed from these financial statements. The Authority achieved a cash flow difference and an economic loss of \$18,731 as a result of the refunding.

Bonds payable as of June 30, are as follows:

	2020	2019
Series 2012A bonds payable		
Serial bonds due from July 1, 2016 through July 1, 2032, bearing interest from 3.00% to 5.00%	\$ 97,850,000	\$ 97,850,000
Term bonds due July 1, 2037, bearing interest at 5.00%	93,035,000	93,035,000
Term bonds due July 1, 2037, bearing interest at 4.00%	1,550,000	1,550,000
	<u>192,435,000</u>	<u>192,435,000</u>
Series 2012C bonds payable		
Serial bonds (taxable) due from July 1, 2015 through July 1, 2021, bearing interest from 1.32% to 3.04%	10,210,000	23,075,000
Series 2012D bonds payable		
Serial bonds (taxable) due from July 1, 2021 through July 1, 2026, bearing interest from 3.04% to 3.84%	70,105,000	70,105,000
Series 2017 bonds payable		
Term bonds due July 1, 2047, bearing interest at 5.00%	157,780,000	157,780,000
Series 2017B bonds payable		
Serial bonds (taxable) due from July 1, 2019 through July 1, 2037, bearing interest from 4.00% to 5.00%	18,605,000	18,925,000
Term bonds due July 1, 2042, bearing interest at 4.00%	133,485,000	133,485,000
	<u>152,090,000</u>	<u>152,410,000</u>
Series 2017C bonds payable		
Term bonds due July 1, 2048, bearing interest at 5.00%	36,190,000	36,190,000
Total bonds payable	618,810,000	631,995,000
Plus unamortized premium	56,928,483	59,435,285
	675,738,483	691,430,285
Less current portion	<u>(10,545,000)</u>	<u>(8,770,000)</u>
Long-term portion	<u>\$ 665,193,483</u>	<u>\$ 682,660,285</u>

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE E - LONG-TERM DEBT - Continued

The Series 2012, Series 2017, Series 2017B and Series 2017C Bonds are secured by a pledge of, and lien on the net system revenues of the expressway system less the cost of operations, maintenance, and administrative expenses. The Master Bond Resolution contains a provision that in the event of default, the bonds are not subject to acceleration, but any holder of such bonds shall be entitled as of right to the appointment of a receiver of the Expressway System in an appropriate judicial proceeding. Debt service requirements to maturity at June 30, 2020 are as follows:

	Principal	Interest	Total
2021	\$ 10,545,000	\$ 27,981,328	\$ 38,526,328
2022	7,595,000	27,540,398	35,135,398
2023	12,380,000	27,302,552	39,682,552
2024	12,785,000	26,900,933	39,685,933
2025	13,230,000	26,457,524	39,687,524
2026 - 2030	74,510,000	123,912,510	198,422,510
2031 - 2035	92,885,000	105,530,250	198,415,250
2036 - 2040	117,700,000	80,717,000	198,417,000
2041 - 2045	144,670,000	53,737,300	198,407,300
2046 - 2049	132,510,000	16,250,500	148,760,500
	<u>\$ 618,810,000</u>	<u>\$ 516,330,295</u>	<u>\$ 1,135,140,295</u>

2. Debt Service Reserve Requirements

The Authority has established three Debt Service Reserve Accounts; the 2012 A/B Reserve Subaccount, the 2012 C/D Reserve Subaccount and the Common Reserve Subaccount. Amounts deposited into the accounts equal the Maximum Annual Debt Service for the Series 2012 Bonds and are pledged solely to secure repayment of the bond issue. The balance of these accounts is as follows at June 30,:

	2020	2019
2012 A/B Reserve	\$ 13,631,996	\$ 13,083,369
2012 C/D Reserve	15,607,706	14,977,488
2017, 2017 B/C Reserve	33,460,308	32,113,105
	<u>\$ 62,700,010</u>	<u>\$ 60,173,962</u>

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE E - LONG-TERM DEBT - Continued

3. Due to Other Governmental Agencies

The Authority is indebted to other governmental entities as follows at June 30,:

	<u>2020</u>	<u>2019</u>
Due to State of Florida - FDOT	\$ 200,074,890	\$200,074,890
Due to State of Florida - FDOT State Transportation Trust Fund	13,758,945	13,758,945
Due to other governments	-	1,605
	<u>213,833,835</u>	<u>213,835,440</u>
Less current portion	-	(1,605)
	<u><u>\$213,833,835</u></u>	<u><u>\$213,833,835</u></u>

The amounts due to State of Florida - FDOT resulted from payments of operations and maintenance costs of the expressway system for the year ended June 30, 2013 and prior which occurred under the Lease Purchase Agreement (LPA) with FDOT from November 18, 1997 - December 20, 2012. The LPA was terminated on December 20, 2012. The Authority agreed to pay FDOT in twenty annual installments beginning July 1, 2025.

The amount due State of Florida - FDOT - State Transportation Trust Fund resulted from advances made to the Authority for the purposes under Section 339.08(2)(g), Florida Statutes, as interim financing for future projects. The amount owed at June 30, 2020 and 2019 was \$12,034,945. The Authority has also negotiated a \$1,724,000 interest free loan. These loans are payable in twenty annual installments beginning July 1, 2025.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE E - LONG-TERM DEBT – Continued

The following is long-term debt activity for the years ended June 30, 2020 and 2019:

<u>2020</u>	June 30, 2019	Additions	Deletions	June 30, 2020	Due within one year
Revenue bonds					
Series 2012A	\$ 192,435,000	\$ -	\$ -	\$ 192,435,000	\$ -
Series 2012C	23,075,000	-	(12,865,000)	10,210,000	10,210,000
Series 2012D	70,105,000	-	-	70,105,000	-
Series 2017	157,780,000	-	-	157,780,000	-
Series 2017B	152,410,000	-	(320,000)	152,090,000	335,000
Series 2017C	36,190,000	-	-	36,190,000	-
	<u>631,995,000</u>	<u>-</u>	<u>(13,185,000)</u>	<u>618,810,000</u>	<u>10,545,000</u>
Add unamortized bond premium	59,435,285	-	(2,506,802)	56,928,483	-
Revenue bonds payable - net of premium	<u>691,430,285</u>	<u>-</u>	<u>(15,691,802)</u>	<u>675,738,483</u>	<u>10,545,000</u>
Due to other governments					
FDOT Long Term Debt	200,074,890	-	-	200,074,890	-
State Transportation Trust Fund Loan	13,758,945	-	-	13,758,945	-
Other due to governments	1,605	-	(1,605)	-	-
Total due to other governments	<u>213,835,440</u>	<u>-</u>	<u>(1,605)</u>	<u>213,833,835</u>	<u>-</u>
Total long-term debt	<u>\$ 905,265,725</u>	<u>\$ -</u>	<u>\$ (15,693,407)</u>	<u>\$ 889,572,318</u>	<u>\$ 10,545,000</u>

<u>2019</u>	June 30, 2018	Additions	Deletions	June 30, 2019	Due within one year
Revenue bonds					
Series 2012A	\$ 192,435,000	\$ -	\$ -	\$ 192,435,000	\$ -
Series 2012C	29,865,000	-	(6,790,000)	23,075,000	8,450,000
Series 2012D	70,105,000	-	-	70,105,000	-
Series 2017	157,780,000	-	-	157,780,000	-
Series 2017B	152,410,000	-	-	152,410,000	320,000
Series 2017C	36,190,000	-	-	36,190,000	-
	<u>638,785,000</u>	<u>-</u>	<u>(6,790,000)</u>	<u>631,995,000</u>	<u>8,770,000</u>
Add unamortized bond premium	61,960,820	-	(2,525,535)	59,435,285	-
Revenue bonds payable - net of premium	<u>700,745,820</u>	<u>-</u>	<u>(9,315,535)</u>	<u>691,430,285</u>	<u>8,770,000</u>
Due to other governments					
FDOT Long Term Debt	200,074,890	-	-	200,074,890	-
State Transportation Trust Fund Loan	13,758,945	-	-	13,758,945	-
Other due to governments	17,315	-	(15,710)	1,605	1,605
Total due to other governments	<u>213,851,150</u>	<u>-</u>	<u>(15,710)</u>	<u>213,835,440</u>	<u>1,605</u>
Total long-term debt	<u>\$ 914,596,970</u>	<u>\$ -</u>	<u>\$ (9,331,245)</u>	<u>\$ 905,265,725</u>	<u>\$ 8,771,605</u>

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE F - COMPENSATED ABSENCES

It is the Authority's policy to permit employees to accumulate earned, but unused vacation and sick leave, which will be paid to employees as of the statement of net position date, or upon retirement from the Authority. The liability for unpaid compensated absences was \$458,818 and \$412,190 at June 30, 2020 and 2019, respectively.

NOTE G - DEFINED BENEFIT PLANS

State of Florida Retirement System (FRS)

All permanent employees of the Authority participate in the State of Florida Retirement System (the "FRS"), a multiple-employer cost sharing defined benefit retirement plan or defined contribution retirement plan, administered by the Florida Department of Administration, Division of Retirement. As a general rule, membership in the FRS is compulsory for all employees working in a regular established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Employees are classified in either the regular service class or the senior management service class ("SMSC"). The senior management service class is for members who fill the senior level management positions.

Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida Legislature.

Employees may participate in the Public Employee Optional Retirement Program (the "Investment Plan"), a defined contribution retirement program, in lieu of participation in the defined benefit retirement plan ("Pension Plan"). If the Investment Plan is elected, active membership in the defined benefit retirement plan is terminated. Eligible members of the Investment Plan are vested at one year of service and receive a contribution for self-direction in an investment product with a third-party administrator selected by the State Board of Administration. The contribution rates for the years ended June 30, 2020 and 2019 were 8.47% and 8.26%, respectively, for regular class and 25.41% and 24.06% for senior management class, respectively.

For employees in the Pension Plan, benefits are computed on the basis of age, average final compensation and service credit. Regular class and senior management class employees who were enrolled in the FRS prior to July 1, 2011 and retire at or after age 62 with at least six years of credited service or 30 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, based on their final average compensation of their five highest fiscal years of pay for each year of credited service.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE G - DEFINED BENEFIT PLANS - Continued

Employees enrolled on or after July 1, 2011 and who retire at or after age 65 with at least eight years of credited service, or 33 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, as explained above, based on their eight highest fiscal years of pay. Using their date of enrollment as a basis, vested employees with less than the minimum years of service may retire before the minimum age and receive reduced retirement benefits.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program ("DROP"). This program allows eligible employees to defer receipt of monthly retirement benefit payments while continuing employment with a Florida Retirement System employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Starting on July 1, 2011, Chapter 2011-68 of the Laws of Florida required members of the FRS not enrolled in DROP to contribute 3% of their salary to their retirement. Governmental employers are required to make contributions to the FRS based on statewide contribution rates. For the year ended June 30, 2020, the contribution rate applied to regular employee salaries was 8.47%, including 1.66% for a post-retirement health insurance subsidy ("HIS"). For the year ended June 30, 2019, the contribution rate was 8.26%, which included 1.66% for HIS. The fiscal year 2020 contribution rate applied to senior management salaries was 25.41%, including 1.66% HIS. For the year ended June 30, 2019 the contribution rate was 24.06%, which included 1.66% for HIS. For the year ended June 30, 2020 the contribution rate applied to the salaries of the employees in DROP was 14.60%, including 1.66% for HIS. For the year ended June 30, 2019 contribution rate was 14.03%, which included 1.66% for HIS. The total contributions for employees covered by the Pension Plan for the years ended June 30, 2020 and 2019 was \$320,621 and \$311,206, respectively.

The Authority also participates in a Deferred Compensation plan (the "Plan") for public employees of the State of Florida, under Section 457 of the Internal Revenue Code, covering substantially all of its employees. The Authority's contributions to the Plan are based upon the employee's salaries. Contributions of \$77,841 and \$76,422 were made to the Plan for the year ended June 30, 2020 and 2019, respectively.

Health Insurance Subsidy (HIS) Program

The Retiree Health Insurance Subsidy (HIS) Program is a cost-sharing, multiple-employer defined benefit pension plan established and administrated in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retiree of the state-administrated retirement systems in paying their health insurance costs. For the fiscal year ended June 30, 2014, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by \$5. The minimum payment is \$30 and the maximum payment is \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE G - DEFINED BENEFIT PLANS – Continued

Net Pension Liability

The component of the collective net pension liability of the Authority as of June 30, 2020 and 2019 is shown below:

	<u>FRS</u>	<u>HIS</u>	<u>Total</u>
June 30, 2020	<u>\$ 3,456,450</u>	<u>\$ 856,067</u>	<u>\$ 4,312,517</u>
June 30, 2019	<u>\$ 2,896,720</u>	<u>\$ 771,059</u>	<u>\$ 3,667,779</u>

The total pension liability for each plan was determined by the plans' actuary and reported in the plans' valuations dated July 1, 2019 and July 1, 2018 for the net pension liability as of June 30, 2020 and 2019, respectively.

Actuarial Methods and Assumptions

Actuarial assumptions for both cost-sharing defined benefit plans are reviewed annually by the Florida Retirement System Actuarial Assumptions Conference. The FRS Pension Plan has a valuation performed annually. The HIS program has a valuation performed biennially that is updated for GASB reporting in the year a valuation is not performed. The most recent experience study for the FRS Pension Plan was completed as of June 30, 2018. Because the HIS Program is funded on a pay-as-you-go basis, no experience study has been completed for this program. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

The total pension liability for each cost-sharing defined plan was determined using the individual entry age actuarial cost method. Inflation increases for both plans is assumed at 2.60% for each of the years ended June 30, 2020 and 2019. Payroll growth, including inflation, for both plans is assumed at 3.25% for each of the years ended June 30, 2020 and 2019. Both the discount rate and the long-term expected rate of return used for FRS Pension Plan investments is 6.90% and 7.00% at June 30, 2020 and 2019, respectively. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS Program uses the pay-as-you-go funding structure, a municipal bond rate of 3.50% and 3.87% was used to determine the total pension liability for the program (Bond Buyer General Obligation 20-Bond Municipal Bond Index) at June 30, 2020 and 2019, respectively. Mortality assumptions for both plans were based on the Generational RP-2000 with Projection Scale BB tables.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE G - DEFINED BENEFIT PLANS – Continued

The following changes in actuarial assumptions occurred during the year ended June 30, 2020:

- FRS: The long-term expected rate of return was decreased from 7.00% to 6.90% and the active mortality assumption was updated.
- HIS: The municipal rate used to determine total pension liability was decreased from 3.87% to 3.50%.

The following changes in actuarial assumptions occurred during the year ended June 30, 2019:

- FRS: The long-term expected rate of return was decreased from 7.10% to 7.00% and the active mortality assumption was updated.
- HIS: The municipal rate used to determine total pension liability was increased from 3.58% to 3.87%.

The long-term expected rate of return, net of investment expense on pension plan investments was 6.90% and 7.00% at June 30, 2020 and 2019, respectively. This rate was determined using a forward-looking capital market economic model. The table below shows the assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The expected rate of return is presented in arithmetic and geometric means.

June 30, 2020			
Asset Class	Target Allocation	Annual Arithmetic Return	Compounded Annual (Geometric) Return
Cash	1%	3.3%	3.3%
Fixed income	18%	4.1%	4.1%
Global Equity	54%	8.0%	6.8%
Real estate (property)	10%	6.7%	6.1%
Private equity	11%	11.2%	8.4%
Strategic investments	6%	5.9%	5.7%

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE G - DEFINED BENEFIT PLANS - Continued

June 30, 2019			
Asset Class	Target Allocation	Annual Arithmetic Return	Compounded Annual (Geometric) Return
Cash	1%	2.9%	2.9%
Fixed income	18%	4.4%	4.3%
Global Equity	54%	7.6%	6.3%
Real estate (property)	11%	6.6%	6.0%
Private equity	10%	10.7%	7.8%
Strategic investments	6%	6.0%	5.7%

Sensitivity Analysis

The following tables demonstrate the sensitivity of the net pension liability to changes in the discount rate. The sensitivity analysis shows the impact to the collective net pension liability of the Authority if the discount rate was 1.00% higher or 1.00% lower than the current discounted rate at June 30, 2020 and 2019.

FRS Net Pension Liability - June 30, 2020		
1% Decrease	Current Discount / Rate of Return	1% Increase
5.90%	6.90%	7.90%
\$5,975,051	\$3,456,450	\$1,352,992

HIS Net Pension Liability - June 30, 2020		
1% Decrease	Current Discount / Rate of Return	1% Increase
2.50%	3.50%	4.50%
\$977,244	\$856,067	\$755,140

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE G - DEFINED BENEFIT PLANS - Continued

FRS Net Pension Liability - June 30, 2019		
1% Decrease	Current Discount / Rate of Return	1% Increase
6.00%	7.00%	8.00%
\$5,286,636	\$2,896,720	\$911,754
HIS Net Pension Liability - June 30, 2019		
1% Decrease	Current Discount / Rate of Return	1% Increase
2.87%	3.87%	4.87%
\$878,192	\$771,059	\$681,759

Pension Expense and Deferred Outflows/ Inflows of Resources

In accordance with GASB 68, paragraph 54 and 71, changes in the net pension liability are recognized in pension expense in the current measurement period, except as indicated below. For each of the following, a portion is recognized in pension expense in the current measurement period, and the balance is amortized as deferred outflows or deferred inflows of resources using a systematic and rational method over a closed period, as defined below:

- Differences between expected and actual experience with regard to economic and demographic factors - amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Changes of assumptions or other inputs - amortized over the average expected remaining service life of all employees that are provided with pensions through the pension plan (active and inactive employees).
- Differences between expected and actual earnings on pension plan investments are amortized over five years.

The average expected remaining service life of all employees provided with pensions through the pension plans at June 30, 2019 was 6.4 years for FRS and 7.2 for HIS and 6.4 for FRS and 7.2 for HIS at June 30, 2018.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE G - DEFINED BENEFIT PLANS - Continued

The Authority's proportion of the FRS was 0.0100 percent at June 30, 2020, which was an increase of 0.0004 from its proportion measured as of June 30, 2019. At 2020, the Authority's proportion of the HIS was 0.0077 percent, which was an increase of 0.0004 from its proportion measured as of June 30, 2019.

The Authority recognized pension expense of approximately \$1,134,700, \$612,000 and \$812,000, for the years ended June 30, 2020, 2019 and 2018, respectively.

At June 30, 2020 and 2019, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

2020

Deferred Inflows / Outflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 215,410	\$ (3,193)
Changes of assumptions	986,889	(69,968)
Net difference between projected and actual earnings on pension plan investments	552	(191,230)
Changes in proportion and differences between Tampa-Hillsborough County Expressway Authority's contributions and proportionate share of contributions	454,313	-
Tampa-Hillsborough County Expressway Authority's contributions subsequent to the measurement date	365,200	-
Total	<u>\$ 2,022,364</u>	<u>\$ (264,391)</u>

2019

Deferred Inflows / Outflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 257,201	\$ (10,218)
Changes of assumptions	1,032,259	(81,523)
Net difference between projected and actual earnings on pension plan investments	465	(223,807)
Changes in proportion and differences between Tampa-Hillsborough County Expressway Authority's contributions and proportionate share of contributions	554,659	-
Tampa-Hillsborough County Expressway Authority's contributions subsequent to the measurement date	353,691	-
Total	<u>\$ 2,198,275</u>	<u>\$ (315,548)</u>

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE G - DEFINED BENEFIT PLANS – Continued

The \$365,200 and \$353,691 reported as deferred outflows of resources related to pensions resulting from the Authority's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the plan years ended June 30, 2020 and 2019, respectively.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Measurement Period Ending June 30:	
2021	\$ 509,869
2022	169,764
2023	362,322
2024	252,573
2025	69,611
Thereafter	28,634
	<u>\$ 1,392,773</u>

Additional Financial and Actuarial Information

Additional audited financial information supporting the Schedules of Employer Allocations and the Schedule of Pensions Amounts by Employer is located in the Florida CAFR and in the Florida Retirement System Pension Plan and Other State-Administered Systems CAFR for the fiscal year ended June 30, 2019. The system's CAFR and the actuarial valuation reports referenced herein are available online at:

http://www.dms.myflorida.com/workforce_operations/retirement/publications

The system's CAFR and actuarial reports may also be obtained by contacting the Division of Retirement at:

Department of Management Services
Division of Retirement
Bureau of Research and Member Communications
P.O. Box 9000
Tallahassee, Florida 32315-900
850-488-4706 or toll free at 877-377-1737

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE H - EMPLOYEE SEVERANCE

The Authority's personnel policies and procedures manual provide unclassified managerial, administrative and unclassified executive management positions a severance benefit upon termination without cause. The number of months of severance pay ranges from three to twelve.

NOTE I - CONTRACTUAL OBLIGATIONS

Consulting Contracts

The Authority has entered into contracts with consultants for design, engineering, technology, construction and other services. The committed, but unspent balances of these contracts were \$45,208,813 and \$132,518,363 at June 30, 2020 and 2019, respectively.

NOTE J - CURRENT LEASE AGREEMENT WITH TENANT

The Authority leases certain office space and property to tenants which expire in various years through 2034.

The approximate future minimum rentals, including renewal options, to be received under these non-cancelable operating leases are as follows:

<u>Year ending June 30:</u>	
2021	\$ 582,348
2022	132,074
2023	126,873
2024	95,901
2025	32,213
Thereafter	<u>496,866</u>
	<u>\$ 1,466,275</u>

NOTE K - RISK MANAGEMENT

The Authority is exposed to various risk of loss related to torts; theft of, damage to, and destruction of assets; errors and omission; injuries to employees; and mutual disasters for which the Authority purchased commercial insurance.

NOTES TO GENERAL PURPOSE FINANCIAL STATEMENTS - CONTINUED

June 30, 2020 and 2019

NOTE L - SUBSEQUENT EVENTS

The Authority has evaluated events and transactions occurring subsequent to June 30, 2020 as of January 25, 2021 which is the date the financial statements were available to be issued.

On September 10, 2020, the Expressway Authority issued the \$222,300,000 Tampa-Hillsborough County Expressway Authority Revenue Bonds Series 2020 consisting of \$202,210,000 in refunding bonds for the 2012 A bonds and \$20,090,000 to fund the Authority's Six-Year Work Program as defined in the fourth supplemental revenue bond resolution.

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SUPPLEMENTARY INFORMATION

TREND DATA ON INFRASTRUCTURE CONDITION

June 30, 2020

The Authority has elected to use the Modified Approach to account for maintenance of its infrastructure assets. The Florida Department of Transportation (the "FDOT") annually inspects the Authority's roadways. The FDOT utilizes the Maintenance Rating Program ("MRP") to assess the condition of the Expressway System. Copies of the MRP manual may be obtained from the State Maintenance Office, 605 Suwannee Street, Mail Station 52, Tallahassee, FL 32399-0450. The MRP manual provides a uniform evaluation system for maintenance features of the State Highway System. The roadways are rated on a 100-point scale, with 100 meaning that every aspect of the roadway is in new and perfect condition. The Authority's system as a whole is given an overall rating, indicating the average condition of all roadways operated by the Authority. The assessment of condition is made by visual and mechanical tests designed to reveal any condition that would reduce highway-user benefits below the maximum level of service. The Authority's policy is to maintain the roadway condition at a MRP rating of 90 or better.

The results of the last three inspections are as follows:

<u>Evaluation Period</u> <u>Fiscal Year</u>	<u>Rating</u>
2020	96%
2019	94%
2018	94%

The budget-to-actual expenditures for road maintenance for the past five years are as follows:

<u>Fiscal Year</u>	<u>Budget</u>	<u>Actual</u>
2020	\$ 4,687,500	\$ 4,164,056
2019	\$ 4,458,663	\$ 3,952,973
2018	\$ 3,702,474	\$ 2,749,123
2017	\$ 3,335,147	\$ 2,939,194
2016	\$ 3,133,436	\$ 2,925,092

Tampa-Hillsborough County Expressway Authority

**SCHEDULE OF TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY'S
PROPORTIONATE SHARE OF NET PENSION LIABILITY FOR THE FLORIDA RETIREMENT
SYSTEM AND HEALTH INSURANCE SUBSIDY PROGRAM**

Florida Retirement System (FRS) Defined Benefit Pension Plan

Authority Year Ending June 30,	Plan Sponsor Measurement Date June 30,	Authority's Proportion of the FRS Net Pension Liability	Authority's Proportionate Share of the FRS Net Pension Liability	Authority's Covered Employee Payroll	Authority's proportionate share of the Net Pension Liability as a Percentage of Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2020	2019	0.010036555%	\$ 3,456,450	\$ 2,690,542	128.47%	82.61%
2019	2018	0.009617100%	\$ 2,896,720	\$ 2,558,813	113.21%	84.26%
2018	2017	0.009267292%	\$ 2,741,202	\$ 2,410,007	113.74%	83.89%
2017	2016	0.007995643%	\$ 2,018,906	\$ 2,173,184	92.90%	84.88%
2016	2015	0.007360228%	\$ 950,672	\$ 1,833,148	51.86%	92.00%
2015	2014	0.006741295%	\$ 411,316	\$ 1,622,163	25.36%	96.09%
2014	2013	0.002944881%	\$ 506,945	\$ 1,569,484	32.30%	88.54%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan

Authority Year Ending June 30,	Plan Sponsor Measurement Date June 30,	Authority's Proportion of the FRS Net Pension Liability	Authority's Proportionate Share of the FRS Net Pension Liability	Authority's Covered Employee Payroll	Authority's proportionate share of the Net Pension Liability as a Percentage of Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2020	2019	0.007650970%	\$ 856,067	\$ 2,690,542	31.82%	2.63%
2019	2018	0.007285065%	\$ 771,059	\$ 2,558,813	30.13%	2.15%
2018	2017	0.006852751%	\$ 732,728	\$ 2,410,007	30.40%	1.64%
2017	2016	0.005799349%	\$ 675,890	\$ 2,173,184	31.10%	0.97%
2016	2015	0.005296215%	\$ 540,131	\$ 1,833,148	29.46%	0.50%
2015	2014	0.005250370%	\$ 491,080	\$ 1,622,163	30.27%	0.99%
2014	2013	0.004991401%	\$ 434,567	\$ 1,569,484	27.69%	1.78%

Tampa-Hillsborough County Expressway Authority

**SCHEDULE OF TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY'S
CONTRIBUTIONS FOR THE FLORIDA RETIREMENT SYSTEM AND
HEALTH INSURANCE SUBSIDY PROGRAM**

Florida Retirement System (FRS) Defined Benefit Pension Plan

Authority Year Ending June 30,	FRS Contractually Required Contribution	FRS Contributions in Relation to the Contractually Required Contribution	FRS Contribution Deficiency (Excess)	Authority's Covered Employee Payroll	FRS Contributions as a Percentage of Covered Payroll
2020	\$ 320,621	\$ 320,621	\$ -	\$ 2,690,542	11.92%
2019	\$ 311,206	\$ 311,206	\$ -	\$ 2,558,813	12.16%
2018	\$ 274,080	\$ 274,080	\$ -	\$ 2,410,007	11.37%
2017	\$ 241,250	\$ 241,250	\$ -	\$ 2,173,184	11.10%
2016	\$ 194,987	\$ 194,987	\$ -	\$ 1,833,148	10.64%
2015	\$ 179,449	\$ 179,449	\$ -	\$ 1,622,163	11.06%
2014	\$ 147,663	\$ 147,663	\$ -	\$ 1,569,484	9.41%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan

Authority Year Ending June 30,	FRS Contractually Required Contribution	FRS Contributions in Relation to the Contractually Required Contribution	FRS Contribution Deficiency (Excess)	Authority's Covered Employee Payroll	FRS Contributions as a Percentage of Covered Payroll
2020	\$ 44,579	\$ 44,579	\$ -	\$ 2,690,542	1.66%
2019	\$ 42,485	\$ 42,485	\$ -	\$ 2,558,813	1.66%
2018	\$ 39,507	\$ 39,507	\$ -	\$ 2,410,007	1.64%
2017	\$ 36,267	\$ 36,267	\$ -	\$ 2,173,184	1.67%
2016	\$ 29,725	\$ 29,725	\$ -	\$ 1,833,148	1.62%
2015	\$ 20,245	\$ 20,245	\$ -	\$ 1,622,163	1.25%
2014	\$ 17,992	\$ 17,992	\$ -	\$ 1,569,484	1.15%

Tampa-Hillsborough County Expressway Authority

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

For the year ended June 30, 2020

Grantor and Project Title	CFDA Number	Contract Number	Pass-Through Entity Identifying Number	Pass-Through To Subrecipients	Expenditures
Federal					
U.S. Department of Transportation					
Direct Program					
Federal Highway Administration					
Highway Research and Development					
Program					
	20.200	DTFH6116H00025	N/A	\$ -	\$ 1,896,066
Total expenditures of federal awards				\$ -	\$ 1,896,066

The accompanying notes are an integral part of this schedule.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

June 30, 2020

NOTE 1 - BASIS OF PRESENTATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") includes the federal awards activity of Tampa-Hillsborough County Expressway Authority under programs of the federal government for the year ended June 30, 2020. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

Federal expenditures reported on the Schedule are reported on the accrual basis of accounting. Federal expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

NOTE 2 - CONTINGENCIES

These federal programs are subject to financial and compliance audits by grantor agencies which, if instances of material noncompliance are found, may result in disallowed expenditures and affect the Authority's continued participation in specific programs. The amounts, if any, of expenditures which may be disallowed by the grantor agencies cannot be determined at this time, although the Authority expects such amounts, if any, to be immaterial.

NOTE 3 - SUBRECIPIENTS

The Authority did not provide federal awards to subrecipients.

NOTE 4 - INDIRECT COST RATE

The Authority did not utilize the de minimus indirect cost rates for reimbursement of grant expenditures for the fiscal year ended June 30, 2020.

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REGULATORY REPORTS

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS

Distinguished Members of the Authority
Tampa-Hillsborough County Expressway Authority

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Tampa-Hillsborough County Expressway Authority (the "Authority") as of and for the year ended June 30, 2020, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated January 25, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Tampa, Florida
January 25, 2021

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE
REQUIRED BY THE UNIFORM GUIDANCE

Distinguished Members of the Authority
Tampa-Hillsborough County Expressway Authority

Report on Compliance for Each Federal Program

We have audited Tampa-Hillsborough County Expressway Authority's (the "Authority") compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on the Tampa-Hillsborough County Expressway Authority's major federal program for the year ended June 30, 2020. Tampa-Hillsborough County Expressway Authority's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts, and grants applicable to its federal program.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Tampa-Hillsborough County Expressway Authority's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Tampa-Hillsborough County Expressway Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major federal program. However, our audit does not provide a legal determination of Tampa-Hillsborough County Expressway Authority's compliance.

Opinion on Each Major Federal Program

In our opinion, Tampa-Hillsborough County Expressway Authority complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended June 30, 2020.

Report on Internal Control Over Compliance

Management of Tampa Hillsborough County Expressway Authority is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Tampa-Hillsborough County Expressway Authority's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Tampa-Hillsborough County Expressway Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Tampa, Florida
January 25, 2021

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

For the year ended June 30, 2020

Section I - Summary of Auditors' Results**Financial Statements**

Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:

Unmodified

Internal control over financial reporting

Material weakness(es) identified?

 yes X no

Significant deficiency(ies) identified?

 yes X none reported

Noncompliance material to financial statements noted?

 yes X no**Federal Awards**

Internal control over major federal awards

Material weakness(es) identified?

 yes X no

Significant deficiency(ies) identified?

 yes X none reported

Type of auditors' report issued on compliance for major federal awards:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

 yes X no

Identification of major federal programs:

CFDA NumberName of Federal Program

20.200

Highway Research and Development Program

Dollar threshold used to distinguish between type A and type B programs
Federal

\$ 750,000

Auditee qualified as low-risk auditee

 X yes no**Section II - Financial Statement Findings**

No matters were reported for the year ended June 30, 2020

Section III - Federal Award Findings and Questioned Costs

No matters were reported for the year ended June 30, 2020

MANAGEMENT LETTER BASED ON RULE 10.554(1)(i) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Distinguished Members of the Authority
Tampa-Hillsborough County Expressway Authority

Report on the Financial Statements

We have audited the financial statements of the Tampa-Hillsborough County Expressway Authority (the “Authority”), as of and for the fiscal year ended June 30, 2020, and have issued our report thereon dated January 25, 2021.

Auditor’s Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and Chapter 10.550, *Rules of the Auditor General*.

Other Reporting Requirements

We have issued our Independent Auditors’ Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*; Independent Auditors’ Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance; Schedule of Findings and Questioned Costs, and Independent Accountant’s Report on Compliance with the Requirements of Section 218.415, Florida Statutes on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General*. Disclosures in those reports and schedule, which are dated December 16, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General*, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no prior year findings nor corrective actions disclosed in the preceding audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General*, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The required information is disclosed in the Notes to General Purpose Financial Statements (see Note A - Organization and Reporting Entity), page 19.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General*, require that we apply appropriate procedures and report the results of our determination as to whether or not the Authority has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the Authority did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General*, we applied financial condition assessment procedures for the Authority. It is management's responsibility to monitor the Authority's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General*, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.d., *Rules of the Auditor General*, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a country, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the country, municipality, or special district, in accordance with Section 218.32(1)(a), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.32(1)(a), Florida Statutes.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General*, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, Members of the Authority's Board of Directors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Tampa, Florida
January 25, 2021

DRAFT 1.21.21

INDEPENDENT ACCOUNTANTS' REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES

INDEPENDENT ACCOUNTANTS' REPORT ON
COMPLIANCE WITH THE REQUIREMENTS OF
SECTION 218.415, FLORIDA STATUTES

Distinguished Members of the Authority
Tampa-Hillsborough County Expressway Authority

We have examined the compliance of Tampa-Hillsborough County Expressway Authority (the "Authority") with the requirements of Section 218.415, Florida Statutes during the year ended June 30, 2020. Management is responsible for the Authority's compliance with those requirements. Our responsibility is to express an opinion on the Authority's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion.

Our examination does not provide a legal determination on the Authority's compliance with specified requirements.

In our opinion, the Authority complied in all material respects, with the aforementioned requirements for the year ended June 30, 2020.

Tampa, Florida
January 25, 2021

Discussion/Action Items

Audit/Finance Committee

IV. C.2.

FY2021 Operating Budget Amendment

Purpose: To provide for funding for unanticipated or unbudgeted operating expenditures for FY2021.

Funding: General Revenue

Action: Request the Board to approve FY 2021 operating amendment.

General Counsel

IV. D.1.

1. Human Resources Policy Updates

V.
Staff Reports

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

VI. A.

Executive Reports

Executive Director – *Joe Waggoner*

1. Contract Renewal & Expiration report

**CONTRACT RENEWAL
and
EXPIRATION REPORT
(> \$50,000)**

Report for the month of: **December 2020**

Project Manager	Consultant	SBE Firm	Description of Services	Contract Effective Date	Expiration Date of Contract Term	Original Term of Contract (Years)	Renewal Options	Bid* / Renew / End
Brian Pickard	HNTB	No	General Engineering Consultant	7/1/2016	6/30/2021	3 years + 2 additional years	No renewal option available	Bid
Rafael Hernandez	Atkins North America, Inc.	No	Misc. Toll Operations	7/1/2016	6/30/2021	3 years + 2 additional years	No renewal option available	Bid
Rafael Hernandez	Milligan Partners	Yes	Misc. Toll Operations	7/1/2016	6/30/2021	3 years + 2 additional years	No renewal option available	Bid

*Services will be competitively bid

VI. B.

General Counsel

Amy Lettelleir, Esq.

VI. C. 1.

Executive Reports

Chairman – *Vincent Cassidy*

Upcoming Meetings

- THEA Board Committees as a Whole -Monday February 08, 2021
- THEA Board Meeting - Monday February 22, 2021



2021 Board Meeting Schedule
815 Channelside Drive, Tampa, FL 33602
Cruise Terminal 3, 2nd Floor
January through June 2021

Month	Meeting	Date	Time
January	Board Committees as a Whole	1/11/2021	Cancelled
	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