



## **Meeting of the Board of Directors**

**February 21, 2022 - 1:30 p.m.**

**THEA Headquarters  
1104 E. Twiggs Street  
First Floor Board Room  
Tampa, FL 33602**

For any person who wishes to address the Board, a sign-up sheet is provided at the Board Room entrance. Presentations are limited to three (3) minutes. When addressing the Board, please state your name and address and speak clearly into the microphone. If distributing 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/ Public Presentations**

### **III. Consent Agenda**

#### **A. Approval of the Minutes from the January 31, 2022, Board of Directors Meeting**

#### **B. Increase in Funding to EXP U.S. Services Inc. Contract CEI services for Twiggs Street Improvements from Nebraska Avenue to Meridian Avenue - \$30,000**

### **IV. Discussion/Action Items**

#### **A. Operations & Maintenance – Bennett Barrow, Chairman – *Brian Pickard, Staff***

##### **1. South Selmon Capacity Enhancement Task Order Request**

**Purpose:** To utilize GEC (HNTB) in assisting staff with developing the Concept Plans in 3D and assist staff in Procuring Design/Build Contractor and procure the CEI Team with focus on 3D design and construction for the South Selmon Capacity Project.

**Funding:** Capital Budget - \$300,000

**Action:** Request the Board to authorize the Executive Director to execute a Task Order with HNTB for developing 3D concept plans and helping to procure a Contractor and CEI with focus on 3D design and construction of the South Selmon Capacity Project Himes to East of Hillsborough River.

## **2. CSX Agreement and Funding**

**Purpose:** To execute an agreement with CSX to pay for Preliminary Engineering Costs, Flagger Costs, and CSX Inspection Services and to fund that agreement.

**Funding:** Capital Project Budgets

**Action:** Request the Board to authorize payment to CSX in an amount not to exceed \$385,000 for the CSX Preliminary, Flagger, and Inspection Costs related to the East Selmon Slip Ramp Project near the 22<sup>nd</sup> Street ramp.

## **B. Finance & Budget – *Jeff Seward, Staff***

### **1. Budget Amendment**

**Purpose:** To provide \$543,000 of funding for unanticipated/unbudgeted operating expenditures for FY2022.

**Funding:** General Revenue

**Action:** Approve FY2022 operating budget amendment.

## **V. Staff Reports**

**A.** Finance Update – *Jeff Seward*

**B.** Operations & Maintenance – *Brian Pickard*

**C.** Toll Operations – *Emma Antolinez*

**D.** Communications – *Sue Chrzan*

## **VI. Executive Reports**

A. Executive Director – *Greg Slater*

### **1. Contract Renewal Report**

B. General Counsel – *Amy Lettelleir*

C. Chairman – *Vincent Cassidy*

### **1. Upcoming Meetings**

- Board Workshop – March 14, 2022
- Board Meeting – March 28, 2022

## **VII. Old Business**

## **IX. New Business**

## **X. Adjournment**

Item III. A.

Approval of the Minutes from the January 31,  
2022, Board of Directors Meeting

Tampa-Hillsborough County Expressway Authority  
Minutes of January 31, 2022, Executive Recruitment Committee  
THEA Headquarters  
1104 E. Twiggs Street, 33601

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The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on January 31, 2022, at THEA Headquarters, 1104 E. Twiggs Street in Tampa, Florida. The following were present:

**BOARD:**

Bennett Barrow, Vice Chairman  
Daniel Alvarez, Secretary  
John Weatherford, Member

FDOT D-7 Secretary David Gwynn  
Mayor Jane Castor

**STAFF:**

Joe Waggoner  
Amy Lettelleir  
Sue Chrzan  
Jeff Seward  
Brian Pickard  
Bob Frey  
Emma Antolinez  
Charlene Ponce  
Chaketa Mister  
Judith Villegas

Shari Callahan  
Brian Ramirez  
Julie Aure  
Debbie Northington  
Krystina Steffen  
Max Artman  
Elizabeth Gray  
Anna Quinones  
Sally Fisher  
Frederick Pekala

**OTHERS:**

Greg Slater, Incoming Executive Director  
Ana Cruz, Ballard Partners  
Marty Stone  
Claybra Selmon  
Chuck Chrzan  
Don Skelton, Lochner  
Steve Reich, TPC  
Rick Patterson, Raymond James  
Matthew Snasbury, RBC  
Alex Bugallo, RBC  
Brent Wilder, PFM  
BJ Lamb  
Christopher Santiago  
Jeremiah Scott  
Ann Waggoner  
Al Stewart, HNTB  
Todd Josko, Ballard  
Jeff Lucas, CFD  
David Hubbard, HNTB  
Chritina Kight, WSP

Sisinnio Concas, CUTR  
Tom Knuckey, Atkins  
James VanSteenburg, HDR  
Jansel Sexto, HDR  
Joseph Stanton, NMRS  
Julie Davis, RGCO  
Sam Lazzara, RGCO  
Jon Stein, RGCO  
Lisa Lumbard, CFX  
Glenn Pressimore, CFX  
Michelle Maikish, CFX  
Laura Kelley, CFX  
Nicole Villegas, Atkins  
John Generalli, Wells Fargo  
Sally Dee, Playbook  
Stefanie McQueen, HDR  
Tom Delaney, Atkins

**I. Call to Order, Pledge of Allegiance, and Invocation**

Vice Chairman Barrow called the meeting to order at 1:30 pm, followed by the pledge and invocation by Mr. Waggoner.

**II. Public Input/ Public Presentations**

Mr. Waggoner presented a certificate of appreciation to Mr. Jeff Lucas for his service as THEA's representative on the TPO CAC and thanked him for his service.

**III. Consent Agenda**

Vice Chairman Barrow continued with the Consent Agenda and approvals.

**A.** Approval of the Minutes from the December 3, 2021, Executive Director Recruitment Committee and the December 13, 2021, Board of Directors Meeting

**B.** Video Wall Replacement Support

*The Vice-Chairman asked for a motion to approve the consent items. Daniel Alvarez moved approval, seconded by John Weatherford.*

*With no further discussion, the motion carried unanimously.*

**IV. Discussion/Action Items**

**A. Planning & Innovation – John Weatherford, Chairman**

Mr. Bob Frey, Director of Planning and Innovation, introduced Dr. Sisinnio Concas, Center for Urban Transportation Research (CUTR), who gave a report on a study conducted by CUTR on the Economic Contribution of THEA to Hillsborough County's Economy. The objective of the study was to estimate the economic contribution of THEA's operations; the economic impact of capital infrastructure, operations and maintenance; the impact on local business growth; urban mobility benefits; and impact on land use.

In summary, he noted THEA's Economic Impact has resulted in:

- \$1.6 billion in GDP
- 15,000 jobs in high-impact industry sectors
- \$1.8 billion in travel benefits annually
- \$86 million in sales and other business taxes
- \$2.5 billion in increased property values
- \$48 million in added property tax revenue

Mr. Waggoner thanked Dr. Concas for the analysis, noting that this quantitative assessment speaks to what he calls the “Corridor of Property”, and the facility adds to the quality of life in Tampa Bay. Board member Daniel Alvarez commented that THEA should be proud, noting that this is a shining example of the impact a properly managed system contributes to the community.

#### **1. Operations & Maintenance – Bennett Barrow, Chairman**

Mr. Brian Pickard presented the shortlist recommendations for Intelligent Transportation Systems (ITS) Fiber Data Collection and Characterization on the entire system. He requested the board approve the shortlisted firms and allow staff to move forward to the next phase of procurement.

Submittals were from:

Firms
Precision Contracting Services
TransCore

*The Vice-Chairman asked for a motion to approve the recommendation of the Evaluation Committee’s shortlist. Daniel Alvarez moved approval, seconded by John Weatherford.*

Board Member John Weatherford asked if only two firms submitted. Mr. Pickard replied in the affirmative.

*With no further discussion, the motion carried unanimously.*

Mr. Pickard then presented the Evaluation Committee's highest ranked firms for the Janitorial Services Contract, which was delayed until the completion of the TMC remodel. He requested the board approve the ranking, as well as authorize and direct staff to negotiate and execute a contract with the highest ranked firm. If negotiations are unsuccessful, staff will negotiate with the next highest ranked firm. The contract is subject to review and approval of THEA General Counsel.

The rankings are as follows:

Rank	Firms	Total Score
1	Millennium Floor Care	265
2	36T Cleaning	263
3	High Sources	262

*The Vice-Chairman asked for a motion to approve. John Weatherford moved approval, seconded by Mayor Castor. The motion carried unanimously.*

Mr. Pickard provided an overview of the South Selmon Capacity Enhancement Project budget and timeline. Mr. Seward discussed cash flow estimates for the South Selmon Capacity project and the Whiting Street project, which are being done in the same timeframe. As of right now, THEA is looking at a combination of cash and future bonding. Based on models and projections, THEA is looking at going to the market in FY2025. He emphasized that this is not a static timeframe. Discussions will continue as the needs of the project evolve.

Lastly, Mr. Pickard presented a task order request for HNTB to assist staff with developing the concept plans, Request for Proposals, and procurement of the Design/Build Contractor and CEI Team for the South Selmon Capacity Project from Himes Bridge to East of Hillsborough River. He noted that the funding of \$897,000 would come from the Capital Budget, and requested the Board authorize the Executive Director to execute the task order.

***The Vice-Chairman asked for a motion to approve. Daniel Alvarez moved approval, seconded by John Weatherford.***

Mayor Castor asked whether, in the current market, it would be more advantageous to do the bonding if the rates remain low and the cash on the other end. Mr. Seward noted THEA is exploring all options.

Mr. Alvarez asked if this project will result in six lanes – three each way. Mr. Pickard responded in the affirmative.

***With no further discussion, the motion carried unanimously.***

## **B. Finance & Budget – Commissioner Hagan, Chair**

Mr. Seward introduced the staff of Rivero, Gordimer & Company to give a presentation on the results of the annual audit of THEA. The team reported that the Audit was performed in accordance with GAAS. The financial statements are free of material misstatement, and no material weaknesses were noted.

The team also reviewed THEA assets, liabilities and net position, and statement of revenue and expenses.

Mr. Weatherford asked about the balance sheet and account receivables and how much it increased.

It was noted that, overall, accounts receivable declined, but cash and investments went up.

Mr. Weatherford mentioned the income statement noting that it looks like its trending down. He asked about what 2018 and 2017 looked like and what the overall trend is. The team was not prepared to discuss the overall trend at this time.

Mr. Seward added that staff recommends acceptance of the financials.

***The Vice-Chairman asked for a motion to approve. Mayor Castor moved approval, seconded by Daniel Alvarez.***

***With no further discussion, the motion carried unanimously.***

**C. General Counsel – Amy Lettelleir, Esquire**

Ms. Lettelleir presented an interlocal agreement between the Tampa-Hillsborough County Expressway Authority (THEA) and the Hillsborough County Tax Collector (HCTC). The agreement is a customer service improvement. It will allow customers to pay THEA Tolls to the Hillsborough County Tax Collector for the release of registration holds, as well as providing the procedures for remittance and reporting between parties.

She requested that the Board authorize THEA's Chairman to execute the interlocal agreement.

***The Vice-Chairman asked for a motion to approve authorizing the Chairman to execute the interlocal agreement. Daniel Alvarez moved approval, seconded by John Weatherford.***

***With no further discussion, the motion carried unanimously.***

**V. Staff Reports**

**A. Planning & Innovation**

Mr. Bob Frey provided an update on the current PD&E project schedules. South Selmon – PD&E complete and Design/Build procurement to begin in May 2022.

Whiting Street – Public hearing is February 22, with board approval in May. Design/Build procurement to begin in July 2023.

Nebraska Avenue – Alternatives Public meeting set for April, a public hearing is planned for June, with board approval in October. Design/Build procurement planned for July 2023.

East Selmon – Alternatives Public meeting set for April, a public hearing is planned for December, with board approval in March 2023. Design/Build procurement planned for July 2026 for Phase 2, July 2027 for Phase 3, and July 2030 for Phase 1.

## **B. Operations & Maintenance**

Mr. Brian Pickard provided a project status update, noting that the REL Pier Lighting Project is expected to be complete in March, Miscellaneous Paving (FY2022) and the Twiggs-Meridian to Nebraska project will be complete in February.

The timelines for projects under design are as follows:

- Wrong Way Driving – Due July 1
- CSX Track Removal – Due July 1
- Pavement Analysis East Selmon – Due July 1
- Generator Replacement – Under Review
- Fiber to DMS Signs – Due April 1

## **C. Finance**

Mr. Jeff Seward reported on the FY2021 year-end revenue and expenditures, noting that we ended the year 12.23% higher revenue than anticipated. On the expenditure side, the amended budget was \$20,161,720 and our actual was \$19,727,964.

For FY2022, as of November 20, 2021, revenues are tracking higher than estimated, and expenditures are tracking as expected. He noted that there are some line items that will be added to the budget. These items will be presented in February in a budget amendment for FY2022.

The FY2022 budget to actual revenue comparison through November 30, 2021, shows actual revenue 9.9% above the adopted budget forecast. He added that THEA did experience a slight impact from Omicron; however, our Traffic and Revenue consultants do not see a need to tweak our forecasts, as we are quickly rebounding.

Finally, he presented the unofficial revenue estimate through December 31, 2021, which is currently tracking 11.13% above forecast.

## **D. Toll Operations**

Ms. Antolinez gave an update on toll transaction counts for December 2021 (FY2022) compared to FY2019, as well as totals for the month. She noted that we closed December up 6% from 2019. When the extension is included, we are up 17%, and are averaging 11% YTD.

She reported a 12.9% increase in total accounts year to year and a 14.5% increase in toll transactions year to year. The average daily traffic comparisons for December 2021 are also up with a 12% increase in the West Group and a 2.8% increase in the East Group + REL.

Ms. Antolinez reviewed the traffic counts for Selmon West Extension, reporting on the estimated counts versus the actual, which are exceeding expectations.

#### **E. Communications**

Ms. Chrzan showed a video – A Year in Review – 2021, to highlight THEA’s accomplishments over the past year.

### **VI. Executive Reports**

#### **A. General Counsel – Amy Lettelleir**

Ms. Lettelleir provided a Legislative Update for the 2022 Session thus far.

THEA is not running any legislation this session, however; she is following bills that may be of interest to THEA if passed.

She noted there are several bills regarding Electric Vehicles, none of which are moving right now. FDOT is in the process of developing and implementing a plan to improve EV charging infrastructure.

Legislation has been filed in the House and Senate to provide for a vehicle registration card in lieu of or in addition to the certificate currently utilized.

She also mentioned bills regarding the substitution of work experience for post-secondary educational requirements that have moved through both the House and the Senate. These changes will allow many long-time government employees to qualify for positions that would advance their career.

She also reported that THEA sent a letter of support regarding Senate Bill 914 that would add language to prohibit individuals who have registration stops from replacing their license plate until the toll violations are paid.

Finally, Ms. Lettelleir noted that Senator Harrell filed a bill to create an Advanced Air Mobility Study Task Force to assess and develop a plan for VTOL aircraft – VTOL is aircraft capable of taking off and landing vertically without use of a runway.

#### **B. Executive Director – Joe Waggoner**

Mr. Waggoner gave a report on the close-out of the Trias Construction contract for the renovation of the Transportation Management Center (TMC), noting that the project was completed within the approved contract amount.

He then took a moment to introduce the new Executive Director, Greg Slater. He thanked the Board for taking their time to fill the position. He is the right person for the job at the right time.

**C. Chairman** – *Bennett Barrow, Vice-Chairman*

**1. Upcoming Meetings**

- Committee Meeting – February 7, 2022  
The Chairman noted that the February 7, 2022, Committee meeting is not needed and, therefore, cancelled.
- Board Meeting – February 21, 2022

**VII. Old Business**

No old business to address.

**VIII. New Business**

No new business to address.

**X. Adjournment**

The meeting adjourned at 2:30 pm.

**APPROVED:** \_\_\_\_\_ **ATTEST:** \_\_\_\_\_  
**Chairman: Vincent J. Cassidy** **Vice-Chair: Bennett Barrow**

**DATED THIS 21<sup>st</sup> DAY OF FEBRUARY 2022.**

Item III. B.

Increase in Funding to EXP U.S. Services Inc.  
Contract CEI services for Twiggs Street  
Improvements from Nebraska Avenue to  
Meridian Avenue

# Anticipated Pay Out Schedule

Original Fee	\$ 385,197.67
Amendment No. 1	\$ 38,500.00
Revised Fee	\$ 423,697.67
Invoice No. 108995 - Total Billed to Date is: <i>(Invoiced through Dec. 31, 2021)</i>	\$ 391,889.90
Remaining CEI Budget as of 12-31-21	\$ 31,807.77

Contractor's Remaining Work based on CPM Schedule

January 2022 Work:

Continue working on Twigss and Nebraska Signalization Work, S.W. Corner NOI No. 1 work, Friction, Signing and Pavement Markings.

February 2022 Work:

Complete Twigss and Nebraska Signalization Work, Complete S.W. Corner NOI No. 1 work, Begin DMS layout and preliminary work, Signing and Pavement Markings, and work on preliminary punch list items.

March 2022 Work:

Procurement delay for DMS sign.

April 2022 Work:

Complete DMS sign, ITS burn-in and integration, final punch list, and project complete.

May 2022 Work:

Deliver and receive final approval on FDOT JPA Permit

CEI's Remaining Work based on Contractor CPM Schedule

Week of 1/3

Anthony Caruso	4	\$248.00	\$992.00
Porter Reed	40	\$191.89	\$7,675.60
Eddings Randolph	40	\$85.60	\$3,424.00
Local Public Agency			\$927.92
TestLab			\$20.31

Week of 1/10

Anthony Caruso	4	\$248.00	\$992.00
Porter Reed	40	\$191.89	\$7,675.60

Eddings Randolph	40	\$85.60	\$3,424.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 1/17**

Anthony Caruso	4	\$248.00	\$992.00
Porter Reed	40	\$191.89	\$7,675.60
Eddings Randolph	40	\$85.60	\$3,424.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 1/24**

Anthony Caruso	4	\$248.00	\$992.00
Porter Reed	40	\$191.89	\$7,675.60
Eddings Randolph	40	\$85.60	\$3,424.00
Local Public Agency			\$927.92
TestLab			\$20.31

<b>January Total:</b>			<b>\$52,159.32</b>
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**Week of 2/1**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	4	\$191.89	\$767.56
Eddings Randolph	4	\$85.60	\$342.40
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 2/7**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 2/14**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 2/21**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 2/21**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

**February Total:**

**\$5,851.11**

**Week of 3/1**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$0.00
TestLab			\$0.00

**Week of 3/7**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00

Local Public Agency			\$0.00
TestLab			\$0.00

**Week of 3/14**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$0.00
TestLab			\$0.00

**Week of 3/21**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$0.00
TestLab			\$0.00

**Week of 3/28**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$0.00
TestLab			\$0.00

<b>March Total:</b>			<b>\$0.00</b>
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**Week of 4/4**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 4/11**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 4/18**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

**Week of 4/25**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00
Eddings Randolph	0	\$85.60	\$0.00
Local Public Agency			\$927.92
TestLab			\$20.31

<b>April Total:</b>			<b>\$3,792.92</b>
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**Week of 5/2**

Anthony Caruso	0	\$248.00	\$0.00
Porter Reed	0	\$191.89	\$0.00

<b>May Total:</b>			<b>\$0.00</b>
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<u>Amount EXP will bill for the remainder of the project including everyone on the Team by week:</u>			<b>\$61,803.35</b>
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Item IV. A. 1.

## South Selmon Capacity Enhancement Task Order Request

**HNTB PR 202200XX**

**HI-0112 C-XX**

**South Selmon Capacity DB 3D Concept Plans Support (2/28/22-6/30/22)**

**Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering and management support to meet the requirements of THEA to provide 3D Conceptual Plans support for the South Selmon Capacity DB project.

**Scope**

Services to be performed include:

1. Assist THEA staff in preparing required 3D Conceptual Plans preparation support for the South Selmon Capacity DB project.

Subconsultants- TEElement (SBE), Survey Support (\$10,000)

SBE Participation- 3.33%

Services from 2/8/22 - 6/30/22.



Item IV. A. 2.

## CSX Agreement and Funding

## **CONSTRUCTION AGREEMENT**

This Construction Agreement (“**Agreement**”) is made as of \_\_\_\_\_, 20\_\_\_\_, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (“**CSXT**”), and **TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY**, a body corporate and political subdivision of the State of Florida (“**Agency**”).

## **EXPLANATORY STATEMENT**

1. Agency has proposed to construct, or to cause to be constructed, Widening the Selmon Expressway bridge by adding an additional west-bound lane over the CSXT tracks, located within the Transflo Yard at Department of Transportation Crossing Inventory Number 938085Y; Railroad Milepost Number S 843.38, in Tampa, Hillsborough County, Florida (the “**Project**”).
2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.
3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.
4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

### **1. Project Plans and Specifications**

- 1.1 **Preparation and Approval.** Pursuant to **Exhibit A** of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency’s sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT’s election, to the review and approval of CSXT. Such plans, specifications and drawings, as

prepared or approved by CSXT, are referred to as the “**Plans**”, and shall be

incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

- 12 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT’s requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

- 13 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

- 21 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT’s contractual obligations, including, but not limited to, CSXT’s existing or proposed third party agreements and collective bargaining agreements.
- 22 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency’s sole cost and expense.
- 23 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than January 31, 2024, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors (“**Contractors**”) to observe and abide by the terms, conditions and provisions set forth in

Exhibit C to this Agreement (the “Special Provisions”). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor’s agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

- 4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT’s consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, “**Reimbursable Expenses**”). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

- 4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the “**Estimate**”, as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency’s approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation. Furthermore, the Agency acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

- 4.3 Payment Terms.

- 4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the “Payment Schedule”, as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule.

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432 Following completion of the Project, CSXT shall submit to Agency a final

invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the

amount by which Reimbursable Expenses exceed total payments as shown by the final invoice, within thirty (30) days following delivery of such invoice to Agency. In the event that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

433 In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

434 All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.  
P.O. Box 530192  
Atlanta, GA 30353-0192

44 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

61 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

62 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and

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imposed by CSXT and such temporary construction easements as may be designated on the Plans approved by CSXT.

- 63 Temporary Construction Easements. CSXT may grant without warranty to Agency, if required, a temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions and at a price acceptable to the parties..
- 64 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal and removal of the Project.
- 65 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 6.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.
7. Permits At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.
8. Termination
- 81 By Agency. For any reason, Agency may, as its sole remedy, terminate this Agreement by delivery of notice to CSXT. Agency shall not be entitled to otherwise pursue claims for consequential, direct, indirect or incidental damages or lost profits as a consequence of CSXT's default or termination of this Agreement or Work on the Project by either party.
- 82 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agency in the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency.
- 83 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the

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Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation to pay CSXT for Reimbursable Expenses

incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance

10.1 By Agency. Agency shall own and, without cost to CSXT, maintain, repair, replace and renew, or cause same to be done, in good condition and repair to CSXT's satisfaction, the highway overpass structure, the roadway surfacing, the roadway slopes, the retaining walls, and the highway drainage facilities. In the event that Agency fails to properly maintain such structures and improvements and such failure, in the opinion of CSXT, jeopardizes the safe and efficient operation of its property, CSXT shall be entitled to remedy such failure and recover from Agency the costs incurred by CSXT in doing so. Upon the cessation of use of the Project by Agency, Agency shall remove the bridge structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors,

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Agency, and their respective agents, employees, invitees, contractors, or its contractors’

agents, employees or invitees in the performance of work in connection with the Project

or activities incidental thereto, or from their presence on or about CSXT’s property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

- 112 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency’s Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.
- 113 “CSXT Affiliates”. For the purpose of this Section 11, CSXT’s affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.
- 114 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.
- 115 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.
12. Independent Contractor The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency’s Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT’s property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.
13. “Entire Agreement” This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

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14. Waiver If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.
15. Assignment CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.
16. Notices All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:
- |               |  |
|---------------|--|
| If to CSXT:   | CSX Transportation, Inc.<br>500 Water Street, J-301<br>Jacksonville, Florida 32202<br>Attention: Director Project Management – Public Projects |
| If to Agency: | Tampa Hillsborough Expressway Authority<br>1104 East Twiggs Street, Suite 300<br>Tampa, Florida 33602<br>Attention: Brian W. Pickard           |
17. Severability The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.
18. Applicable Law This Agreement shall be governed by the laws of the State of **Florida**, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

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**BY SIGNING THIS AGREEMENT**, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on **November 5, 2021**.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

**TAMPA HILLSBOROUGH EXPRESSWAY  
AUTHORITY**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CSX TRANSPORTATION, INC.**

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

Edward D. Sparks II, PE

Chief Engineer – Bridges, Design & Construction

**EXHIBIT A**  
**ALLOCATION OF WORK**

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

- A. Agency shall let by contract to its Contractors:
  - 1. Construction of all components of the project as depicted in the approved plans, including the widening of the Selmon Expressway by adding an additional westbound lane Department of Transportation inventory crossing number 938085Y over the CSXT tracks within the Transflo Yard.
  - 2. Removal and disposal of waste materials; Clean-up of the work site.
- B. CSXT shall perform or cause to be performed:
  - 1. Preliminary engineering services.
  - 2. Flagging services and other protective services and devices as may be necessary.
  - 3. Construction engineering and inspection to protect the interests of CSXT.

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**EXHIBIT B**

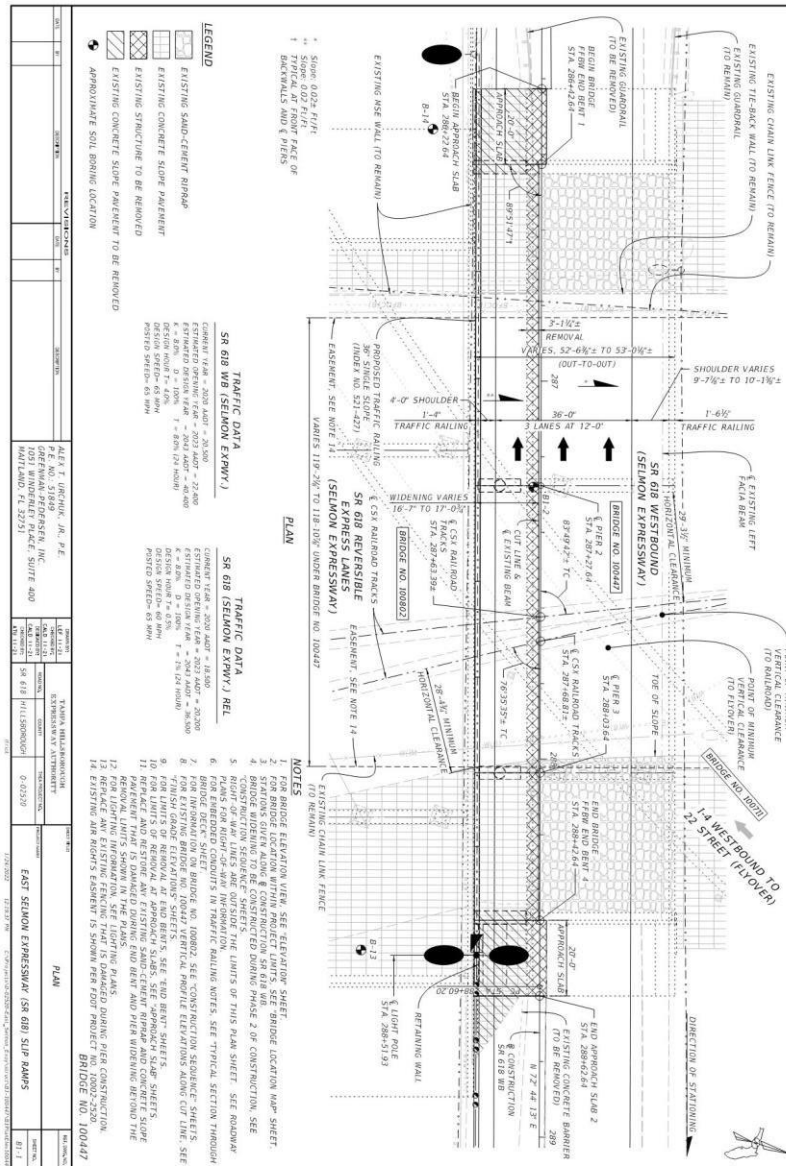
PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

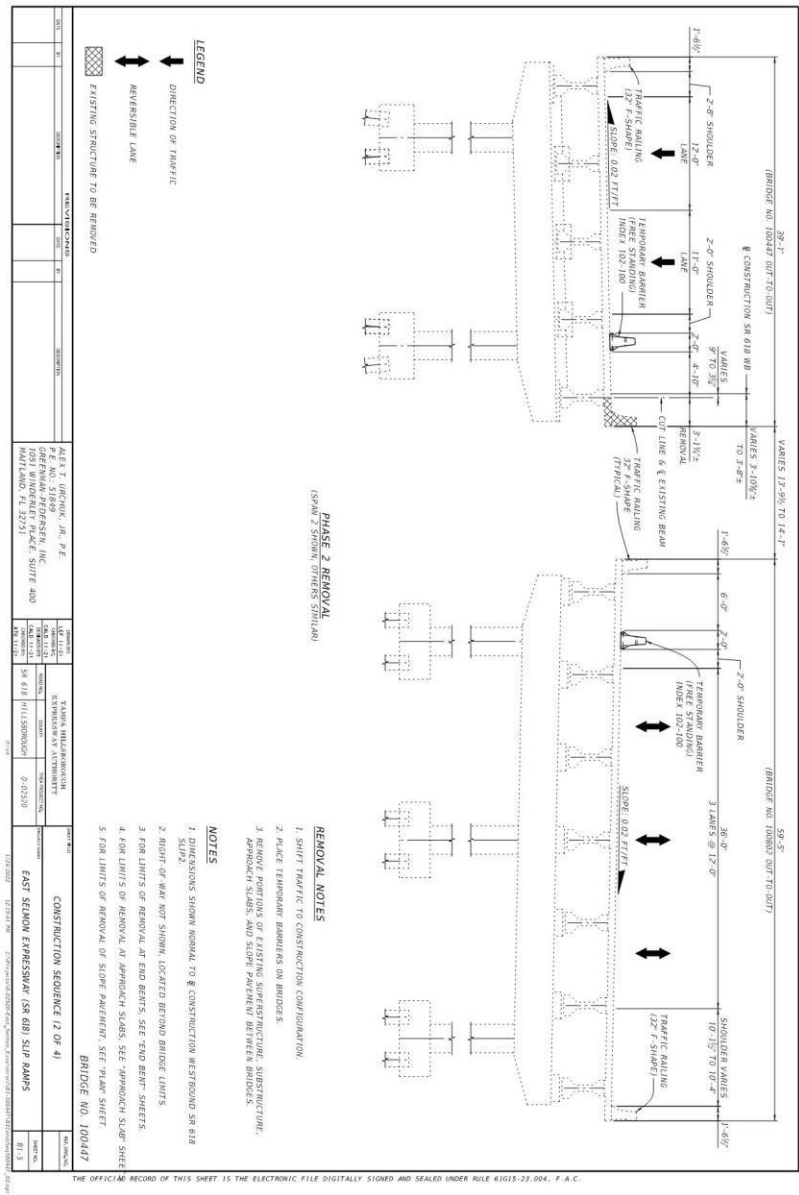
As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

<b>SHEET</b>	<b>DESCRIPTION</b>	<b>PREPARER</b>	<b>DATE</b>
1 of 4	B1-1 Plan Sheet	THEA	1/20/2022
2 of 4	B1-5 Construction Sequence	THEA	1/20/2022
3 of 4	B1-6 Construction Sequence	THEA	1/20/2022
4 of 4	B1-7 Construction Sequence	THEA	1/20/2022

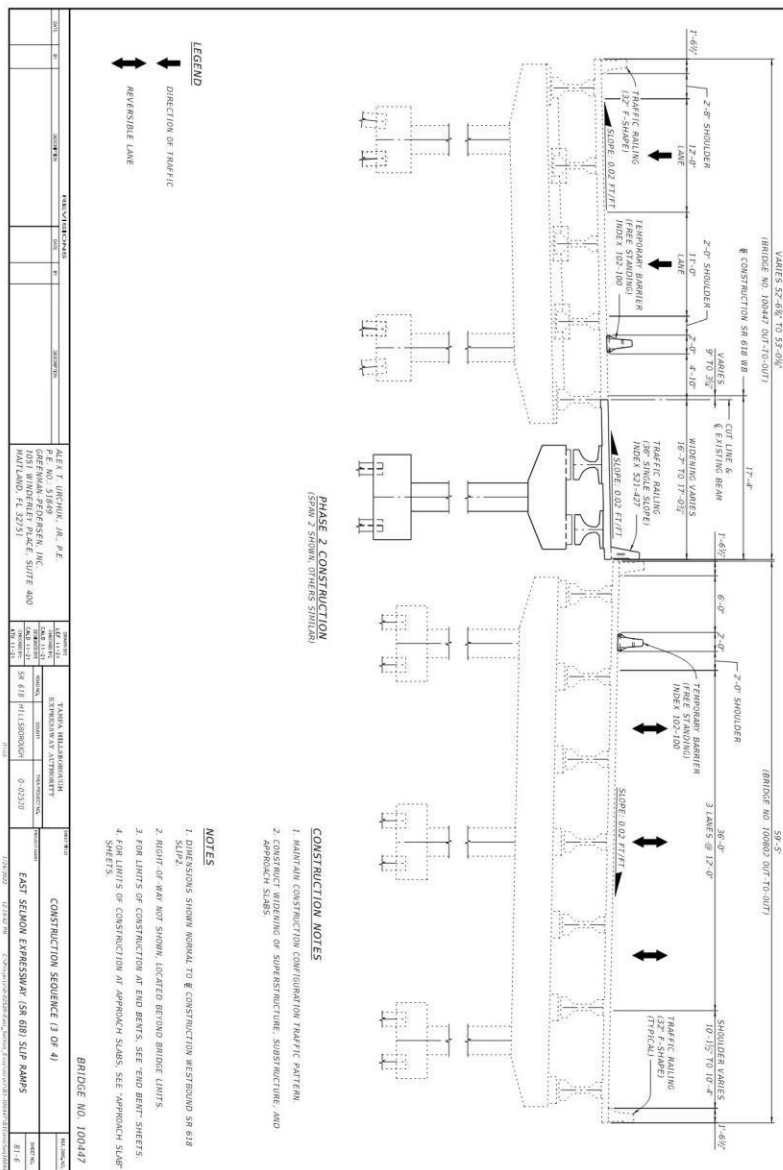
## B-2



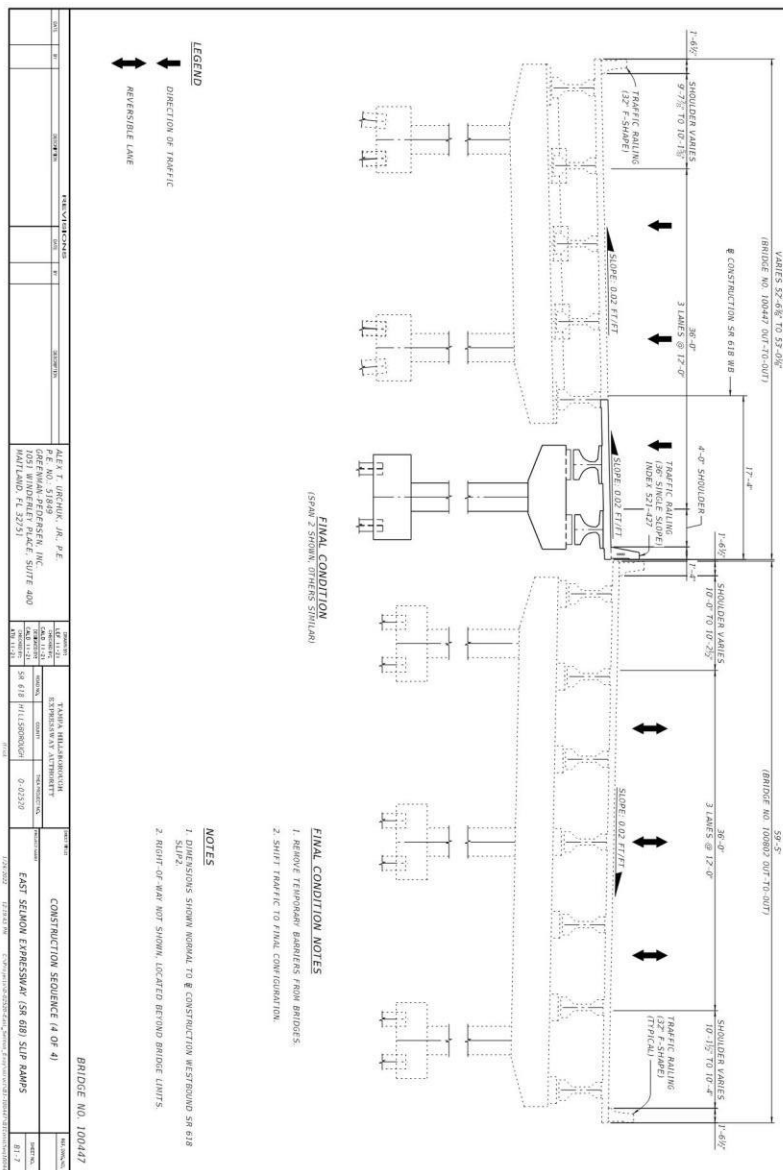
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## B-4



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## EXHIBIT C

### CSXT SPECIAL PROVISIONS

#### DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

“CSXT” shall mean CSX Transportation, Inc., its successors and assigns.

“CSXT Representative” shall mean the authorized representative of CSX Transportation, Inc.

“Agreement” shall mean the Agreement between CSXT and Agency dated as of \_\_\_\_\_, as amended from time to time.

“Agency” shall mean the **Tampa Hillsborough Expressway Authority**.

“Agency Representative” shall mean the authorized representative of **Tampa Hillsborough**

**Expressway Authority**. “Contractor” shall have the meaning ascribed to such term by the

Agreement. “Work” shall mean the Project as described in the Agreement.

#### I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

#### II. INTERFERENCE WITH CSXT OPERATIONS

- A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT’s property, or to poles, wires, and other facilities of tenants on CSXT’s Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

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- B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.
- III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:
- A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.
  - B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.
  - C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.
- IV. WORK FOR THE BENEFIT OF THE CONTRACTOR
- A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.
  - B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

**V. HAUL ACROSS RAILROAD**

- A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.
- B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

**VI. COOPERATION AND DELAYS**

- A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.
- C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.
- D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

**VII. STORAGE OF MATERIALS AND EQUIPMENT**

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left

parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

## **VIII. CONSTRUCTION PROCEDURES**

### **A. General**

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

### **B. Blasting**

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:
  - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.
  - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.
  - c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.
  - d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result

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in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

- e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

- a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.
- b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

**IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS**

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

**X. FLAGGING / INSPECTION SERVICE**

- A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.
- B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.
- C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this

service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

- D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.
- E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flag persons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

#### **XI. UTILITY FACILITIES ON CSXT PROPERTY**

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

#### **XII. CLEAN-UP**

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

#### **XIII. FAILURE TO COMPLY**

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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**EXHIBIT D**

ACCT. CODE : 709 - FL2833		Form Revision 12/22/21
<hr/>		
ESTIMATE SUBJECT TO REVISION AFTER: 1/26/2023		DOT NO.: 938085Y
CITY: Tampa	COUNTY: Hillsborough	STATE: FL
DESCRIPTION: Construction estimate for flagging and CE&I services to accomodate Selmon expressway O.H. bridge widening to add an additional west bound lane.		
ZONE: Florida	SUB-DIV: Tampa Terminal	MILE POST: S 843.38
AGENCY PROJECT NUMBER: THEA - O-0250		
<hr/>		
<b>PRELIMINARY ENGINEERING:</b>		
212 Contracted & Administrative Engineering Services		\$ 28,500
<b>Subtotal</b>		<b>\$ 28,500</b>
<hr/>		
<b>CONSTRUCTION ENGINEERING/INSPECTION:</b>		
212 Contracted & Administrative Engineering Services		\$ 116,920
<b>Subtotal</b>		<b>\$ 116,920</b>
<hr/>		
<b>FLAGGING SERVICE: (Contract Labor)</b>		
70		\$ -
50 Labor (Foreman/Inspector)	175 Days @ \$ 504.00	\$ 88,200
70 Additive	137.00% (Transportation Department)	\$ -
50 Additive	160.00% (Engineering Department)	\$ 141,120
<b>Subtotal</b>		<b>\$ 229,320</b>
<hr/>		
<b>SIGNAL &amp; COMMUNICATIONS WORK:</b>		\$ -
<b>TRACK WORK:</b>		\$ -
<b>PROJECT SUBTOTAL:</b>		<b>\$ 374,740</b>
900 CONTINGENCIES:	10.00%	\$ 37,474
<b>PROJECT TOTAL:</b>		<b>\$ 412,214</b>
<b>CURRENT AUTHORIZED BUDGET:</b>		<b>\$ 28,500</b>
<b>TOTAL SUPPLEMENT REQUESTED:</b>		<b>\$ 383,714</b>
<hr/>		
<b>DIVISION OF COST:</b>		
Agency	100.00%	\$ 383,714
Railroad	0.00%	\$ -
		<hr/>

**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: Benesch - ASA

DATE: 01/26/22

REVISED:

Approved by: KSW CSXT Public Project Group

DATE: 01/26/22

**EXHIBIT E**

**PAYMENT SCHEDULE**

**Advance Payment in Full**

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

**EXHIBIT F**

**INSURANCE REQUIREMENTS**

**I. Insurance Policies:**

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than \$5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
  2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than \$1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).
  3. Commercial automobile liability insurance with limits of not less than \$1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.
  4. Railroad protective liability insurance with limits of not less than \$5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of \$10,000,000, which insurance shall satisfy the following additional requirements:
    - a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.
    - b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.
    - c. Name and Address of Contractor and Agency must appear on the Declarations page.
- (i). Description of operations must appear on the Declarations page and must match the Project description.

**Tampa, Hillsborough County, Florida**  
**Selmon Expressway Overhead Bridge Widening**  
**938085Y, Tampa Terminal Subdivision, S 843.38**  
**CSX OP No. EL2833**

d. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

e. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21

- (ii) 30-day Advance Notice of Non-renewal or cancellation
- (iii) Required State Cancellation Endorsement
- (iv) Quick Reference or Index - CL/IL 240

f. Authorized endorsements may not include:

- (i) A Pollution Exclusion Endorsement except CG 28 31
- (ii) A Punitive or Exemplary Damages Exclusion
- (iii) A "Common Policy Conditions" Endorsement
- (iv) Any endorsement that is not named in Section 4 (e) or (f) above.
- (v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

## II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

2.

Insurance Department  
CSX Transportation, Inc.  
500 Water Street, C-907  
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

## **SCHEDULE I**

### **CONTRACTOR'S ACCEPTANCE**

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_, between Tampa Hillsborough Expressway Authority and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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Item IV. B. 1.

Budget Amendment

# Budget Amendment Overview

Funding Request	Amount	Description
Toll Operations – Image Review Support	\$123,000	Alleviate current Toll By Plate image review back-log
Toll Operations – General Tolling Consultant (GTC)	\$90,000	GEC type support for the Toll Operations Department
Temporary staffing	\$100,000	Temporary procurement support; temporary finance department support
ITS Manager – Contract Support	\$175,000	Coordination of all THEA Headquarter external ITS projects supporting the Director of Operations and Engineering in the development and implementation of the ITS Master Plan
Travel/Professional Development	\$55,000	FY2022 budget was developed with assumptions on curtailed professional conferences, training, etc. due to COVID
<b>Total Requested Funding</b>	<b>\$543,000*</b>	<b>Funding Source: Unrestricted General Revenue</b>

\* Represents a 2.64% increase to the annual operating budget

Item VI. A. 1.

## Contract Renewal Report

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

Report month: February 2022

Project Manager	Firm	Description of Services	Contract Effective Date	Contract Expiration Date	Term of Contract (Years)	Bid / Renew / End
Amy Lettelleir	Public Trust Advisors	Investment Advisory Services	09/01/19	08/31/22	3 Years + 2 additional one-year renewal option	<b>Renew</b>  (1st year renewal ~ 8/31/22 - 8/31/23)

Item VI. C. 1.

## Upcoming Meetings



## 2022 Board Meeting Schedule

### January

1/18/2022	<del>Board Workshop</del> <b>Cancelled</b>	1:30 p.m.
1/31/2022	Board Meeting	1:30 p.m.

### February

2/7/2022	<del>Board Committees of the Whole Meeting</del>	1:30 p.m.
2/21/2022	Board Meeting	1:30 p.m.

### March

3/14/2022	Board Committees of the Whole Meeting	1:30 p.m.
3/28/2022	Board Meeting	1:30 p.m.

### April

04/11/2022	Board Committees of the Whole Meeting	1:30 p.m.
04/25/2022	Board Meeting	1:30 p.m.

### May

05/09/2022	Board Committees of the Whole Meeting	1:30 p.m.
05/23/2022	Board Meeting	1:30 p.m.

### June

06/13/2022	Board Committees of the Whole Meeting	1:30 p.m.
06/27/2022	Board Meeting	1:30 p.m.

### July

07/11/2022	Board Committees of the Whole Meeting	1:30 p.m.
07/25/2022	Board Meeting	1:30 p.m.

### August

08/08/2022	Board Committees of the Whole Meeting	1:30 p.m.
08/22/2022	Board Meeting	1:30 p.m.

### September

09/12/2022	Board Committees of the Whole Meeting	1:30 p.m.
09/26/2022	Board Meeting	1:30 p.m.

### October

10/10/2022	Board Committees of the Whole Meeting	1:30 p.m.
10/24/2022	Board Meeting	1:30 p.m.

### November

11/14/2022	Board Meeting	1:30 p.m.
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### December

12/12/2022	Board Meeting	1:30 p.m.
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Note: Meetings of Committees as Whole will be held in the Expressway's 3<sup>rd</sup> floor conference room.  
Monthly Board meetings will be held in the Expressway's 1<sup>st</sup> floor Board room