



Meeting of the Board of Directors

March 27, 2023 - 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 ten 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 February 27, 2023, Board of Directors Meeting

IV. Discussion/Action Items

A. Executive Director – Vince Cassidy, Chairman – Greg Slater, Executive Director

1. THEA Strategic Blueprint

Purpose: To position THEA to become the next-generation transportation agency and system for the Tampa Bay area by creating a Strategic Blueprint that defines the strategic direction of THEA for the next 15 years, sets bold goals for the agency, and establishes strategies and tactics to achieve those goals.

Action: Request the Board adopt the 2023 Strategic Blueprint.

2. Real Estate Advisory Services

Purpose: To procure Real Estate Advisory Services to evaluate alternative uses of THEA-owned property in downtown Tampa.

Funding: Capital Budget

Action: Request the Board to:

- a) Approve the Selection Committee’s number-one ranked firm, Ernst & Young Infrastructure Advisors, Inc., to provide Real Estate Advisory Services.

Firm Name	Ranking
Ernst & Young Infrastructure Advisors, Inc.	1
HR&A Advisors, Inc.	2
Lambert Advisory, LLC	3

- b) Authorize and direct the Executive Director to negotiate with the number one ranked firm, Ernst and Young, to provide Real Estate Advisory Services. If negotiations are unsuccessful, staff shall negotiate with the number two-ranked firm. The contract is subject to review and approval of General Counsel.

B. Operations & Engineering – Bennett Barrow, Committee Chair – Brian Pickard, P.E., Director of Operations & Engineering

1. South Selmon Capacity Project Stipend Revision – Brian Pickard, P.E., Director of Operations & Engineering

Purpose: Approve increasing the design stipend for the South Selmon Capacity Project from \$500,000 to \$530,000 due to the increased scope on the east end of the project.

Funding: Capital Budget

Action: Request the Board to approve increasing the stipend previously approved at the November 14, 2022, Board of Directors meeting, from \$500,000 to \$530,000 each, to be awarded to the number 2 and 3 teams identified in the final selection.

C. Budget and Finance – Commissioner Cepeda, Committee Chair – Jeff Seward, Director of Finance

1. Traffic and Revenue Forecast Update – Presentation – Jeff Seward; Phil Eshelman, Stantec

Purpose: THEA’s Traffic and Revenue consultant will provide an update on current year revenues and estimates on FY 2024 traffic and revenues, which are the basis for the annual Revenue Sufficiency Certificate and the FY 2024 budget.

2. Revenue Sufficiency Resolution 670 – Jeff Seward; Phil Eshelman, Stantec

Purpose: Pursuant to Section 5.07(E) of THEA’s Master Bond Resolution, THEA is obligated to review the financial condition of the Expressway System and the Bonds to estimate whether the Net System Revenues for the following year will be sufficient to comply with the coverage requirements for Net System Revenues as specified in Section 5.07(B) of the Master Bond Resolution. THEA has received a Revenue Sufficiency Certificate prepared by its Traffic Engineer (Stantec) and reviewed by its Financial Advisor (PFM), who have determined that Net System Revenues will be sufficient to comply with the provision stated above for the Fiscal Year ending June 30, 2024.

Funding: There is no required funding for this item.

Action: Request Board approval of Resolution No. 670 making a positive determination regarding the sufficiency of Net System Revenues pursuant to its Master Bond Resolution.

3. Potential Tender of THEA’s Taxable Refunding Revenue Bonds, Series 2020B – Jeff Seward; Amy Lettelleir; Brent Wilder, PFM

Purpose: Authorize staff to move forward with the potential tender of THEA’s Taxable Refunding Revenue Bonds, 2020B, and to approve the selection of RBC Capital Markets and Raymond James & Associates, Inc. as joint dealer managers for the transaction.

Funding: Transaction Proceeds/Operating Budget

Action: Request the Board to authorize staff to move forward with THEA’s Taxable Refunding Revenue Bonds, 2020B, and to approve the selection of RBC Capital Markets and Raymond James & Associates, Inc. as joint dealer managers for the transaction.

4. Enterprise Management System (EMS)/Enterprise Resource Management (ERP) Jacobs Engineering Task Order Approval – Jeff Seward

Purpose: To procure the services of a consultant to develop requirements, processes, and RFP-related documents for THEA’s EMS/ERP, which will replace and enhance the current systems supporting the Procure to Pay process.

Funding: Capital Budget - \$180,245

Action: Request the Board to authorize the Executive Director to sign a task order with Jacobs Engineering to undertake the development of all related support documents in preparation and completion of an RFP for an EMS/ERP solution in an amount not to exceed \$180,245 in accordance with the terms in contract no. O-00121-C.

5. Synovus Treasury Management Purchasing Card Program – Jeff Seward; Andy LaFear, Synovus Banking

Purpose: To apply for the P-card and APSolutions products from Synovus and approve Mr. Jeff Seward, Director of Finance, as the administrator of the Synovus P-Card program.

Funding: There is no required funding for this item.

Action: Request Board approval to apply for the P-card and APSolutions products from Synovus for a combined credit limit of \$750,000, and to designate Mr. Jeffrey Seward as the card administrator and authorized signer.

V. Team Reports

- A. Planning & Innovation – *Bob Frey, Director of Planning & Innovation*
- B. Operations & Engineering – *Brian Pickard, P.E., Director of Operations & Engineering*
- C. Toll Operations - *Gary Holland, Manager*
- D. Budget & Finance – *Jeff Seward, Director of Finance*
- E. Communications – *Greg Slater, Executive Director*

VI. Executive Reports

- A. Executive Director – *Greg Slater*
 - 1. Contract Renewal & Closeout Report
 - 2. Director’s Report
- B. General Counsel – *Amy Lettelleir, Esq.*
- C. Chairman – *Vincent Cassidy*
 - 1. Upcoming Meetings
 - THEA Committees of the Whole – April 10, 2023
 - THEA Board Meeting – April 24, 2023

VII. Old Business

VIII. New Business

IX. Adjournment

Tampa-Hillsborough County Expressway Authority
Minutes of the February 27, 2023, 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 February 27, 2023, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

BOARD:

Mr. Vincent Cassidy, Chairman
Mr. Bennett Barrow, Vice Chairman
Mr. John Weatherford, Secretary
Commissioner Donna Cameron Cepeda, Member
Mayor Jane Castor, Member

STAFF:

Greg Slater	Emma Antolinez
Amy Lettelleir	Judith Villegas
Sue Chrzan	Frederick Pekala
Brian Pickard	Felipe Velasco
Bob Frey	Lisa Pessina
Charlene Ponce	Elizabeth Gray
Chaketa Mister	Shannon Bush
Gary Holland	Julie Aure

OTHER:

Jim Drapp, HNTB	Stephanie McQueen, HDR
Tim Garrett, HNTB	All Steward, HNTB
Sally Dee, Playbook	Stan Wern, Gannett Fleming
Sarah Lesch, Playbook	Frank Leto, Raymond James
Hope Scarpinato, PFM	Jonathan Tursky, TransCore
Scarlett Sharpe, WSP	Len Becker, HNTB
Mike Morgan, Ajax Paving	Snehal Ambare, CDM Smith
David Hubbard, Wey Engineering	Elizabeth Putnam, D Squared
Matthew Sansbury, RBC	Dan D'Antonio, D Squared
Kamila Khasanova, Playbook	

Call to Order and Pledge of Allegiance

Chairman Cassidy called the meeting to order at 1:30 pm, followed by the Pledge of Allegiance.

Public Input/Public Presentations

No public input or presentations.

The order of the agenda was shifted to take the informational items first to ensure a quorum was present for the action items.

Team Reports

A. Planning & Innovation – Bob Frey, Director of Planning & Innovation

Mr. Frey presented the “Building Blocks of THEA Systems -Safety, Mobility, and Efficiency”. He discussed the end of the CV Pilot, innovation, and where we go from here. As part of the discussion, he presented the foundational paradigms, THEA’s investments in innovation, and how we build a roadway that “talks to us”. He pointed to several current initiatives underway, such as the ITS Master Plan, the I-4 FRAME collaboration with FDOT, THEA’s partnership with the University of Arizona, and other examples of collaborations that will help THEA develop a “near real-time decision-support system.” Mr. Frey emphasized that sometimes projects or grants that may appear to be “stand-alone” play a role in the mature system in the future. Not only are innovations tied together with our existing technology, but it is interdisciplinary and involves all departments, Planning, Operations, Toll Operations, Communications, and IT.

Mr. Slater pointed out that of the three CV Pilot sites, THEA is the only agency that did what we said we would do.

Chairman Cassidy asked how many grants THEA is pursuing. Mr. Frey noted there are two, both through FDOT. The Chairman asked how much the first grant is for. Mr. Frey responded that it is for \$2 million.

Mr. Weatherford mentioned his recent experience in Korea where workout stations and positive, optimistic messaging have been installed, similar to what they do in San Francisco, and thought it would be worthwhile to look into doing something like that here.

Mr. Frey noted that THEA has been working with Tampa General Hospital to do something along those lines – “Body/Mind/Mobility” concept – along the Greenway and other THEA locations.

B. Operations & Engineering – Brian Pickard, P.E., Director of Operations & Engineering

Mr. Pickard provided an update on the East Selmon Slip Ramp Contract. He reported the present contract amount is \$24,552,287 with 78% of the contract earned. The percent of contract time is at 69% and the current contract end date is September 2023.

C. Communications – Sue Chrzan, Director of Public Affairs

Ms. Chrzan provided the board with an update on the USF-SE Bridgebuilding Competition that THEA sponsors each year. Students had the opportunity to work together and learn the value of teamwork, planning, and creativity with hands-on experience. Five schools participated in the competition, bringing 20 student teams. The winners of the competition received school trophies and are invited as THEA's guests to the 2023 FAV Summit.

She also mentioned that THEA hosted the South Tampa Chamber last week, and Mr. Slater talked to the group about the future growth of our community and how THEA addresses the emerging transportation needs in the region with our ongoing and future projects, like the South Selmon Capacity Project.

Chairman Cassidy asked how much conversation was there on the South Selmon Capacity Project.

Ms. Chrzan reported there was a lot of conversation and questions, but it was positive and supportive of the project.

Ms. Chrzan reported that THEA sponsored the 10th Annual Tampa Bay Business Journal's *Mentoring Monday* event, which provides participants with the opportunity to choose from mentors who are some of Tampa Bay's most influential women in the business community, representing a variety of industries from all over our region, for one-on-one coaching sessions and group table discussions.

Mr. Slater asked Ms. Chrzan to update the board on some of the conversations THEA is having in the community out in South Tampa. Ms. Chrzan noted that THEA is working with Plant High School to talk to them about the underpasses near Euclid. We're also engaging with Spanish Town Creek near Willow Avenue, which includes Dobyville, as well as conversations with individuals to answer various questions, such as the amount of traffic on the expressway.

Finally, she pointed out that the Annual Report is complete, and copies have been placed on the dais for each board member.

Consent Agenda

Approval of the Minutes from the January 23, 2023, Board of Directors Meeting

Chairman Cassidy requested a motion for approval. Mr. Barrett moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

Discussion/Action Items

Executive Director – Vince Cassidy, Chairman – Greg Slater, Executive Director

1. Real Estate Advisory Services Shortlist

Mr. Slater presented the shortlist for Real Estate Advisory Services recommended by the Evaluation Committee. The committee ranked the top three (3) of seven (7) firms responding to THEA’s RFP.

Firm Name
Ernst & Young Infrastructure Advisors, Inc.
HR&A Advisors, Inc.
Lambert Advisory, LLC

He requested the board approve the shortlist of firms for Real Estate Advisory Services and direct staff to move forward with interviews of those firms.

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

Operations & Engineering – Bennett Barrow, Committee Chair

1. Cyber Security Assessment – Shari Callahan, IT Manager

Ms. Callahan presented a request to procure a consultant to evaluate THEA’s Administrative and Operations Network including THEA websites and perform a review of our National Institute of Standards and Technology (NIST) procedures and policies relative to Cyber Security. This will include a full penetration test of THEA’s networks, resulting in recommendations and remediation to improve THEA’s cyber security posture. She noted that sixteen firms submitted proposals and the Evaluation Committee reviewed and ranked the proposals as follows:

Firm	Ranking
Crowe LLP	1
Stealth ISS Group	2
Moss Adams LLP	3

She requested that the Board approve the Evaluation Committee’s rankings for the Cyber Security Assessment Services and authorize and direct staff to negotiate and execute a contract with the number one ranked firm for THEA Cyber Security

Assessment Services. If negotiations are unsuccessful, staff will negotiate with the number two ranked firm. The contract is subject to review and approval of THEA General Counsel.

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

Mr. Barrow asked how frequently the cyber security assessments will be conducted moving forward. Ms. Callahan noted they will be conducted every two years.

The motion passed unanimously.

1. West Toll Plaza Roof Replacement *Brian Pickard, P.E., Director of Operations & Engineering*

The roof of the West Toll Plaza has not been replaced since it was built in 1974. The purpose of this action is to procure all the labor, materials, equipment, and incidentals necessary to replace that roof. Funding will come from the capital budget.

Firm	Amount
TectaAmerica	\$66,000
Cardinal Roofing	\$82,620
Precision Roofing	\$97,216

He requested that the Board approve the selection of the lowest bid from TectaAmerica in the amount of \$66,000 for the replacement of the roof at the West Toll Plaza Building, and direct staff to negotiate and execute a contract with the lowest responsible bid firm. If negotiations are unsuccessful, staff will negotiate with the next lowest bid firm. The contract is subject to review and approval of THEA General Counsel.

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

Mr. Barrow asked about the condition of the rest of the building. Mr. Pickard noted that other than some electrical work that will need to be done, the building itself is in good shape.

The motion passed unanimously.

Toll Operations – Bennett Barrow, Committee Chair – Gary Holland, Toll Systems Manager

1. Task Order – THEA Roadside Toll Collection System (RTCS)

Mr. Slater introduced the Toll Operations team and explained that these next two items are the first step in replacing its roadside tolling infrastructure and our

operational back-office. When complete, these both will function as a system with less hardware and more capabilities. Over the last few years, we have replaced the storage array, lane controller, image servers, servers at headquarters for the operational back office in the roadside system, switches and routers, and we're replacing the cameras.

Mr. Holland presented the task order request to develop a scope of work and technical requirements for a new Roadside Toll Collection System (RTCS). He pointed out that the current system has reached the end of its lifecycle and maintenance costs continue to increase. He requested Board approval for THEA staff to execute a task order with HNTB, as the primary consultant for the development of the scope and technical requirements and Gannett Fleming for peer review and technical support for the RTCS scope and technical requirements, in an amount not to exceed \$500,000.

Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow.

The motion passed unanimously.

2. Task Order – THEA Operational Back Office System (OBOS)

Next, Mr. Holland presented a task order for the development of the scope of work and technical requirements for the replacement of THEA's Operational Back Office System (OBOS), which is also in need of a lifecycle replacement. The OBOS is the system of record for all THEA transactions. The scalability and flexibility of the current system are limited.

He requested Board approval for THEA staff to execute task orders with Gannett Fleming, as the primary consultant for the development of the scope and technical requirements, RS&H for technical support in the development of the scope and technical requirements, and HNTB for peer review and oversight of the OBOS scope and technical requirements development in an amount not to exceed \$750,000.

Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow.

The Chairman asked once the scope and technical requirements are completed, what THEA anticipates spending to implement this.

Mr. Slater responded that it would cost between \$30M and \$50M for a full replacement. We want to build in some redundancy and implement it in a very systematic and strategic way.

Mr. Barrow thanked Mr. Holland for taking the time to update him on why we need this system.

The motion passed unanimously.

Budget and Finance – Commissioner Cepeda, Committee Chair – Jeff Seward,
Director of Finance

1. FY 2023 Operating Budget Amendment

Mr. Seward first provided an update on THEA's finances. He noted that THEA is showing an under collection in toll revenue, which is almost entirely attributable to the Hurricane Ian toll suspension. THEA is looking at an overall impact of about \$6M in revenue reduction for FY23 (from the budgeted number). Mr. Seward reported that THEA is now reaching some key traffic milestones which will equate to eventual revenue, and he expressed confidence that THEA will make up the difference during the remainder of the year. He also noted that, overall, expenses are under pacing what we anticipated for this point of the fiscal year.

Mr. Seward discussed the FY2023 Operating Budget Amendment, beginning with the \$600K line-item request for roadway maintenance. The Board previously approved task orders for these expenditures, knowing that staff would come back and amend the budget. He explained that reserve and contingency funds were used to pay for the task items and that the budget amendment will simply true up the budget.

Chairman Cassidy asked for more details on the \$600K. Mr. Pickard explained that \$330K was for the aesthetic lighting. The remaining was for things like maintenance of traffic (MOT) for camera cleaning, irrigation repairs, and the Selmon West aesthetic light maintenance and repairs.

Mr. Weatherford asked for clarification on what was approved versus the \$600K. Mr. Pickard explained this is not new money, the Board previously approved the \$600K.

The Chairman asked about the South Selmon and whether the costs are associated with THEA retaining ownership. Mr. Slater noted that the maintenance contract with Ferrovial did not include the mileage associated with the West Extension, so this is adding that mileage.

Mr. Seward further explained increases, such as water and electricity. Mr. Weatherford asked if in the future the Board could have previous numbers for comparison.

Mr. Seward provided an overview of the specific funding request, such as the maintenance of the current OBOS and the image review. In total, these items result in a budget amendment in the amount of \$1,465,000, a 6.09% increase.

Mr. Seward added that THEA looks at our debt service ratios as one of our key financial indicators. He reported that THEA ended FY2022 at a 2.40 debt service ratio, and anticipates, after this debt service amendment, leaving the year at 2.29 – we were originally looking at 2.34. This leaves the agency well above what our covenants require and well above what our policy states.

Finally, Mr. Seward noted that the purpose of the budget amendment is to provide \$1,465,000 for unanticipated or unbudgeted operating expenditures for FY 2023. The funding will come from general revenue, and the requested action is for Board approval of the FY2023 Budget Amendment.

Chairman Cassidy requested a motion to approve. Mr. Weatherford moved approval, seconded by Mr. Barrow.

The motion passed unanimously.

2. HNTB Capital Task Order Amendment – South Selmon Capacity Project

Mr. Seward presented a task order amendment to provide \$250,000 of additional funding for HNTB to provide additional technical support for the South Selmon Capacity project. He pointed out that in January 2022, the Board approved a task order in the amount of \$897,000 for HNTB support of the South Selmon Capacity Project. Based on the need for additional technical support, in support of the procurement process, that task order needs to be amended so HNTB can complete that work.

He requested the Board approve the task order amendment in the amount of \$250,000.

Chairman Cassidy requested a motion to approve. Mr. Barrow moved approval, seconded by Mr. Weatherford.

The motion passed unanimously.

Executive Reports

Executive Director – Greg Slater

Mr. Slater reported that the State of Florida has changed its rules and requirements pertaining to the selection of auditors. Moving forward, a Board member, as well as a representative from outside the organization will be required to be on the committee.

He mentioned the first toll discounts from the Governor's toll relief program hit customer accounts on February 22. All seems to have gone smoothly behind the scenes – our customers did not need to take any action to receive the discount.

Mr. Slater updated the Board on the status of THEA's strategic blueprint, which he will bring back to the board in March. Following the blueprint are the work plan and budget, which will be built around the strategic goals and will include KPIs.

He reported that THEA has completed its outreach for community features that the community would like to see within the space at Bay to Bay. What we heard is that

not only dog parks, but also flexible community spaces where kids can play soccer, space for farmers markets, and space for pickleball. We will follow up with the community in the coming weeks. He reminded the Board that the area will be used as an important staging space for construction, so we are still a few years away from it being available as community space.

Finally, Mr. Slater reviewed record-setting transactions noting that THEA hit an all-time high of 254,590 transactions on Friday, 2/10/23, then broke that record on Thursday with 254,908, then broke that record on 2/23/23 with 255,089, and broke that record with 260,771 transactions on 2/24/23. We closed out last week at 1,580,116 transactions – the largest usage of the Selmon in its history.

General Counsel – Amy Lettelleir, Esq.

Ms. Lettelleir updated the Board on conversations with THEA’s financial advisors, who constantly monitor opportunities in the market for THEA evaluating debt service saving structures.

She noted that PFM has identified a transaction that would allow THEA to recognize potentially significant debt service savings - an option that would be very beneficial as THEA begins to plan to repay its FDOT long-term subordinate debt.

It is a Taxable-to-Tax-Exempt Bond Tender Refunding. Ms. Lettelleir explained that 2020A Taxable bondholders would voluntarily tender their bonds and THEA would issue Tax Exempt debt to fund the transactions. Participation levels are unknown, but we will gather as much information as possible to help THEA determine whether to move forward. Unless the market moves away from us we expect to be back in March with draft documentation for Board consideration to authorize staff to move forward with the transactions within the parameters as defined by the Board.

Chairman Cassidy asked if the Board decides to move forward when the rate would be determined. Ms. Lettelleir advised that would occur the same day as the tender. Ms. Scarpinato added that the transaction does have risks, and we would be subject to market movement until we get to pricing.

B. Chairman – Vincent Cassidy

1. Upcoming Meetings

- THEA Committees of the Whole – March 13, 2023 - Cancelled
- THEA Board Meeting – March 27, 2023

Old Business – None

New Business – None

Adjournment – The meeting adjourned at 2:31 pm

APPROVED: _____ **ATTEST:** _____

Chairman: Vincent Cassidy

Secretary: John Weatherford

DATED THIS 27th DAY OF MARCH 2023.

DRAFT

RESOLUTION NO. 670

A RESOLUTION OF THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THE "AUTHORITY") MAKING A DETERMINATION REGARDING THE SUFFICIENCY OF NET SYSTEM REVENUES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tampa-Hillsborough County Expressway Authority (the "Authority") is an agency of the State of Florida, established in 1963 pursuant to Chapter 348, Part II, Florida Statutes (the "Act"); and

WHEREAS, the Authority has previously adopted its Amended and Restated Master Bond Resolution on November 19, 2012 (as the same may be amended and supplemented from time to time, the "Master Bond Resolution"); and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings set forth in the Master Bond Resolution; and

WHEREAS, the Authority is obligated pursuant to Section 5.07(E) of the Master Bond Resolution to review the financial condition of the Expressway System and the Bonds in order to estimate whether the Net System Revenues for the following year will be sufficient to comply with the coverage requirements with respect to Net System Revenues as specified in Section 5.07(B) of the Master Bond Resolution;

WHEREAS, the Authority has received a Revenue Sufficiency Certificate prepared by its Traffic Engineer who has determined that Net System Revenues will be sufficient to comply with the provisions stated above for fiscal year ending June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY THAT:

SECTION 1. SUFFICIENCY DETERMINATION. Based on the Authority's review of the financial condition of the Expressway System and the Bonds and upon the estimated Net System Revenues for the immediately succeeding Fiscal Year as set forth in the revenue sufficiency certificate, the Authority has determined that, based on the information currently available to the Authority, Net System Revenues will be sufficient to comply with the coverage requirements with respect to Net System Revenues as specified in Section 5.07(B) of the Master Bond Resolution.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage.

This Resolution was approved and adopted by the Tampa-Hillsborough County Expressway Authority on March 27, 2023.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

By: _____
Vincent J. Cassidy
Chairman

ATTEST:

By: _____
John Weatherford
Secretary

Approved as to form and legal sufficiency for the
sole use and reliance of the Authority and its
Board:

Amy E. Lettelleir, Esquire
General Counsel

AGREEMENT

Between

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

And

JACOBS ENGINEERING GROUP INC.

For

PROFESSIONAL ENGINEERING SERVICES

THEA CONTRACT NO. O-00121-C

THIS AGREEMENT for professional engineering services (the "Agreement") is made and entered into as of the 18 day of April, 2022 (the "Effective Date"), by and between the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, a public body corporate and politic and an agency of the State of Florida, organized and existing under the Laws of Florida (the "**Authority**"), whose address is 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, and **JACOBS ENGINEERING GROUP INC.**, (the "**Consultant**"), a corporation duly existing under the laws of the State of Florida, whose local address is 201 North Franklin Street, Tampa, Florida 33602.

WHEREAS, the Authority is created and established to construct, reconstruct, improve, extend, repair, maintain, and operate the "Expressway System", pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.54, Florida Statutes, the Authority has been granted the power to make contracts of every name and nature and to execute all instruments necessary or convenient for the conduct of its business and for carrying out the purposes of the Authority; and

WHEREAS, in response to the Authority's competitive solicitation process known as Requests for Proposals for General Engineering Consultant Services RFP O-00121, the Consultant submitted its response on April 27, 2021, (the "Proposal"); and

WHEREAS, the Authority has identified the Consultant as a qualified provider for professional engineering services and requested the Consultant to perform such services as more particularly described in the scope of services (the "Scope of Services") as contained in Exhibit "A" herein and attached hereto; and

WHEREAS, the Authority agrees to compensate the Consultant for the Scope of Services as authorized and described in purchase orders as needed. A sample purchase order form is attached as Exhibit "B" hereto.

NOW, THEREFORE, in consideration of the mutual covenants herein made and the benefits to accrue to the parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.**

The above recitals are true and correct and are incorporated herein.

2. **SERVICES AND PERFORMANCE.**

2.01 The Authority hereby retains the Consultant pursuant to the terms set forth in this Agreement to perform any of the services in the Scope of Services as described in Exhibit "A" on an as needed basis at the sole discretion of the Authority.

2.02 Before making any additions or deletions to the Scope of Services described in this Agreement, as contained in Exhibit "A," that are essential to the completion of the Scope of Services and which require additional compensation, the parties shall negotiate any changes or revisions to such services and any necessary cost changes and shall enter into a supplemental written agreement providing for such modifications and the compensation to be paid therefore. Such supplemental agreement(s) may also be described on a purchase order, a sample form of which is attached hereto as Exhibit "B" (the "Purchase Order Form"). Any such agreement(s) that exceed the approved Scope of Services initial budget are subject to the approval of the Authority's governing Board. Upon execution, any such supplemental agreement(s) and/or amendments will be as described in Purchase Orders and shall be attached hereto and incorporated herein by reference.

2.03 The Consultant's proposal submitted for the Scope of Services was evaluated, in part, based upon the proposal of the Consultant's organization and upon the education and experience of the key personnel presented in the Proposal. The Consultant agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Services, including the specific individuals named in its Proposal. Provided they are still employed with the Consultant, the specific key personnel named in the Consultant's Proposal shall remain assigned for the duration of the engagement under this Agreement, unless otherwise agreed to in writing by the Authority.

2.04 In the event the Consultant proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior experience as required to successfully perform such duties. The Authority shall have the sole right to determine whether key personnel proposed as substitutes are acceptable and qualified to perform the services.

2.05 The Consultant's Proposal submitted for the Scope of Services designated from its staff a qualified "Project Manager" having at least 5 years of experience in performing and/or administering similar types of work to the Scope of Services. The "Project Manager" shall be the single point of contact as liaison with the Authority and administrating the Agreement for the Consultant. The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order estimates, schedules, payment applications, directing the Consultant's work forces, reports, day to day administrative matters, coordinating the Small Business Enterprise (SBE) policy to achieve the established goals and other related items necessary to fulfill the requirements of the Agreement.

2.06 The Consultant shall function as an extension of the Authority's staff by providing qualified technical and professional personnel to perform the services assigned under the terms of this Agreement. The Consultant shall be expected to operate without extensive oversight and direction and to represent, advance, and further the interests of the Authority throughout all aspects and phases of the engagement to provide any of the Scope of Services.

2.07 The Consultant shall perform the Scope of Services to the reasonable satisfaction of the Authority. All questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement regarding the execution and fulfillment of the services or the character, quality, amount, or value thereof, which cannot be settled by mutual agreement of the parties shall be first attempted to be resolved by non-binding mediation, then settled by recourse to litigation under Florida Law, subject to the additional provisions of Sections 9 through 11 of this Agreement.

2.08 The services of the Consultant have been and will be rendered as an independent contractor and not as an employee. In this regard, the Consultant shall not be deemed as an employee of the Authority for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and the Consultant shall file all tax forms required of an independent contractor.

2.09 The Authority will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof.

2.10 The Consultant agrees to provide project schedules and progress reports in a format acceptable to the Authority at intervals established by the Authority. The Authority shall meet with the Consultant's key personnel to plan for performance of work activities and staffing levels to be provided by the Consultant. The closest collaboration and cooperation shall be maintained by the Consultant with

authorized representatives of the Authority, or of other agencies and organizations designated by the Authority.

2.11 All plans, tracings, reports, drawings, maps, estimates, specifications, computer records, survey notes, reports, records management programs, and any other data, deliverable, and material, and any part thereof, created, compiled, prepared or obtained by or on behalf of the Consultant pursuant to this Agreement, as well as all data collected, together with summaries and charts derived therefrom and together with all materials and data furnished to the Consultant by the Authority, are work product in respect to the Scope of Services hereunder and shall upon payment to the Consultant for Scope of Services rendered hereunder be and remain the property of the Authority without restriction or limitations on its use will be made available, upon request, to the Authority at any time during the performance of such Scope of Services and/or upon completion or termination of this Agreement. Upon delivery to the Authority of said document(s), the Authority will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this Agreement. The Authority agrees that it will not make any modifications to the signed and sealed documents of the Consultant or allow or enable others to reuse such documents without the prior written consent of the Consultant, which consent shall not be unreasonably withheld.

3. TERM.

Subject to the termination provisions set forth in this Agreement, this Agreement shall begin upon the Effective Date herein and shall continue in effect for a period of a **three year term** with the option to renew up to two (2) additional one (1) year terms as needed. A renewal option, if exercised, will be in a form of an amendment to this Agreement.

4. COMPENSATION AND PAYMENT.

4.01 The Authority agrees to compensate the Consultant for services performed under this Agreement (the "Method of Compensation") as described in Exhibit "C."

4.02 The Consultant shall submit one (1) original of its monthly invoice in a form acceptable to the Authority no more than fifteen (15) calendar days after the end of the billing period. Such invoice shall include (a) a breakdown of authorized services as set forth in individual Purchase Orders, and (b) information with respect to the Consultant's utilization of SBE sub-consultants. Invoices based on services provided on an upset-limit basis, must be submitted to the Authority in detail sufficient for a proper pre-audit and post-audit thereof.

4.03 The Consultant shall pay all sub-consultants their proportionate share of payments received from the Authority within thirty (30) days after receipt of such payment.

4.04 When reimbursement is sought for pre-authorized travel expenses, such invoices shall be submitted and paid within the guidelines of Section 112.061, Florida Statutes.

4.05 Records of costs ("Records") incurred under terms of this Agreement will be maintained by the Consultant for the entire term of the Agreement and for a period of three (3) years after the later of (a) final acceptance of a project by the Authority; (b) the end of the term of the Agreement; or (c) until all claims (if any) regarding the Agreement are resolved. Final acceptance is defined as when a project or service has been satisfactorily completed, as determined by the Authority, and at which time the Consultant shall be given written notice of final acceptance. Incomplete or incorrect entries in such Records shall be grounds for disallowance by the Authority of any fees, expenses, or costs based upon such entries. The Records of costs incurred shall include the Consultant's general accounting records and project records, together with supporting documents of the Consultant and all subconsultants performing services under the Agreement, and all other records of the Consultant and subconsultants that are considered necessary by the Authority for a proper audit.

4.06 If a payment is not made to the Consultant within forty (40) days of receipt of an approved invoice, a separate interest penalty at a rate established pursuant to Section 218.74, Florida Statutes, will be due and payable to the Consultant. Invoices that are returned to the Consultant because of preparation errors or uncompleted or Services not in compliance with the terms herein will result in a delay in the payment and are not subject to the 40-day payment provision.

4.07 Within ten (10) working days of receipt of either services or invoice, whichever is later, the Authority shall notify the Consultant if such services or invoice is unacceptable. The Authority reserves the right to withhold payment for services not completed, or services not completed in accordance with the terms herein, or services that are deemed inadequate or untimely by the Authority. Any payment withheld will be released and paid to the Consultant within a reasonable time when services are subsequently satisfactorily performed.

4.08 Effect of Payments. No payment by the Authority shall relieve the Consultant of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product, or deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the Consultant fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the Consultant

shall return any compensation received therefore. No compensation shall be made for revisions to the Consultant's or subconsultant services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, subconsultants or subcontractors. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement upon providing the Consultant prior written notice thereof.

4.09.1 The Consultant hereby certifies and covenants that wage rates and other factual unit costs as set forth in the Method of Compensation in Exhibit "C" and provided to the Authority to support the compensation rate are accurate, complete and current as of the date of this Agreement.

4.09.2 For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Authority, whichever is later.

5. INDEMNITY.

5.01 The Consultant will indemnify, save, and hold harmless the Authority, its members, officers, agents, representatives, and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to reasonable attorneys' and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the Consultant, its agents, employees, or subconsultants during the performance of services under this Agreement. The Consultant, its agents, employees or subconsultants shall not be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of this Agreement.

5.02 If either party receives a notice of claim for damages that may have been caused by the Consultant in the performance of services required of the Consultant under this Agreement, such party shall promptly evaluate the claim and report its findings to each other. The Authority and the Consultant will evaluate the claim and report their findings to each other within seven (7) working days from the date the last party received notice of such claim. The Authority's failure to notify the Consultant of a claim within seven (7) working days will not release the Consultant from any of the requirements of this section upon subsequent notification by the Authority to the Consultant of the claim.

5.03 The parties agree that one percent (1%) of the total compensation to the Consultant for performance of the services required under this Agreement is the specific consideration from the Authority to the Consultant for the Consultant's indemnity agreement.

6. **INSURANCE.**

6.01 The Consultant shall not commence any services until insurance of the types listed in the Insurance, Requirements, Coverages, and Limits, as set forth in Exhibit "D," to this Agreement have been obtained by the Consultant (the "Certificates of Insurance") and provided to the Authority. Such insurance shall be maintained in full force and effect during the term of this Agreement or for a longer term as may be otherwise provided hereunder. All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable to the Authority. All insurance coverages required of the Consultant shall be primary over any insurance or self-insurance program carried by the Authority. The Authority's approval or disapproval of Consultant's insurance shall not release the Consultant and subconsultants of their respective obligations to exercise due care in the performance of their duties.

6.02 The Certificate of Insurance shall include the following statement: "The policy(ies) will not be cancelled or materially changed during the period of coverages without at least thirty (30) days prior written notice" addressed to the Authority, Attention: Contracts Department, at the address set forth in this Agreement or such other address as may hereafter be specified. The Authority reserves the right to review a copy of such policy or policies upon request.

7. **TERMINATION AND DEFAULT.**

7.01 The Authority may terminate this Agreement unilaterally in whole or in part at any time the Authority deems it in its interest to effectuate such termination by providing thirty (30) days written notice of such intention. The Authority also reserves the right, with or without cause, to terminate any one or any combination of the services in the Scope of Services to be rendered by the Consultant without terminating the Agreement. Termination of the Agreement by the Authority shall occur as follows:

7.02 **Termination for Cause.** If the Authority determines the performance of the Consultant is not in compliance with the terms herein, the Authority may notify the Consultant of the deficiency with the requirement that the deficiency be corrected within a specified time (the "Corrective Period"), but not less than 10 days. Upon Consultant's failure to correct the stated deficiency, the Agreement will be terminated at the end of the Corrective Period.

7.03 **Termination Without Cause.** If the Authority opts to terminate the Agreement or portions thereof for no stated reasons, the Authority will notify the Consultant of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

7.04 If the Agreement is terminated under these provisions before performance is completed; the Consultant will be paid for the services provided and expenses incurred in compliance with the requirements of this Agreement to the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount, which is the same percentage of the contract price as the amount of services satisfactorily completed called for by the Agreement. All services in progress shall be deemed the property of the Authority and shall be promptly delivered at no expense to the Authority at the address set forth above, unless directed in writing to another location.

7.05 The Consultant may cancel this Agreement only by mutual consent of both parties.

7.06 Upon termination of the Agreement, whether for cause or convenience, or upon conclusion of the term of the Agreement, the Consultant shall accomplish a complete transition of the work being terminated from the Consultant to any successor or to any replacement provider designated by the Authority, using reasonable efforts to prevent any interruption of or adverse impact on the work or any other work provided by third parties at no additional cost to the Authority.

8. MISCELLANEOUS PROVISIONS.

8.01 **Public Entity Crime Information Statement.** The Consultant represents that it is not currently on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information Statement." The Consultant also represents that its sub-consultants are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its sub-consultant(s) is placed on said list. A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8.02 **Publicity.** No information relative to the existence or the details of the Scope of Services shall be released by Consultant, either before or after completion of the services, for publication, advertising or any commercial purposes without Authority's prior written consent.

8.03 **Public Records.** The Consultant and sub-consultants shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement. Specifically, if the Consultant is acting on behalf of the Authority, the Consultant must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Consultant;
- (b) Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the costs 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 Authority all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.
- (e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:**

Debbie Northington, Administrative Services Manager
1104 E. Twiggs
Street, Suite 300,
Tampa, FL 33602
813-272-6740 ext. 118
Debbie@tampa-xway.com

8.03.1 Consultant's failure to grant such public access will be grounds for immediate termination of this Contract by the Authority pursuant to Section 7, Termination and Default.

8.04 **Audit Right.** Authority shall have the right to audit the books, records, and accounts of Consultant that are related to the Scope of Services. The Consultant shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to services to the Authority.

8.05 **Record Retention.** Consultant and its sub-contractors shall make available records, at reasonable times for examination and audit by Authority, financial records, supporting documents, statistical records, and any other documents including books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the Authority and/or the governmental agencies providing grant funds pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a period of three years from completion of the Scope of Services.

8.05.1 If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Authority to be applicable to Consultant's records, Consultant shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Consultant. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment upon such entry.

8.06 **Sub-consultants.** The Consultant shall maintain an adequate and competent staff for the purpose of performing the Scope of Services hereunder. The Consultant may associate and utilize specialists for the purpose of rendering its services hereunder, without additional costs to the Authority, other than those costs negotiated within the limits and terms of this Agreement. The Consultant shall require each authorized sub-consultant or subcontractor to adhere to the appropriate provisions of this Agreement. The Consultant guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any sub-consultant in connection with this Agreement.

8.07 **Unauthorized Aliens.** The Authority will consider the employment by Consultant or its sub-consultants of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral termination of this Agreement, by the Authority, if the Consultant knowingly employs unauthorized aliens.

8.08 **Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act.** During the performance of the Scope of Services under this Agreement, Consultant agrees that it will comply with all federal, state, and local laws and ordinances applicable to the services or payment for services thereof, and will not discriminate against any employee or applicant for employment because of race, age, creed, color, gender, national origin, or disability.

8.08.1 Consultant agrees that it will comply with all federal, state and local laws and ordinances applicable to the services or payment for services thereof and will not unlawfully discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by Authority, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

8.09 **E-Verify.** The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of:

- (a) All persons employed by the Consultant during the term of the Agreement to perform employment duties within Florida; and
- (b) All persons, including subconsultants, assigned by the Consultant to perform services pursuant to this Agreement with the Authority.

8.09.1 The Consultant shall provide proof of registration in the E-Verify system to the Authority upon execution of this Agreement. Documentation evidencing the Consultant's registration in the E-Verify system shall be incorporated herein and made a part of the Agreement.

8.10 **Drug-Free Workplace.** Consultant agrees and certifies that it either has or that it will establish a drug-free work place.

8.11 **SBE Policy.** The Consultant agrees to enhance contracting opportunities for Small Business Enterprises ("SBE"), as defined in the Authority's SBE Policy incorporated herein by reference. The Consultant agrees to comply with the Authority's SBE Policy in its efforts to achieve its anticipated level of SBE participation, as proposed in its Proposal, as appropriate.

8.11.1 In the event the Consultant is found to be in non-compliance with the Authority's SBE Policy, or fails to perform good faith efforts to include SBE firms to perform services to meet or exceed the Consultant's commitment as submitted with its Proposal, "Anticipated SBE Participation Statement," as appropriate, the Authority may impose sanctions against the Consultant including, but not limited to:

- (a) Withholding payments to the Consultant under the Agreement until the Consultant remedies the "Anticipated SBE Participation Statement" deficiency;
- (b) Termination of the Agreement;
- (c) Barring of the Consultant from bidding on future Authority projects.

8.11.2 The Consultant understands that it is the responsibility of the Authority to monitor the Consultant's compliance with the SBE Policy. In that regard, the Consultant agrees to furnish to the Authority monthly reports, using forms and/or formats acceptable to the Authority, on the progress of its SBE participation.

8.12 **Entire Agreement.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8.13 **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

8.14 **Assignment:** The Consultant shall not assign, or transfer any services or obligation under this Agreement without the prior written consent of the Authority.

8.15 **Contingency Fee.** The Consultant represents that it has not employed or retained any consultant or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, consultant, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the Authority shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

8.16 **Waiver of Breach and Materiality.** Failure by Authority to enhance any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.17 **Scrutinized Companies:** In executing this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

8.18 Pursuant to Section 287.135(5), Florida Statutes, Consultant agrees that the Authority may immediately terminate this Agreement for cause if the Consultant is found to have submitted a false certification or if Consultant is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or becomes engaged in business operations in Cuba or Syria during the term of this Agreement.

8.19 **Venue.** The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement; and the Consultant hereby waives any and all privileges and rights it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience.

8.20 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Judicial Circuit of Hillsborough County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

8.21 **Legal Fees and Costs.** The parties agree that in the event that it should become necessary for either party to employ an attorney to enforce any of its rights hereunder, the prevailing party shall be entitled to reimbursement of all costs and expenses, including attorney's fees and paralegal fees (at both trial and appellate court levels) which may reasonably be incurred or paid at any time or times by it in connection therewith.

8.22 **Counterparts.** This Agreement may be executed in several counterparts and each counterpart shall constitute an original of this Agreement.

8.23 **Truth-in-Negotiation.** Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as the date of the Agreement. The said rates and costs shall be adjusted to exclude any significant sums should the Authority determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to an outside consultant. The Authority shall exercise its rights under this "Certificate" within one year following final payment.

9. **WAIVER OF JURY TRIAL AGREEMENT.**

9.01 Each party, by the execution hereof, knowingly, voluntarily and intentionally waive, for themselves and their respective successors and assigns, (including sub-consultants and joint venture parties) any right which any one of them may have to a trial by jury in respect to any litigation, action, suit or proceeding (whether at law or in equity) based on this agreement and any amendment or addition to the agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents or representatives in connection with the agreement,

whether arising in contract, tort or otherwise. No party shall seek to consolidate any such litigation, action, suit or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived. This provision is a material and mutual inducement to enter into this agreement.

9.02 If for any reason the foregoing waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the provisions of Section 10 – Binding Arbitration shall govern.

9.03 The Consultant shall provide and require in any agreements with subconsultants and material suppliers for this provision to be included in whole as it appears in this contract. Further, notwithstanding the requirement of the preceding sentence, the waiver of jury trial set forth in this section shall be deemed incorporated into any and all agreements between the Consultant and subconsultants and/or material suppliers for the provision of services or materials under this agreement.

10. BINDING ARBITRATION (IF WAIVER OF JURY TRIAL IS UNENFORCEABLE).

10.01 If the provisions of Section 9 - "Waiver of Jury Trial," are found to be unenforceable, all claims, disputes and controversies between the Authority and the Consultant shall be decided and resolved by binding arbitration. The arbitration shall occur in Tampa, Florida, and shall be conducted by a three (3) member panel. For arbitration of claims between the Authority and the Consultant arising out of or in any way related to a claim of the Consultant against the Authority, the Consultant agrees to resolve those claims pursuant to the provisions of Sections 10 and 11 of this Agreement which the Consultant has familiarized itself with and adopts herein by this reference. For arbitration of claims between the Authority and the Consultant, not arising out of or in any way related to a claim of the Consultant against the Authority, the Consultant shall pick one arbitrator who is not an employee of or doing business with the Consultant. The Authority shall pick one arbitrator who is not an employee of or doing business with the Authority. The two selected arbitrators shall select the third arbitrator with concurrence of the Parties, unless additional parties are involved in the arbitration through consolidation or joinder and obtain authorization from the Authority and the Consultant to select a representative arbitrator. In that event, the parties shall arrive at a reasonable method for selecting the arbitrators.

11. PROCEDURE FOR BINDING ARBITRATION.

11.01 Notice of the demand for arbitration will be filed in writing with the other party to the contract. Arbitration shall be conducted in accordance with the Florida Evidence Code. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Notices to the Authority: Amy Lettelleir, General Counsel
Tampa Hillsborough Expressway Authority
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Amy.Lettelleir@tampa-xway.com

13. CAPTIONS.

13.01 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of this contract or the intent of any provision hereof.

14. ATTACHMENTS.

14.01 The documents listed below, hereto after known collectively as the “Contract Documents” are expressly agreed to be incorporated herein by reference, the same as though fully written herein or attached hereto, and made a part of without being limited thereto, this “Agreement” consists of the following:

- Exhibit "A" Scope of Services
- Exhibit "B" Sample Purchase Order Form
- Exhibit "C" Method of Compensation
- Exhibit "D" Certificate of Insurance

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IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

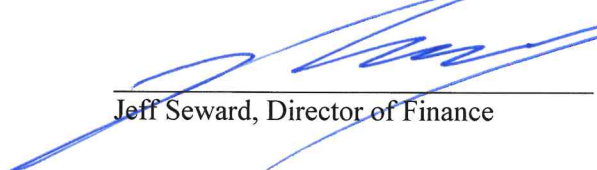
**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

By: 

Greg Slater
Executive Director

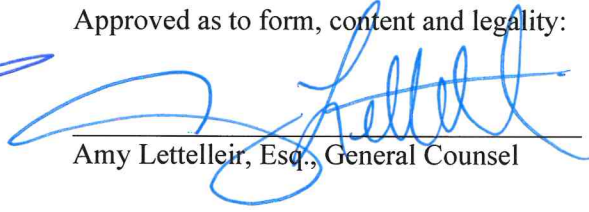
Date: 4/18/22

Authorization as to availability of funds:




Jeff Seward, Director of Finance

Approved as to form, content and legality:



Amy Lettelleir, Esq., General Counsel


JACOBS ENGINEERING GROUP INC.

By: 

David Ashman, Vice President

Date: 4/14/2022

Witnesses to the signature of JACOBS ENGINEERING GROUP INC.

Signature: 

Printed name: Sean P. Moore 04-14-2022

Exhibit A – Contract O-00121–C Scope of Services

Services to be provided, on an as-needed basis, by the Consultant shall include, but are not limited to, the following:

FDOT Pre-Qualified Services

- . Control Surveying
- . Controlled Access Highway Design
- . Design, Right of Way, & Construction Surveying
- . Geotechnical Classification Lab Testing
- . Geotechnical Specialty Lab Testing
- . Highway Materials Testing
- . Intelligent Trans Sys Analysis and Design
- . Intelligent Transportation Systems Implementation
- . Intelligent Trans Traffic Engineering Sys Communications
- . Intelligent Trans Sys Software Development Photogrammetric Mapping
- . Land Planning/Engineering
- . Landscape Architect
- . Lighting
- . Minor Highway Design
- . Major Highway Design
- . Major Bridge CEI – Concrete
- . Major Bridge CEI – Steel
- . Major Bridge Design – Concrete
- . Major Bridge Design - Steel
- . Minor Bridge Design
- . Minor Bridge & Miscellaneous Structures CEI
- . Miscellaneous Structures
- . Policy Planning
- . Project Development & Environmental Studies
- . Right of Way Mapping

- . Roadway Construction Engineering Inspection
Construction Materials Inspection
- . Signalization
- . Signing, Pavement Marking & Channelization
- . Soil Exploration
- . Standard Foundation Studies
- . Subarea/Corridor Planning
- . Systems Planning
- . Traffic Engineering Studies
- . Traffic Signal Timing
- . Transportation Statistics

THEA Specialized Required Services

- . Miscellaneous Design support
- . Miscellaneous Procurement (Design Build Criteria Packages, RFP, RFQ)
- . Safety Audits

**TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY
BLANKET PURCHASE ORDER FORM**

FINALIZED REQUISITION # _____

VENDOR _____

New Vendor

Established Vendor

DATES OF SERVICE _____

TO _____

not to exceed June 30th of the current fiscal year

PROJECT NUMBER _____

PROJECT NAME _____

MAXIMUM APPROVED BILLINGS

\$ _____

SCOPE OF WORK _____

APPROVALS

THEA PROJECT MANAGER _____

DIRECTOR OF FINANCE _____

Jeff Seward

EXECUTIVE DIRECTOR _____

Joseph Waggoner

VENDOR PROJECT MANAGER _____

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. **All invoices must be sent to AP@tampa-xway.com**

THEA FINANCE DEPARTMENT - INTERNAL USE ONLY

GP VENDOR # _____

FUND _____

GL ACCOUNT # _____

**METHOD OF COMPENSATION
FOR
PROFESSIONAL ENGINEERING SERVICES
THEA CONTRACT No. O-00121-C**

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METHOD OF COMPENSATION
For
PROFESSIONAL ENGINEERING SERVICES
THEA CONTRACT No. O-00121-C

1 **PURPOSE**

This Exhibit defines the limits of compensation to be made to the Consultant for the services set forth in Exhibit "A" or as may be mutually amended, and the method by which payments shall be made. The Consultant's Certified Rate Schedules as set forth in Attachment 1, will be made a part of this Exhibit C.

2 **ASSIGNMENT OF WORK**

- 2.1 The Authority will request Consultant services on an as-needed basis and through the issuance of a Purchase Order. Services to be provided on each project will be initiated and completed as directed by the Authority's Executive Director or his designee.

The Consultant shall be provided an objective for each work assignment or project. Where applicable, Consultant shall prepare a scope of service, anticipated staffing by position ("Job") classification and a man-hour and price proposal based on the rates established in the Certified Rate Schedule in Attachment 1 of this Exhibit C. In the event a change in a personnel position classification is required by the Consultant for performance of the services and is not set forth in the Certified Rate Schedule, such personnel or subconsultant classification may be added to the Certified Rate Schedule by written amendment to the Certified Rate Schedule, if mutually agreed to by both parties.

- 2.2 After negotiations have been completed and a maximum amount is agreed upon for a work activity or project, a Task Order with a purchase requisition number ("Purchase Order") shall be executed by the parties, specifying the work to be done and the agreed maximum compensation.

- 2.3 The applicable multiplier for all Consultant employees providing services under this Agreement shall be the "Multiplier" as shown in Attachment 2 to this Exhibit C for the Consultant and all subconsultants. It is anticipated that there will be only one multiplier used by each of the parties. However, in the event that Consultant employees or subconsultants work in facilities owned or leased by the Authority, the multiplier for such employees or subconsultants shall be adjusted downward to reflect the Authority's burden of overhead associated with such employees or subconsultants. Such adjustments will be agreed to in writing by the Authority and Consultant.

3 **NEGOTIATIONS**

The Authority and the Consultant shall negotiate and establish a maximum amount for each work assignment (the "Maximum Amount"). The basis for establishing the Maximum Amount for each project shall consist of the estimated man-hour effort required for the performance of the services at the approved hourly wage rates by job classification as set forth in the Certified Rate Schedule in Attachment 1 to this Exhibit C.

- 3.1 The maximum amount established for each project shall consist of the following:
- Direct salary and wages, including overtime.
 - Applicable administrative overhead and payroll burden costs.
 - Applicable facilities capital cost of money.
 - Operating margin as a fixed percentage of direct salary costs paid for the professional services described in this Agreement.
 - Expenses covering both project and related contract support.
 - Other applicable items, including subconsultant expenses.

3.2 It shall be the responsibility of the Consultant to ensure at all times that sufficient funding remains within the Maximum Amount established in any Purchase Order(s) to complete authorized services. Changes in the Maximum Amount shall require execution of a Purchase Order amendment(s), subject to Authority Board approval if the associated funding amount will increase the estimated fiscal year total budget amount for the Purchase Order.

4. **COMPENSATION**

4.1 Compensation for Purchase Order(s) will be negotiated either as a limiting amount, lump sum, or as a combination lump sum and limiting amount.

4.2 Direct Salaries and Wages: Subject to the established Maximum Amount of a Purchase Order(s), the Consultant and its subconsultants will receive progress payments for actual direct salaries and wages for time expended by personnel in the performance of authorized work during the billing period. In the event that the Authority and the Consultant agree that the Consultant is to be reimbursed for a specific individual at a rate less than the actual direct salary and wages of the individual, such reduced rate shall be considered the actual direct salary and wage of the individual for purposes of this Agreement. All overtime must be authorized in advance in writing by the Authority. The hourly wage rates contained in the Certified Rate Schedule in Attachment 1 to this Exhibit D are subject to a maximum wage inflation rate adjustment on the contract anniversary date in the amount of 3%. Wage rates may also be changed during the term of this Agreement through written amendment when mutually agreed to by both parties.

4.3 Administrative Overhead and Fringe Benefits: Administrative overhead and fringe benefits costs will be applied to approved salary and wage costs (exclusive of premium overtime) at the combined rates provided in the Certified Rate Schedule in Attachment 1 to this Exhibit D. During the term of this Agreement, Administrative Overhead and Fringe Benefit costs shall not exceed the Consultant's and subconsultant's combined audited rates as shown in Attachment 2 for a Home Office and for Facilities Capital Cost of Money when applied to chargeable salaries and wages. Such rates may be adjusted by written amendment, signed by both parties, and shall apply only to work authorizations or amendments thereto issued subsequent to the date of the written amendment.

4.4 Operating Margin: Operating margin will be applied to approved direct salary costs (exclusive of premium overtime). Such rates shall remain fixed until changed by a written amendment in the form of a revised Exhibit to this Agreement.

4.5 Expenses: The Consultant and/or its subconsultants shall be reimbursed- at their audited home and field office direct expense percentage of their approved direct salary costs as applicable. Expenses shall include, but not be limited to, purchase of materials and parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, delivery

costs, fax costs, mobile phone costs, lease of special facilities, travel expenses, and purchases of other services (subcontracts), and/or items as approved by the Authority. During the term of this Agreement, Direct Expense costs shall not exceed the Consultant's and subconsultants audited rates as in Attachment 2 when applied to charged salaries and wages.

- A. **Loaded Billing Rates:** The Consultant and/or its subconsultants will be compensated for these services based on the rates provided in the Rate Schedule. No multipliers will be applied to these rates. Payment for such services will be based on approved time incurred or units delivered during the billing period. Loaded billing rates in the Rate Schedule are not subject to a wage inflation rate adjustment but may be changed during the term of this Agreement through written amendment or Purchase Order authorizations when mutually agreed to by both parties.
- B. The Consultant shall take all reasonable steps to acquire all goods and services subject to reimbursement by the Authority under this Agreement on a tax-free basis pursuant to the Authority's tax-exempt status.
- C. **Non-Compensable Time.** Time spent by the Consultant's employees or subconsultants to perform services or functions capable of being carried out by other subordinate personnel with a lower hourly rate shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by the Consultant's personnel or subconsultants in an administrative capacity not related to the performance of the services shall not be compensable.

5. **INVOICING PROCEDURE**

The Consultant will be eligible for progress payments under this Agreement at intervals not less than monthly or when individual Purchases or mileposts defined in this Agreement are completed or reached.

- 5.1 **Monthly Invoices:** Monthly invoice will be prepared and submitted by the Consultant in accordance with the provisions set forth in Section 4 of the Agreement.
- 5.2 **Final Invoice:** If requested by the Authority, the final invoice for this Agreement or any Purchase Order issued thereon will be accompanied by a certified job cost summary report generated by the Consultant's accounting system. The report will include at a minimum the total number of hours and salary cost actually charged to the project, the total direct expense, the total miscellaneous direct expense, and total subconsultant cost charged to the project. Within thirty (30) days after receipt of final payment, the Consultant will submit a final subconsultant payment report.

6. **PROJECT CLOSEOUT**

- 6.1 **Final Audit:** If requested, the Consultant will permit the Authority to perform or have performed an audit of the records of the Consultant and any or all subconsultants to support the compensation paid the Consultant. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Consultant under this Agreement are subsequently properly disallowed by the Authority because of accounting errors or charges not in conformity with this Agreement, the Consultant agrees that such disallowed amounts are due to the Authority upon demand. Further, the Authority will have

the right to deduct, from any payment due the Consultant under any other contract, any amount due the Authority.

- 6.2 Certificate of Completion: A Certificate of Completion will be prepared for execution by both parties stating the total compensation due the Consultant, the amount previously paid, and the difference. Upon execution of the Certificate of Completion, the Consultant will either submit a termination invoice for an amount due or refund to the Authority for the overpayment, provided the net difference is not zero.

[END OF DOCUMENT]

ATTACHMENT 1

RATE SCHEDULES [TO BE INSERTED]

Attachment 1 ~ Contract O-00121-C

THEA 2021 Project Multipliers										
	FDOT Audit Date	Home Office Overhead %	Home Office Direct Expense %	Field Office Overhead %	FCCM	Field Office Direct Expense %	Negotiated Home Office Operating Margin	Negotiated Home Office Multiplier	Negotiated Field Office Operating Margin	Negotiated Field Office Multiplier
021 GEC Continuing Services										
acobs	3/20/2021	109.34%	7.31%	85.38%		11.40%	40.00%	2.4934		1.8538
ccounting & Consulting Professionals LLC	4/28/2021	82.36%	7.52%				40.00%	2.2236		
merican Acquisition Group, LLC	5/20/2021	138.49%	13.41%	86.94%		2.43%	37.00%	2.7549		
merican Government Services	8/19/2020	Billing Rates								
ECOM	3/23/2021	130.70%	8.06%	107.10%		11.10%	38.00%			
rehna	7/8/2021	160.94%	3.66%		0.947%		31.00%	2.9289	cf	
urgess & Niple, Inc.	5/25/2021	188.00%	7.16%		0.389%		25.00%	3.1339		
arth Resources, Inc.	7/2/2020	167.50%			0.000%		27.00%	2.9450		
chezabel & Associates, Inc.	6/29/2021	163.30%	22.82%		0.504%		26.00%	2.8980		
CHO UES, Inc.	7/2/2021	118.99%	3.92%		0.791%		39.00%	2.5878		
Novo Partners, LLC	7/12/2021	202.00%	0.00%				28.00%	3.3000		
Rooks & Assoc., LLC	6/30/2021	175.27%	9.08%		1.471%		28.00%	3.0474		
HC Environmental	6/25/2021	145.00%	9.84%		2.500%		33.00%	2.8050	39.00%	1.4150
atel, Greene & Associates, LLC	6/24/2021	162.34%	0.28%	131.66%	1.195%	0.00%	32.00%	2.9554		
K&K	9/22/2020	146.06%	2.83%	115.87%	0.046%	18.89%	34.00%	2.8011		
tantec	6/24/2021	152.26%	12.55%	111.69%	0.318%	5.61%	31.00%	2.8358		
IBE	7/2/2021	150.71%	1.09%	128.49%	0.393%	0.00%	34.00%	2.8510		
olkert	6/21/2021	152.21%	4.71%	125.44%	0.311%	10.60%	39.00%	2.9152	35.00%	2.6075

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Enterprise Management System
 County: Hillsborough
 THEA Contract Number: O-00121-C
 TWO No.: 001

Consultant Name: Jacobs Engineering Group
 Consultant No.:
 Date: 1/31/2023
 Estimator: **Nathan West**

Staff Classification	Total Staff Hours From "SH Summary -	Chief Engineer	Meeting Facilitator	Sr. System Analysts	Secretary/ Clerical	System Analyst 1	System Analyst 2	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	774	40	30	344	50	155	155	0	0	0	0	0	0	774	\$180,246	\$232.88
Total Staff Hours	774	40	30	344	50	155	155	0	0	0	0	0	0	774		
Total Staff Cost		\$12,092.00	\$8,202.30	\$94,600.00	\$3,500.00	\$36,598.60	\$25,252.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$180,245.50	\$232.88

Check = \$180,245.50

SALARY RELATED COSTS:																\$180,245.50	
SUBTOTAL ESTIMATED FEE:																	\$180,245.50
Subconsultant:	Enter Name Sub 1																\$0.00
Subconsultant:	Sub 2																\$0.00
Subconsultant:	Sub 3																\$0.00
Subconsultant:	Sub 4																\$0.00
Subconsultant:	Sub 5																\$0.00
Subconsultant:	Sub 6																\$0.00
Subconsultant:	Sub 7																\$0.00
Subconsultant:	Sub 8																\$0.00
Subconsultant:	Sub 9																\$0.00
Subconsultant:	Sub 10																\$0.00
Subconsultant:	Sub 11																\$0.00
Subconsultant:	Sub 12																\$0.00
SUBTOTAL ESTIMATED FEE:																	\$180,245.50
Optional Services																	\$0.00
GRAND TOTAL ESTIMATED FEE:																	\$180,245.50

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

Report month: March 2023

Project Manager	Firm	Description of Services	Contract Effective Date	Contract Expiration Date	Term of Contract (Years)	Bid / Renew / End
Bob	Calvin, Giordano & Associates	MISCELLANEOUS TRAILS, PARKS & COMMUNITY ENHANCEMENT SERVICES	9/1/2020	9/1/2023	3 years; 2 optional 1 year renewal. Extend until 9/1/2024	First renewal
Brian	Kisinger Campo & Associates, Corp (KCA)	MISCELLANEOUS DESIGN & CONSTRUCTION ENGINEERING INSPECTION (CEI)	9/1/2020	9/1/2023	3 years; 2 optional 1 year renewal. Extend until 9/1/2024	First renewal
Brian	KCI Technologies, Inc.	MISCELLANEOUS DESIGN & CONSTRUCTION ENGINEERING INSPECTION (CEI)	9/1/2020	9/1/2023	3 years; 2 optional 1 year renewal. Extend until 9/1/2024	First renewal
Bob	RS&H Inc.	MISCELLANEOUS PLANNING & TRAFFIC SERVICE	9/9/2019	9/9/2022	3 years; 2 optional 1 year renewal. Extension until 9/9/2023	Second renewal
Bob	Yunex, LLC	MISCELLANEOUS EMERGING TECHNOLOGY SERVICES	9/6/2019	9/6/2022	3 years; 2 optional 1 year renewal. Extension until 9/6/2023	Second renewal