



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

**April 22, 2024 - 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 (10) copies for the Authority Board members and staff. Any person who decides to appeal any decisions of the Authority concerning 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 26, 2024, Board Meeting and the March 11, 2024, Workshop**

**B. Approval of Potential Board Member Travel**

May TEAMFL – Coral Gables - \$1350

July FBT/TEAMFL – West Palm - \$1350

**IV. Discussion/Action Items**

**A. Planning & Innovation, John Weatherford, Committee Chair – *Bob Frey, Director***

**1. GIS Consultant Support from ESRI**

**Purpose:** This task will provide spatial analysis support in establishing a THEA GIS system to analyze data for operations, safety, and key performance indicators of the agency. The product will be a plan to integrate existing data flows with spatial information and make data available to THEA staff and Board members.

**Funding:** Capital Budget - \$137,325

**Action:** Request the Board to authorize the executive director to execute a task order with ESRI to accomplish GIS system integration in an amount not to exceed \$137,325

## **2. Whiting Street PD&E Final Approval**

**Purpose:** The Tampa Hillsborough Expressway Authority has completed the PD&E study for the Whiting Street project, which:

- Outlines corridor characteristics
- Evaluates impacts
- Informs proposed mitigation strategies
- Confirms there are no disproportionate impacts

**Action:** Request the Board to accept the Whiting Street Project PD&E Study.

## **3. Adoption of Resolution 674 – Whiting Street Improvement Project**

**Purpose:** Pursuant to Florida Statutes, Section 348.68, THEA shall, by resolution, determine the route or routes of the Expressway System. Resolution 674 accepts the Whiting Street PD&E by the Authority and approves the alignments described therein.

**Action:** Request the Board adopt Resolution 674 approving the Whiting Street route.

## **B. Operations and Engineering – *Judith Villegas, Engineering Project Manager***

### **1. CEI - East Selmon Resurfacing from 78th Street East to Falkenburg Road**

**Purpose:** To engage the services of a CEI consultant to perform field engineering and testing for the contract work called for in the resurfacing improvements from 78th Street East to Falkenburg Road on the eastern portion of the Selmon Expressway with design and construction efforts approved by the Board at the February 26, 2024, Board Meeting. Negotiations were conducted and finalized with Consor Engineering selected previously (August 26, 2019, Board meeting) for task-driven contracts for minor design and CEI projects.

**Funding:** Capital Budget - \$294,407

**Action:** Request the Board to authorize the Executive Director to execute a task order with Consor Engineering for \$294,407 to provide CEI services for the East Selmon Resurfacing from 78<sup>th</sup> Street East to Falkenburg Road.

### **2. Straddle Bent Crack Sealing – Contractor Selection**

**Purpose:** To provide all the labor, materials, equipment, and incidentals necessary to clean, crack seal, and waterproof the 13 straddle bents supporting parts of the REL.

**Funding:** Capital Budget - \$208,811

**Action:** Request the Board

- a. Approve the selection of the lowest bid from Razorback, LLC in the amount of \$208,811 for cleaning, crack filling and waterproofing the 13 straddle bents supporting portions of the REL.

Firm	Amount
Razorback, LLC	\$ 208,811
M&J Construction	\$ 773,753
Titan Civil Construction	\$1,050,685

- b. Authorize and direct staff to negotiate a contract with the lowest responsible bid firm. The contract is subject to review and approval of THEA General Counsel.

**3. CEI – Straddle Bent Sealing**

**Purpose:** To engage the services of a CEI consultant to perform field engineering and testing for the contract work called for in the Straddle Bent Sealing Project to be constructed by Razorback, LLC. The construction work is an agenda item for this meeting. Negotiations were conducted and finalized with Consor Engineering selected previously (August 26, 2019, Board meeting) for task-driven contracts for minor design and CEI projects.

**Funding:** Capital Budget - \$92,924

**Action:** Request the Board to authorize the Executive Director to execute a purchase order with Consor Engineering for \$92,924 to provide CEI services for the Straddle Bent Sealing Project.

**4. THEA Headquarters Roof Replacement – Contractor Selection**

**Purpose:** To provide all the labor, materials, equipment, and incidentals necessary to replace the THEA headquarters roof, which was constructed in 2007.

Patching was completed as part of the building renovations in 2021, but leaking persists during major rainstorm events.

**Funding:** Capital Budget - \$192,950

**Action:** Request the Board

- a. Approve the selection of the lowest bid from CMM Roofing in the amount of \$192,950 for the removal and replacement of the THEA headquarters roof.

Firm	Amount
Allied Roofing, Inc.	\$361,460
CMM Roofing, Inc.	\$192,950
Service Works Commercial Roofing, LLC	\$298,444
Quality Roofing, Inc.	\$389,000

- b. Authorize and direct staff to negotiate a contract with the lowest responsible bid firm. The contract is subject to review and approval of THEA General Counsel.

**5. Reimburse Coca-Cola for the Construction of Upgrades at the Expressway Eastbound Exit at US 301 – not to exceed \$2,544,660**

**Purpose:** To reimburse Coca-Cola for the construction of additional turning movement capacity and safety upgrades to the Expressway’s US 301 eastbound exit. These improvements complement the work Coca-Cola must do to comply with their agreement with FDOT for increased access to their production plant at the Southwest corner of the Expressway and US 301. By having Coca-Cola complete the construction work, THEA will save time and money and ensure that the expressway improvements blend seamlessly with the Coca-Cola civil work. All work is within THEA right-of-way and solely benefits THEA’s customers.

Project Total	\$3,049,289
Design	\$ 504,629*
Construction	\$2,544,660

\*Approved at the February 26, 2024, Board meeting at a not-to-exceed amount of \$552,800.

**Funding:** Capital Budget – Not to exceed \$2,544,660

**Action:** Request the Board to authorize the Executive Director to execute an agreement with Coca-Cola Florida and a purchase order to reimburse for the construction of capacity and safety improvements at the Expressway eastbound exit to US 301 for a not-to-exceed amount of \$2,544,660.

## 6. Webber Infrastructure Management – Six-Month Contract Extension

**Purpose:** Extend existing contract O-00617 with Webber Infrastructure Management, from July 1, 2024, through December 31, 2024, to continue the contract requirements for maintaining all highway and bridge assets listed in the contract. The cost for this extension is \$1,171,948.62. The present contract expires on June 30, 2024. The new procurement for these services will not be completed until late calendar year 2024 and will be extended by an amendment. The cost of this extension is an increase over the existing contract reimbursement by \$188,773.20 due to the annual 3% increase embedded in the contract for each year’s extension and the extraordinary number of bridge repairs that are due in that six-month period (427 vs historic 46).

**Funding:** FY25 Operations and Maintenance - \$1,171,948.62

**Action:** Request the Board to authorize the Executive Director to sign a task order with Webber Infrastructure Management, to extend contract O-00617 six months past June 30, 2024, for \$1,171,948.62 to continue maintaining THEA’s highway and bridge assets as described in contract O-00617 over that six-month period.

## C. Toll Operations – *Tim Garrett, Interim Director*

### 1. Operational Back-Office System Support Increase

**Purpose:** To utilize additional services from Gannett Fleming and RS&H to support the procurement of the Operational Back Office Procurement. The services include updating the procurement documents to allow for a mixture of on-premises and in-cloud solutions from prospective proposers including an updated engineers estimate, supporting an industry forum, supporting response to proposers’ questions and answers, support for contractor demonstrations/oral technical presentations during the procurement and preparation of any required addendums.

**Funding:** Capital Budget - \$315,763

**Action:** Request the Board to authorize the Executive Director to execute a new purchase order with Gannett Fleming for \$217,290 and a new purchase order to RS&H for \$98,473 to provide additional services in the support of the Operational Back Office Procurement through contracting of the Operational Back Office Contractor.

## D. Budget and Finance – *Jeff Seward, Director*

### 1. Revenue Sufficiency Resolution 673

**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, 2025.

**Action:** Request Board approval of Resolution No. 673 making a positive determination regarding the sufficiency of Net System Revenues pursuant to its Master Bond Resolution.

## 2. Investment Advisory Services

**Purpose:** To procure professional services to provide investment advisor services for portfolio management of THEA’s operating bond funds, debt service, and capital funds.

On March 18<sup>th</sup>, 2024, six proposals were received in response to the Investment Advisory Services Request for Qualifications. The Evaluation Committee Members have scored the proposals and listed below is the final ranking based on the Evaluation Committee’s scoring:

Firm	Rank
Chandler Asset Management Inc	2
Deep Blue Investment Advisors	5
Hilltop Securities Asset Management LLC	3
Meeder Public Funds	6
Public Trust Advisors	1
Ramirez Asset Management	4

**Action:** Authorize and direct staff to negotiate and execute a contract with the highest-ranked firm. If negotiations are unsuccessful, staff shall negotiate with the next highest-ranked firm. Contract is subject to review and approval of THEA General Counsel.

## V. Team Reports

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

B. Toll Operations – *Tim Garrett, Interim Director*

C. Strategy, Communications & Community Engagement– *Keisha Boyd, Director*

## **VI. Executive Reports**

A. Executive Director – *Greg Slater, Executive Director*

- 1. Contract Renewals and Expirations**
2. Director's Report

B. General Counsel – *Amy Lettelleir*

C. Chairman – *Vincent Cassidy*

### **1. Upcoming Meetings**

- Board Workshop – May 6, 2024
- Board Meeting – May 20, 2024
  
- Board Workshop – June 10, 2024
- Board Meeting – June 24, 2024

**VII. Old Business**

**VIII. New Business**

**IX. Adjournment**

### III. A. Approval of Minutes



Tampa-Hillsborough County Expressway Authority  
Minutes of the February 26, 2024, Board Meeting  
1104 E. Twiggs Street  
Tampa, FL 33602

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The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on February 26, 2024, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

**ATTENDANCE**

**Board:**

Vincent Cassidy, Chairman  
Bennett Barrow, Vice Chairman  
John Weatherford, Secretary

FDOT District Secretary David Gwynn  
Mayor Jane Castor  
Commissioner Donna Cepeda

**Staff:**

Greg Slater  
Amy Lettelleir  
Jeff Seward  
Bob Frey  
Brian Pickard  
Keisha Boyd  
Shari Callahan  
Tim Garrett  
Charlene Varian

Lisa Pessina  
Shannon Bush  
Toni Nhlapo  
Brian Ramirez  
Gary Holland  
Anna Quinones  
Frederick Pekala  
Judith Villegas  
Szabina Szenassy

**Others:**

Christina Matthews, WSP  
Jennifer Clifford, WSP  
Auden Kaehler, WSP  
Brent Wilder, PFM  
Rich Tilley, CDM Smith  
Snehal Ambare, CDM Smith  
Hope Scarpinato, PFM  
Tom Delaney, Atkins  
Steve Ferrell, HDR  
Matthew Sansbury, RBC  
Rick Patterson, Raymond James  
Len Becker, HNTB  
Alex Bourne, RS&H  
Tim Schock, Parsons  
Stefanie McQueen, HDR  
Randy Miner, GPI

Bill Howell, Lochner  
Joseph Stanton, NMRS  
Marty Millburg, Ardaman  
David Hubbard, Wey Engineering  
John Generalli, Wells Fargo  
Henry Queen, TBBJ  
Sarah Lesch, Playbook  
Christina Matthews, WSP  
Hector Martinez, MITRE  
Brad Lang, Infotect  
Josue Mazariegos, Infotect  
Steve Williams, Infotect

## **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**

There was no public comment.

## **Consent Agenda**

### **Approval of the Minutes from the January 22, 2024, Board Meeting**

### **Video Wall Upgrade Project - \$941,605.15**

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

*The motion passed unanimously.*

## **Discussion/Action Items**

### **Planning & Innovation, John Weatherford, Committee Chair – Bob Frey, Director**

### **Approval of Whiting Street Project Development and Environmental (PD&E) Study Staff Recommended Preferred Alternative**

Mr. Frey provided an update on the consensus-modified preferred alternative for the Whiting Street PD&E Study that resulted from the City's request to revisit the preferred alternative. THEA has worked with the city and consultants. Based on those meetings, input, and analysis, staff recommends consensus-modified alternative 2 as the preferred alternative. Mr. Frey discussed the changes, components, and benefits of consensus-modified preferred alternative 2.

Chairman Cassidy asked if the exit ramp would have its own lane on Florida Avenue. Mr. Frey replied in the affirmative.

Mr. Frey requested the Board to approve consensus-modified alternative 2 and direct staff to complete the Whiting Street PD&E Study.

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

Chairman Cassidy asked the Mayor if she had any comments. Mayor Castor thanked the Board for allowing a more in-depth look at how this impacts the entire area. She pointed out that reconfiguring the exit ramps not only saves land but more importantly looks at the future of our traffic flow and congestion. The city is growing rapidly and congestion is a problem. She thanked everyone for considering the overarching plan for movement in the city.

Chairman Cassidy agreed and thanked Mr. Frey and his team. He asked for confirmation that Whiting Street would go all the way through to Channelside Drive. Mr. Frey noted it will go to Meridian Avenue and then there will be an offset to the existing Whiting Street that goes to Channelside Drive. The Chairman clarified that motorists could get off of Whiting and then get into Ybor by crossing through and getting onto Channelside Drive. Mr. Frey concurred.

Mr. Slater added that some of the changes we have made, including eliminating all the free right turns and using that protected bike lane, resulted in a much better solution.

***The motion passed unanimously.***

### **Emerging Tech**

Mr. Frey updated the Board on the Emerging Tech procurement, noting that the evaluation committee had interviewed nine of the ten firms that submitted an RFP to provide professional support to THEA for the analysis, design, and deployment of emerging technology. He requested the board approve the evaluation committee's recommendation to accept the top five ranked firms: Southwest Research Institute, Deloitte Consulting, The MITRE Corporation, HNTB Digital Transformation Solutions, and CDM Smith, and to authorize and direct staff to negotiate and execute a contract with each firm. Contract execution is subject to final review and approval of THEA General Counsel.

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

***The motion passed unanimously.***

## **Operations and Engineering – Brian Pickard, P.E., Director**

### **THEA Headquarters Generator Replacement**

Mr. Pickard presented an item to replace the generator at THEA Headquarters. The project includes all the labor, materials, equipment, and incidentals necessary to replace the existing generator that provides emergency power to THEA Headquarters, as well as the disposal of the existing generator and all attachments.

The requested board action is to approve the selection of the lowest bid from Accurate Power and Technology, Inc., in the amount of \$170,000.59 from the capital budget, and to authorize and direct staff to negotiate and execute a contract with the lowest bid firm. If negotiations are unsuccessful, staff shall negotiate with the next lowest bid firm. The contract is subject to final review and approval of THEA General Counsel.

<b>Firm</b>	<b>Bid Amount</b>
Accurate Power and Technology, Inc.	\$170,000.59
CJ's Sales and Service of Ocala, Inc.	\$234,453.00
Santa Fe Power Solutions, Inc.	\$202,627.05
Zabatt Engine Services, Inc.	\$213,058.38

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

Chairman Cassidy asked if the equipment was the same for all four vendors who submitted bids. Brian responded in the affirmative.

Mayor Castor asked about the age of the current generator. Mr. Pickard noted it was installed in 2007.

***The motion passed unanimously.***

### **Construction, Engineering, and Inspection (CEI) for the Office Modifications and Video Wall Replacement Projects – KCI Technologies, Inc. - \$147,999**

Mr. Pickard presented a procurement for the services of a CEI consultant to perform field engineering and testing for the Video Wall Design-Build and Office Modification projects. He pointed out that negotiations were previously conducted with KCI for task-driven contracts for minor design and CEI projects (August 26, 2019, Board meeting).

He requested the Board to authorize the Executive Director to execute a task order with KCI for \$147,999, from the capital budget, to provide CEI services for the Video Wall Design-Build and Office Modification projects.

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

***The motion passed unanimously.***

### **Change Order to contract with C.W. Roberts Contracting, Inc. - \$215,494**

Mr. Pickard presented an item to reimburse C.W. Roberts for the design and construction of the mill and overlay of the eastbound 78<sup>th</sup> Street off-ramp. Potholes have recently formed, and the entire ramp needs to be upgraded. He requested the Board to authorize the Executive Director to sign a change order to C.W. Roberts Contracting in the amount of \$215,494, to come from the capital budget, for milling and paving the eastbound 78<sup>th</sup> Street off-ramp.

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

Chairman Cassidy asked for clarification on the change order. Mr. Pickard noted that this is an ongoing, active project. Mr. Slater clarified that the ramp project was added to an existing resurfacing project with C.W. Roberts.

***The motion passed unanimously.***

### **East Selmon Resurfacing from 78<sup>th</sup> Street East to Falkenburg Road**

Mr. Pickard presented a related item to procure a designer and a contractor to construct resurfacing improvements from 78<sup>th</sup> Street East to Falkenburg Road on the eastern portion of the Selmon Expressway to remove and replace pavement that is showing signs of cracking and delamination.

He requested the Board to delegate authority to approve the selection of the designer and the contractor through the procurement of the work to the Executive Director and authorize the Executive Director to negotiate and execute a contract with the selected designer and contractor to design and construct the resurfacing improvements from 78<sup>th</sup> Street East to Falkenburg Road on the Selmon Expressway. Contract execution is subject to final review and approval of THEA General Counsel.

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

***The motion passed unanimously.***

### **Reimburse Coca-Cola for the Design of Upgrades at the Expressway Eastbound Exit at US 301 – not to exceed \$552,800**

Mr. Pickard's final item was for Board approval to reimburse Coca-Cola to complete the design of additional turning movement capacity and safety upgrades to the Expressway's US 301 eastbound exit. The work complements the added work Coca-Cola must do to comply with their agreement with FDOT for increased access to the production plant at the southwest corner of the Expressway and US 301. This will save THEA time and money and ensure that the construction blends seamlessly with the civil work done by Coca-Cola.

He requested the Board to authorize the Executive Director to execute an agreement with Coca-Cola Florida and a purchase order to reimburse for the design of capacity and safety improvements at the Expressway eastbound exit to US 301 for a not to exceed amount of \$552,800 from the capital budget.

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

***The motion passed unanimously.***

## **Staff Reports**

### **A. Operations & Engineering – *Brian Pickard, P.E., Director***

Mr. Pickard provided an update on the East Selmon Paving Project. The present contract amount is \$7,887,297 and the percentage of contract earned is 6%. He added that the contract end date is June 2024, and they are at 38% contract time.

Next, he provided an update on the THEA Railroad Track Removal Project, noting that the present contract amount is \$2,710,650, with 71% of the contract earned. The projected contract end date is April 2024, and Kimmins is currently at 79% of the contract time. He showed photos of the progress, including the historical marker that was installed.

### **B. Planning & Innovation – *Bob Frey, Director***

Mr. Frey introduced Auden Kaehler from WSP to provide an update on the pre-feasibility analysis of public charging stations and charging technology. Mr. Kaehler

reviewed charging infrastructure and the factors that impact decisions, such as charger types, charge time factors, site layout, and configuration.

Chairman Cassidy asked if this example incorporates some of the alternative uses for underneath the expressway. Mr. Kaehler noted that this is a sample and that solar panels under the expressway would not necessarily generate a great deal of power, but it would be a similar layout for some of the other sites.

Mr. Weatherford asked Mr. Kaehler for his thoughts on the initial state of Tampa Bay relative to charging stations. Mr. Kaehler showed some of the parcels owned by THEA and existing charging stations. As far as adoption of EVs, there has been a plateau and a more conservative growth rate of EV penetration in the market.

Mr. Kaehler then discussed the evaluation criterion for site locations, which included physical site characteristics, market demand potential, funding potential, and competitive landscape.

He then showed a site evaluation matrix summary depicting 19 sites that met all of the basic requirements. Finally, Mr. Kaehler gave an overview of the financial model, including inputs and outputs, along with summary results. He noted the following key takeaways and next steps:

- Continue to monitor the EV market trends and adaptation rates
- Prepare a detailed evaluation of identified locations
- Consider site configuration and number of Level 2 or DCFC
- Consider project delivery options to reduce risk exposure
- Identify funding opportunities to offset upfront capital investment costs

Chairman Cassidy asked if we have any peers who have already undertaken this installation. Mr. Frey responded in the affirmative. The Chairman asked if THEA has looked into the economics of those existing initiatives. Mr. Frey explained that we have not yet, we have only looked at our system.

Chairman Cassidy inquired if the customers who use our roadway are asking for this.

Mr. Slater responded that they have not, adding that our main focus today is to make sure that as the percentage of those fleets starts to increase, we have those options for our customers.

Chairman Cassidy asked for clarification on the aforementioned Federal tax incentives. Mr. Kaehler explained that any vendor that we would hire through the procurement process would be eligible for those incentives.

Finally, the Chairman asked if we envisioned customers leaving the roadway to charge their vehicles and potentially being charged a toll twice. Mr. Slater responded in the negative, stating that there are some interesting use cases for things like our west and east toll plazas and those types of facilities. He also noted that THEA is currently working on putting a charger in the dog park and our side parking lot – creating

opportunities in areas where there is a lot of demand, which was in partnership with TECO.

**C. Budget & Finance – *Jeff Seward, Director***

Mr. Seward provided THEA's financial information for July 1, 2023 – December 31, 2023. For the period reported, toll revenue was at 47.7%, which does not take into account the additional \$2.2M that we did not collect due to Hurricane Idalia, adding that if you were to add that \$2.2M back in, we are right around 49.8%. Mr. Seward noted that expenditures are right around 50.0%. He pointed out that last year we moved some activities from the capital budget to the operating budget and, in doing so, we knew that those would end up being higher than what we budgeted, but we would true it up as we move into the budget discussions for FY 2025. This is why you see the percent of total budget expended. This is not a surprise and is a direct result of moving those activities over to the operating budget. The remainder of our General & Administrative Expenses are on target and investment income is at 63.0%.

**D. Toll Operations – *Tim Garrett, Interim Director, Toll Operations***

Mr. Garrett gave a presentation on the life of a toll transaction, from the roadside to our Operational Back Office. He began with THEA's roadside system where transponders are read or license plate images are captured and a transaction is created. The transponder transactions could go to local toll agencies in Florida, and video transactions could be recognized immediately through Optical Character Recognition (OCR) software, or staff conduct a manual image review of the license plate images.

THEA's host/Operational Back Office (OBOS) keeps track of all transactions. It receives transactions from the roadside system, sends transactions to get processed, and receives information on the status of each transaction. The OBOS also provides transactional reporting and business intelligence for THEA Tolls.

Mr. Garrett further explained that all license plate transactions and all E-ZPass transponders are processed by CFX first. Florida Turnpike's Centralized Customer Service System (CCSS) processes all Florida, Georgia, and Central Hub transponders; all remaining license plates after CFX processing; completes Registered Owner of Vehicle (ROV) identification for license plates and sends out up to 2 Toll-By-Plate invoices.

Finally, THEA's contracted collection agency pursues the debt after unpaid tolls are returned from the CCSS. Customers with a Florida license plate who owe more than \$3.50 will have a hold placed on their vehicle's registration – a customer cannot re-register the vehicle until they pay the tolls that are due.

Mayor Castor asked how THEA gets updated information when someone changes their license plate. Mr. Garrett explained if they change the plate number they can get away from the process, so it is one of the few loopholes that are there.

Mr. Slater noted the importance of this presentation is that some of these workflows are being simplified now that we are replacing the system.

**E. Strategy, Communications & Community Engagement**– *Keisha Boyd, Director*

Ms. Boyd provided updates on THEA in the Media and THEA in the Community. There were fifteen15 media hits last month including ABC Action News, Osprey Observer, and Syndicated News.

In the community, we were out and about in the city. She served as a judge for the Urban Excellence Awards, several staff participated in the American Heath Association Circle of Red event, the Heart & Soul weekend, the Bocce Ball tournament at the Cuban club, the annual USF Bridge Builder competition, and Greg was a presenter at the Air Refueling Wing Awards ceremony.

**Executive Reports**

**Executive Director** – *Greg Slater, Executive Director*

**Contract Extensions and Expirations** – Mr. Slater reported the contract with Atkins Global for Miscellaneous Toll Operations Support Services is up for its first one-year renewal.

**Director’s Report** – Mr. Slater reported that THEA has been working with the city on safety improvements at the Morgan Street off-ramp after a series of crashes associated with people making the prohibited left turn towards Amalie Arena.

Kimmins is currently repaving the Greenway along Meridian where the railroad tracks used to be, but we will also begin a restriping effort in the next couple of months to enhance the wayfinding along the greenway.

Finally, Mr. Slater updated the Board on the discussions associated with the merging of the Hillsborough, Pinellas, and Pasco TPOs. Based on discussions, the Port and the Airport are being considered the top regional members while THEA is currently being considered part of the Hillsborough allocation. He will continue to update the board as talks progress.

**General Counsel** – *Amy Lettelleir*

No Report.

**Chairman** – *Vincent Cassidy*

**Upcoming Meetings**

- Board Workshop – March 11, 2024
- Board Meeting – March 25, 2024

**Old Business** – None.



**New Business** – None.

**Adjournment** – The meeting adjourned at 2:25.

**APPROVED:** \_\_\_\_\_

**Chairman: Vincent Cassidy**

**ATTEST:** \_\_\_\_\_

**Vice Chairman: Bennett Barrow**

**DATED THIS 22nd DAY OF APRIL 2024.**

Tampa-Hillsborough County Expressway Authority  
Minutes of the March 11, 2024, Board Workshop  
1104 E. Twiggs Street  
Tampa, FL 33602

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The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on March 11, 2024, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

**BOARD:**

Vincent Cassidy, Chairman  
Bennett Barrow, Vice Chairman  
John Weatherford, Secretary  
Commissioner Donna Cameron Cepeda, Member  
FDOT District 7 Secretary David Gwynn, Member

**STAFF:**

Greg Slater	Julie Aure
Amy Lettelleir	Toni Nhlapo
Bob Frey	Szabina Szenassy
Brian Pickard	Brian Ramirez
Jeff Seward	Charlene Varian
Keisha Boyd	Chaketa Mister
Shari Callahan	Lisa Pessina
Shannon Bush	Judith Villegas
Tim Garrett	

**OTHERS:**

Eryn McVerry, Maryn & Co.	Joe Stanton, Nelson Mullins
Sally Dee, Playbook	Darren Morse, SPP
Campbell McLean, Gray Robinson	Jason Accardi, 717
Kathy Chen, Ernst & Young	Gabriella Accardi, 717
Daniel Edwards, Ernst & Young	Jim Drapp, HNTB
Jona Scher, Earnst & Young	Robbie Carver, Ernst & Young

Chairman Cassidy called the meeting to order at 1:30 pm.

Mr. Slater provided an overview of what the board can expect from today's workshop. We have two presentations to share – one on the Marketing and Communications Strategic Plan and the other on the results of the Real Estate analysis. First, we will hear from Keisha and Eryn, followed by the Ernst & Young team, who will walk us through THEA's real estate asset analysis.

Chairman Cassidy, speaking specifically to real estate, asked that board members consider what “best” means to them as stewards of the organization as they listen to these presentations, and he encouraged the board to think ahead 60—one hundred years. He referred back to something Mr. Barrow said – that we are the gateway to Ybor.

Mr. Slater turned the meeting over to Ms. Boyd, who briefly discussed the efforts that went into the strategic communications plan and then introduced Ms. Eryn McVerry of Maryn & Co. to discuss the strategy.

Ms. McVerry began with a little background about herself and discussed the purpose of the process, which was to identify marketing communications strategies to establish THEA’s position as a leading transportation in the minds of the region and beyond, as well as elevate THEA’s marketing and communication to more effectively engage residents, businesses, and employees while informing and including them moving forward.

She touched on the process of setting ourselves up for success and what we have done to date, for example, they held an Executive Workshop, as well as created a roadmap and aligned it with the Strategic Blueprint. They also created a 5-year Marketing & Communications strategy and developed KPIs.

She reviewed the overarching goals of the Strategic Blueprint and how Marketing & Communications supports those goals – by humanizing and elevating the THEA brand; enhancing THEA’s reputation as a global leader; and reinforcing THEA’s commitment and investment in the region.

Next, she reviewed the strategic framework and the newly created strategies and objectives, followed by the creation of initiatives and outputs such as brand engagement, communications, and partnerships. She moved on to discuss brand engagement objectives and initiatives and explained how each initiative is aligned with the Strategic Blueprint.

Chairman Cassidy asked if customers are defined differently from someone who pays a toll.

Ms. McVerry explained that customers are those using the roadways, but we also have consumers.

Mr. Slater added that there are a lot of people we interact with regularly who may not be using the toll road today, for example, the kids who walk under the expressway to get to school.

Mr. Weatherford mentioned potential charging station customers.

Mr. Slater added the community as a whole could be considered customers.

Chairman Cassidy pointed to tenants as customers.

Ms. Dee noted it is about the brand and how we interact with the community.

Ms. McVerry moved on to the visibility matrix. What types of co-op engagements/partnerships look like?

She discussed partnerships and the questions we should be asking, such as: Are we engaging with the right people, do we do a partner survey, do we know what our perception is out in the marketplace?

Ms. McVerry discussed brand purpose (THEA's Why), noting that brand purpose defines and unites you; it represents the motivation behind our existence and inspires a sense of purpose; discovering our "why" lets us connect with customers on a more meaningful level; finally, our purpose should act as our north star – aligning purpose with action. She briefly talked about employees' influence on THEA's purpose and some of the opportunities identified, such as greater aspirational thinking; capitalizing on new leadership/vision; and clarity on employees' role in the purpose.

Ms. McVerry pointed out that the employee survey showed that employees believe in having a purpose and have a sense of pride. We were able to get at a brand purpose based on this input. We are looking at "Enrich lives by connecting communities" as our purpose.

Mr. Slater talked about the power of a purpose.

Chairman Cassidy questioned if every employee who works at THEA will know and be able to tell their role in enriching lives by connecting communities.

Ms. McVerry noted that employees need to be considered an audience and the way we bring them along also needs to be considered.

Ms. McVerry discussed the four pillars that support bringing THEA's purpose to life:

- Community – continuous enhancements, increased economic development, credible partnerships
- Investment – notable infrastructure improvements, positive economic impact, growth of region
- Innovation – leading the way, continuous enhancements, growth of region
- Reliability – continuous enhancements, value of time and trust, fueling opportunities to connect

and how those pillars feed into our messaging framework

- Purpose – Enrich lives by connecting communities
- Mission – Deliver safe, reliable and financially sustainable transportation service while reinvesting customer-based revenues back into the community.

- Audience – community, media, strategic partners, community partners, employees – each requiring different messaging

Mr. Slater gave some examples of how we are aligning everything with the strategic blueprint.

Ms. McVerry wrapped up with bringing the plan to life by conducting a brand purpose reveal; conducting a partnership evaluation; KPI monitoring; campaign development; a digital/social strategy; and an underpass revitalization project.

Mr. Barrow asked about the four pillars and which ones have fallen short. Ms. Dee noted it varies as the focus and needs change.

Secretary Gwynn asked where increasing ridership/revenues comes in.

Ms. McVerry stated it is specifically noted in the plan, and is where the campaigns come in.

Mr. Slater added that we are focusing on building a customer base but also managing it during times of construction so we do not lose customers.

With no further questions, Mr. Slater introduced representatives from Ernst and Young to go over the real estate analysis. Daniel Edwards, Cathy Chen, Jonah Scher, and Robbie Carver were on hand to review the analysis.

Mr. Edwards explained their goal is to present the options to help the Board make the best decisions. He gave a site overview beginning with the Meridian parcel, the former railroad sites, and THEA Headquarters, noting that these parcels represent an important piece of the future real estate market in downtown Tampa.

He discussed notable surrounding developments, such as Water Street, GasWorx, Armature Works, and One Tampa condominium development that is currently under construction, adding that THEA sites are and will continue to appreciate.

He presented a market overview, pointing out that Tampa's population and economy have grown at a rapid pace during the prior 5-year period. The fundamental drivers of growth have been Florida's tax environment, quality of life, proximity to the beach, Tampa's economy, and business concentration in education and healthcare. The growth in the Tampa job market has also contributed to the population growth.

Mr. Edwards noted that the fundamentals for multifamily and retail continue to remain strong and favorable to investors. Multifamily remains the best-performing sector and appears to be the highest and best use for downtown based on researched market data. Retail also shows strong fundamentals and continues to be a strong supportive attribute for most urban/mixed-use developments.

Next, Ms. Chen reviewed indicative land prices for the different parcels. She began with the Meridian parcel, using five comparable parcels to estimate potential land sale proceeds.

They used a similar approach for THEA Headquarters, using seven different comps to produce their estimate.

Finally, she reviewed the clustering of the rail sites and what can be built there. These were compared with ten comps. The estimated sale proceeds vary depending on potential uses, surrounding developments, and timing.

Mr. Edwards reported that they spoke with a lot of stakeholders and received input on potential uses for the Meridian property. Ernst and Young analyzed a wide range of potential uses and conducted extensive market analysis. Using market-supported assumptions, they modeled various uses and projected returns to determine the highest and best use. Multifamily with ground-floor retail makes the most sense.

He then explored the potential transaction structures – fee simple land sale, ground lease, and joint venture. There was some discussion about the three options. The chairman asked if a joint venture would have to have a transit component. Ms. Lettelleir noted that we are a statutorily created expressway authority and a transportation element is important.

Mr. Edwards concluded with the analysis of the highest and best use for Meridian is multi-family with ground floor retail, and the highest and best use of THEA Headquarters is not what it is currently being used for.

He wrapped up by noting that THEA owns a lot more than what was talked about today, but it is not developable. There is a lot of value to be unlocked to provide safety to pedestrians, or other community benefits.

Mr. Slater discussed examples of different structures, based on what our goals are. Something else to consider is that if there's a long-term horizon, there may also be a short-term piece.

Chairman Cassidy returned to the definition of 'best' and suggested the Board consider setting up another business to manage THEA's real estate to maintain our ability to be a gateway.

Mr. Slater discussed statutory obligations. Secretary Gwynn would like to hear legal advice on what we can and cannot do and more about the risk as it relates to bondholders and covenants.

Mr. Slater noted that different components have a little bit more urgency, and we do not want to hold up others. It is his hope to get an understanding today of what is important to the board and what they are looking for.

Chairman Cassidy requested general counsel come back to the board with information on what we are prohibited from doing.

Mr. Slater acknowledged we are charting new territory and we have to figure out how to work through those legal questions.

Mr. Barrow asked about the process and whether we can go through the checklist, narrow it down, do an RFP, and commission a master plan. Mr. Slater noted there is no reason we could not craft a master plan/vision.

Chairman Cassidy thanked Ernst and Young and concluded that the Board needs to define what it wants and what is best. This report gives the Board a way to have these conversations in an educated manner.

Mr. Slater advised that the March Board Meeting and the April Committees of the Whole meeting were not needed.

With no further business, the meeting was adjourned at 3:06 p.m.

**APPROVED:** \_\_\_\_\_ **ATTEST:** \_\_\_\_\_  
**Chairman: Vince Cassidy** **Secretary: Bennet Barrow**

**DATED THIS 22nd DAY OF APRIL 2024.**

#### IV. A. 1 GIS Consultant Support from ESRI





# Quotation # Q-519360

Date: April 8, 2024

Customer # 722153 Contract #

Tampa Hillsborough County Expressway  
 Authority THEA  
 1104 E Twiggs St  
 Tampa, FL 33602-3103

ATTENTION: Bob Frey  
 PHONE: 8132726740  
 EMAIL: bobf@tampa-xway.com

Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: OAMS3

**To expedite your order, please attach a copy of this quotation to your purchase order.**  
**Quote is valid from: 4/8/2024 To: 7/7/2024**

Material	Qty	Term	Unit Price	Total
97717	1	Year 1	\$108,500.00	\$108,500.00
<p>Esri Advantage Program: Annual subscription designed to provide enterprise-wide visioning and geospatial enablement through technical advisory, an annual planning meeting, a collaboratively developed technical work plan, and access to exclusive quarterly technology webcasts. The program also provides access to a combination of consulting, premium support, and training services. This configuration includes a one-day annual planning session; up to 100 Advisor hours; Quarterly Technology Webcasts and 100 Learning and Services Credits. The Esri Advantage Program terms and conditions shall apply. If not attached, or already incorporated into an existing and current Esri master contract, these terms and conditions can be viewed on the web at <a href="https://www.esri.com/en-us/legal/terms/services">https://www.esri.com/en-us/legal/terms/services</a>.</p>				
165630	1		\$20,000.00	\$20,000.00
ArcGIS Velocity Standard US Region Annual Subscription				
153148	3		\$550.00	\$1,650.00
ArcGIS Online Creator Annual Subscription				
153147	10		\$110.00	\$1,100.00
ArcGIS Online Viewer Annual Subscription				
165533	5		\$385.00	\$1,925.00
ArcGIS Online Mobile Worker Annual Subscription				
165537	1		\$4,150.00	\$4,150.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Alison Yeloushan	<b>Email:</b> ayeloushan@esri.com	<b>Phone:</b> (703) 506-9515 x3713
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

YELOUSHANA **This offer is limited to the terms and conditions incorporated and attached herein.**



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Date: April 8, 2024

Customer # 722153 Contract #

Tampa Hillsborough County Expressway  
Authority THEA  
1104 E Twiggs St  
Tampa, FL 33602-3103

ATTENTION: Bob Frey  
PHONE: 8132726740  
EMAIL: bobf@tampa-xway.com

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 4/8/2024 To: 7/7/2024*

Material	Qty	Term	Unit Price	Total
ArcGIS Online GIS Professional Advanced User Type Annual Subscription				

Subtotal:	\$137,325.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$137,325.00</b>

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*To expedite your order, please attach a copy of this quotation to your purchase order.  
Quote is valid from: 4/8/2024 To: 7/7/2024*

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF \$\_\_\_\_\_, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt, please contact me if exempt information is not currently on file with Esri.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Alison Yeloushan	<b>Email:</b> ayeloushan@esri.com	<b>Phone:</b> (703) 506-9515 x3713
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YELOUSHANA

**This offer is limited to the terms and conditions incorporated and attached herein.**

# Advantage Program Agreement



Agreement No. \_\_\_\_\_

This Advantage Program Agreement ("**Agreement**") is between the entity shown below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement sets forth the terms under which Esri provides the Advantage Program to the Customer. This Agreement does not apply to Software, Online Services, Data, or Maintenance, or to development Professional Services. The terms of use for these Esri Offerings are set forth in the applicable signed master agreement or, if the Customer has no such agreement, the terms of Esri's Master Agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement>.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is executed and effective as of the last date signed below.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below:

\_\_\_\_\_  
(Customer)

Legal Address: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

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

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

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

ENVIRONMENTAL SYSTEMS RESEARCH  
INSTITUTE, INC. (Esri)

380 New York Street, Redlands, CA 92373-8100

By: \_\_\_\_\_  
Authorized Signature

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

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

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

### Customer Contact Information

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

## 1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

**1.1 Grant of Rights.** In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri

- a. Provides Services as set forth in this Agreement;
- b. Grants to Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

**1.2 Consultant or Contractor Access.** Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

**1.3 Reservation of Rights.** All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

**1.4 Customer Content.** Esri does not acquire any rights in Customer Content under this Agreement other than as needed to provide Esri Offerings and Services to Customer.

**2.0 OWNERSHIP OF DELIVERABLES.** Esri and its licensors own and retain ownership of Deliverables.

**2.1 System and Data Access.** Each Activity Description will specify any requirement for Customer to give Esri personnel access to Customer's systems or data.

## 3.0 ESRI MANAGED CLOUD SERVICES

**3.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Esri Managed Cloud Services Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services.
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

### 3.2 Provision of Esri Managed Cloud Services.

- a. **General Terms.** Use of Esri Managed Cloud Services is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.

- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Activity Description. Thereafter, Esri deduct Learning and Service Credits monthly for the Esri Managed Cloud Services to be provided the following month. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the Esri Managed Cloud Services Environment.
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the Esri Managed Cloud Services Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

#### 4.0 TRAINING

**4.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the customer's Learning Management System.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their Learning Management System.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of re-serving it to the Customer's internal employees.

#### **4.2 Permitted and Prohibited Uses.**

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

#### **4.3 Esri's Responsibilities.**

Esri will

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability. Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

#### **4.4 Customer's Responsibilities.**

Customer will

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
  - 1. Take delivery of the Esri Mobile Lab or Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
  - 2. Immediately report any previously damaged Esri Mobile Lab or Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
  - 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Mobile Router equipment while in Customer's possession.

#### 4.5 Student Registration and Training Event Change Policy.

- a. Customer will provide advance written notice to Esri Customer Service at [service@esri.com](mailto:service@esri.com) to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

#### 4.6 Compensation.

- a. Esri will deduct Customer Learning and Service Credits upon completion of the Esri Training Event or on purchase of a Training Pass.

#### 4.7 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

#### 4.8 Esri E-Learning in the Customer's Learning Management System

- a. Esri E-Learning Content (SCORM format) License, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/scorm-terms-and-conditions.pdf>
- b. Esri Academy LMS Integration Subscription, specific terms of use incorporated by reference are found at <https://www.esri.com/content/dam/esrisites/en-us/media/legal/scorm-lms/lms-terms-and-conditions.pdf>

### 5.0 ADVANTAGE PROGRAM

**5.1 Definitions.** The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either Advantage Program, as described at [www.esri.com/services/eeap/components](http://www.esri.com/services/eeap/components), or the Advantage Program for Partners, as described at [www.esri.com/partners/bpap/components](http://www.esri.com/partners/bpap/components).
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses as described below.
- e. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <https://support.esri.com/en/support/premium>.
- f. **"Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services such as advising Customer on GIS strategies, facilitating annual planning, and developing and coordinating a collaborative work plan under the Advantage Program.

**5.2 Advantage Program Description.** The Advantage Program is provided on an order-by-order, annual subscription basis and provides strategy and planning support in addition to a menu of items including



Professional Services, Training, PSS, and Esri Managed Cloud Services that Customer can select to best meet its needs with guidance from Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Advisor.** Customer will receive up to the number of Advisor hours ordered. Customer may elect to retain additional Advisor hours for a supplemental price.
- b. **Annual Planning Meeting.** A 1-day annual planning meeting is included.
- c. **Work Plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, Esri Managed Cloud Services, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the applicable Advantage Program website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Technology Webcasts.** Esri will provide an email invitation to the Authorized Contact for webcasts presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

**5.3 Authorized Contact Information.** Customer identifies the following person as its initial Authorized Contact.

**(to be completed by Customer):**

Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_

**5.4 Current on Maintenance.** Customer must remain current on standard Software Maintenance during the Advantage Program term.

**5.5 Authorization of Learning and Services Credits Use.** Customer will contact its account manager or Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

**5.6 Activity Descriptions for Esri Managed Cloud Services.** The Activity Description for Esri Managed Cloud Services orders must include the following:

- a. **The Esri Managed Cloud Services Term.** The time period in which Esri provides the Esri Managed Cloud Services to Customer. The Esri Managed Cloud Services term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability.** The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all Esri Managed Cloud Services offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests.** A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the Esri Managed Cloud Services Environment by Esri and performs computational tasks on behalf of the end user. An example

of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.

- d. **Amount of Data Storage.** The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption.** The price for the Esri Managed Cloud Services in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

**5.7 Travel and Per Diem Expenses.** Any Esri travel and per diem expenses will be quoted separately. Travel expenses will include a 15 percent burden, and per diem will be determined in accordance with the full daily limits specified on the government Defense Travel website at Defense Travel website at <https://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Customer will use Learning and Services Credits for travel and per diem expenses.

**5.8 Notification of Consumed Credits.** Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

**5.9 Review of Proposed Activities.** Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

#### **5.10 Invoicing.**

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Advisor services upon receipt of Customer's order.
- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

**5.11 Termination and Expiration.** Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

## ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

**"Affiliate"** means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"API"** means application programming interface.

**"ArcGIS Website"** means [www.arcgis.com](http://www.arcgis.com) and any related or successor websites.

**"Authorization Code(s)"** means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

**"Beta"** means any alpha, beta, or other prerelease version of a Product.

**"Cloud Services"** means Esri Managed Cloud Services.

**"Content"** means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

**"Control"** means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

**"Customer Content"** means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

**"Data"** means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

**"Deliverables"** means anything that Esri delivers to Customer as a result of performance of Professional Services.

**"Documentation"** means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

**"Esri Managed Cloud Services"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

**"Esri Offering(s)"** means Training or Professional Services directly to Customer, including Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

**"GIS"** means geographic information system.

**"Maintenance"** means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

**"Malicious Code"** means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

**"Online Services"** means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

**"Ordering Document(s)"** means a sales quotation, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

**"Perpetual License"** means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

**"Product(s)"** means Software, Data, and Online Services.

**"Professional Services"** means any development or consulting services that Esri provides to Customer.

**"Sample(s)"** means sample code, sample applications, add-ons, or sample extensions of Products.

**"Service(s)"** means Esri Managed Cloud Services, Training, or Professional Services directly to Customer, then Services also include Esri Managed Cloud Services, Training, and Professional Services.

**"Software"** means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

**"Specification(s)"** means (i) the scope of work set forth in any Activity Description, or (iii) Esri's published course descriptions for Training.

**"Subscription"** means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

**"Task Order(s)"** means an Ordering Document for Services.

**"Term License"** means a license for use of an Esri Offering for a limited time period ("**Term**").

**"Third-Party Content"** means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

**"Training"** means (i) Product training or (ii) related training that Esri provides under this Agreement.

**"Training Materials"** means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

**"Value-Added Application(s)"** means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

## **ATTACHMENT B GENERAL TERMS AND CONDITIONS**

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

### **ARTICLE B.1—GENERAL USE RESTRICTIONS**

Except as expressly permitted in this Agreement, Customer will not

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or DLLs;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. GPL) that require any part of the Esri Offering to be subject to additional terms, for example
  1. Disclosed in source code form to third parties;
  2. Licensed to third parties for the purpose of making derivative works; or
  3. Redistributable to third parties at no charge; or
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

### **ARTICLE B.2—TERM AND TERMINATION**

**B.2.1** Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

**B.2.2** If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

**B.2.3** Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

## **ARTICLE B.3—LIMITED WARRANTIES AND DISCLAIMERS**

**B.3.1 Limited Warranties.** Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

**B.3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.**

**B.3.3 General Disclaimer.** Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities with Specifications or loss, deletion, modification, or disclosure of Customer Content caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected, or will result in Customer's compliance with any applicable law. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

**B.3.4 Disclaimers.**

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including [www.esri.com](http://www.esri.com), [developers.arcgis.com](http://developers.arcgis.com), [livingatlas.arcgis.com](http://livingatlas.arcgis.com) and [www.arcgis.com](http://www.arcgis.com). Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom

**AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.**

**B.3.5 Exclusive Remedy.** Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

#### **ARTICLE B.4—LIMITATION OF LIABILITY**

**B.4.1 Disclaimer of Liability.** Neither Customer, Esri, nor any Esri authorized distributor or third party licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

**B.4.2** The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

**B.4.3 Applicability of Disclaimers and Limitations.** Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

**B.4.4** The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

#### **ARTICLE B.5—INDEMNIFICATIONS**

**B.5.1 Definitions.** The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

#### **B.5.2 Infringement Indemnity.**

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's

specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

**B.5.3 General Indemnity.** Esri will defend and hold all Indemnitees harmless from, and indemnify any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

**B.5.4 Conditions for Indemnification.** As conditions for indemnification, but for those defined as Infringement Claims (see B.5.2 c.), Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Claim, and (iv) reasonably cooperate in the defense of the Claim at Esri's request and expense.

**B.5.5 This section sets forth the entire obligation of Esri, its authorized distributor, and its third party licensors regarding any Claim for which Esri must indemnify Customer.**

## **ARTICLE B.6—INSURANCE**

If Esri is providing Services, Esri will carry, at a minimum, the following coverage:

- a. Comprehensive general liability or commercial general liability with a minimum coverage of \$1,000,000.00 (US dollars) combined single limit per occurrence for bodily injury, including death, and property damage liability to include the following:
  1. Premises and operations;
  2. Blanket contractual liability;
  3. Broad form property damage;
  4. Independent contractors;
  5. Personal injury, with employee exclusion deleted; and
  6. Completed operations.
- b. Workers' compensation insurance, with waiver of subrogation, in an amount that complies with statutory limits.

## **ARTICLE B.7—SECURITY AND COMPLIANCE**

**B.7.1 Security.** Esri publishes its security capabilities at <https://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at [securesupport@esri.com](mailto:securesupport@esri.com) for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities.

**B.7.2 Malicious Code.** Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

**B.7.3 Export Compliance.** Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of State's International Traffic in Arms Regulations (ITAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied



entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

**B.7.4 Privacy.** Esri will process personal data according to the terms of the Data Processing Addendum available at <https://www.esri.com/en-us/privacy/overview>.

## **ARTICLE B.8—CLOUD SERVICES**

**B.8.1 Prohibited Uses.** Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate-related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

**B.8.2 Service Interruption.** System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

### **B.8.3 Customer Content.**

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperation between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either
  1. Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
  2. Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

**B.8.4 Removal of Customer Content.** Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will

respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at [www.esri.com/legal/dmca\\_policy](http://www.esri.com/legal/dmca_policy).

**B.8.5 Service Suspension.** Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

**B.8.6 Notice to Esri.** Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

## **ARTICLE B.9—GENERAL PROVISIONS**

**B.9.1 Payment.** Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the authorized distributor's invoices in accordance with the authorized distributor's payment terms.

**B.9.2 Feedback.** Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

**B.9.3 Patents.** Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

**B.9.4 Restrictions on Solicitation.** Neither party will solicit for hire any employee of the other party who is associated with the performance of Services during the performance of the Services and for a period of 1 year thereafter. This does not restrict either party from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

**B.9.5 Taxes and Fees; Shipping Charges.** Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the authorized distributor may quote taxes or fees in accordance with its own policies.

**B.9.6 Compliance Review.** Customer will keep accurate and complete records and accounts pertaining to its compliance with its obligations under this Agreement. Esri or its authorized distributor may conduct a compliance review of these records and accounts with no less than 14 business days' written notice or may appoint an independent third party to conduct such a compliance review on its behalf. Customer will promptly correct any noncompliance identified during the compliance review. Neither Esri nor Esri's authorized distributor may conduct a compliance review of Customer within 12 months after the conclusion of any prior compliance review that does not reveal any material Customer noncompliance.

**B.9.7 No Implied Waivers.** The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**B.9.8 Severability.** If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

**B.9.9 Successor and Assigns.** Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's authorized distributors are not Affiliates of Esri.

**B.9.10 Survival of Terms.** The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

**B.9.11 US Government Customer.** The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected. ArcGIS Online has been granted FedRAMP tailored low authorization but does not meet higher security requirements including those found in DFARS 252.239-7010.

**B.9.12 Governing Law.** This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

**B.9.13 Dispute Resolution.** The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.
- b. **US Government Agencies.** This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601–613).
- c. **Other Government Entities.** Esri will comply with mandatory dispute resolutions under applicable law.
- d. **Arbitration.** Except as noted above, the parties will submit to binding arbitration to resolve any dispute arising out of or relating to this Agreement that cannot be settled through negotiation. If Customer is in the United States or one of its territories or outlying areas, the Commercial Arbitration Rules of the American Arbitration Association will govern the arbitration proceedings. If Customer is outside the United States, the Rules of Arbitration of the International Chamber of Commerce will govern the proceedings. The parties will select a single arbitrator in accordance with the applicable arbitration rules. The language of the arbitration will be English. Arbitration will be at an agreed-upon location. Either party will, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

**B.9.14 Force Majeure.** A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

**B.9.15 Independent Contractor.** Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

**B.9.16 Notice.** Customer may send notices required under this Agreement to Esri at the following address:

Environmental Systems Research Institute, Inc.  
Attn.: Contracts and Legal Department  
380 New York Street  
Redlands, CA 92373-8100  
USA  
Tel.: 909-793-2853  
Email: [LegalNotices@esri.com](mailto:LegalNotices@esri.com)

IV. A. 3 Adoption of Resolution 674 -  
Whiting Street Improvement Project

## RESOLUTION 674

**A RESOLUTION OF THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY APPROVING THE ALIGNMENT OF THE SELMON EXPRESSWAY AND WHITING STREET IMPROVEMENT PROJECT, APPROVING PRIOR BOARD ACTION, APPROVING AND ACCEPTING THE PROJECT DEVELOPMENT AND ENVIRONMENT STUDY AND DIRECTING STAFF TO PROCEED WITH DESIGN AND RIGHT OF WAY ACQUISITION.**

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WHEREAS, this AUTHORITY is created by Chapter 348, *Florida Statutes*, for the purpose of constructing an expressway system to provide and improve means of access within the metropolitan area of the City of Tampa and in Hillsborough County, including but not limited to the improvement of all approaches, streets, roads, bridges, and avenues of access for such system; and

WHEREAS, on December 15, 2017, this AUTHORITY entered into an Interlocal Agreement with the City of Tampa (the “ILA”) to improve various components of the downtown Tampa roadway network and the network’s intersection with various lands and improvements owned and controlled by the AUTHORITY; and

WHEREAS, pursuant to the ILA this AUTHORITY has created the Selmon Expressway and Whiting Street Improvement Project (the “Project”) and for which the AUTHORITY is responsible; and

WHEREAS, in furtherance of the Project this AUTHORITY has prepared a Project Development and Environment study (the “Whiting Street PD&E Study”); and

WHEREAS, at a regularly scheduled meeting on February 26, 2024, this Board was presented with the findings of the Whiting Street PD&E Study, and based on the Board’s review of the alternative alignments, costs, safety, environmental and long range planning factors set forth in the PD&E, the Board approved the preferred alternatives for the Project which are

illustrated in the graphics attached hereto as **Composite Exhibit “A”**; and

WHEREAS, after completion of the Whiting Street PD&E Study and its review by other administrative agencies as required by law, the Whiting Street PD&E Study is now in final form and ready for acceptance by the AUTHORITY; and

WHEREAS, the Project increases capacity and safety of the downtown Tampa eastbound Lee Roy Selmon Expressway off-ramps, provides connection to Meridian Avenue, and improves the capacity, safety and function of Whiting Street, and is sufficiently identified and described in **Composite Exhibit “A”** and in the final form of the Whiting Street PD&E Study;

NOW, THEREFORE, BE IT RESOLVED BY THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, THIS 22ND DAY OF APRIL, 2024, AT ITS REGULAR MEETING ASSEMBLED, AS FOLLOWS:

1. The construction and maintenance of the Project improvements and related facilities is consistent and compatible with the long-range planning goals and objectives of the AUTHORITY.
2. After due consideration by this Board of the cost, safety and environmental factors associated with the alternative alignments analyzed for the Project by the Whiting Street PD&E Study, the alignments identified in **Composite Exhibit “A”** of this Resolution are hereby approved, ratified and confirmed.
3. All previous actions of this AUTHORITY approving the alignments for the Project as shown and identified in **Composite Exhibit “A”** are hereby approved, ratified and confirmed.
4. The AUTHORITY hereby accepts and formally adopts the Whiting Street PD&E Study.
5. Staff is hereby directed to proceed with the preparation of construction plans and any other materials which may be necessary to design, bid and construct the Project.

6. To the extent the design of the Project determines it is necessary and in the public interest for the AUTHORITY to acquire a fee simple or easement interest in or to any lands not presently owned or controlled by the AUTHORITY, Staff is hereby authorized and directed to survey, locate, appraise and negotiate the acquisition of said rights-of-way or easement interests by gift, purchase or exchange.

7. Staff is directed to use independent appraisal reports to support all real property acquisitions.

8. All written agreements obtained for any necessary property interests shall be presented to the Board for review and approval.

PASSED AND ADOPTED BY THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY ON THIS 22ND DAY OF APRIL, 2024.

TAMPA-HILLSBOROUGH COUNTY  
EXPRESSWAY AUTHORITY

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

Vincent Cassidy  
Chairman

ATTEST:

\_\_\_\_\_  
Greg Slater  
Executive Director

Approved as to legal form and sufficiency

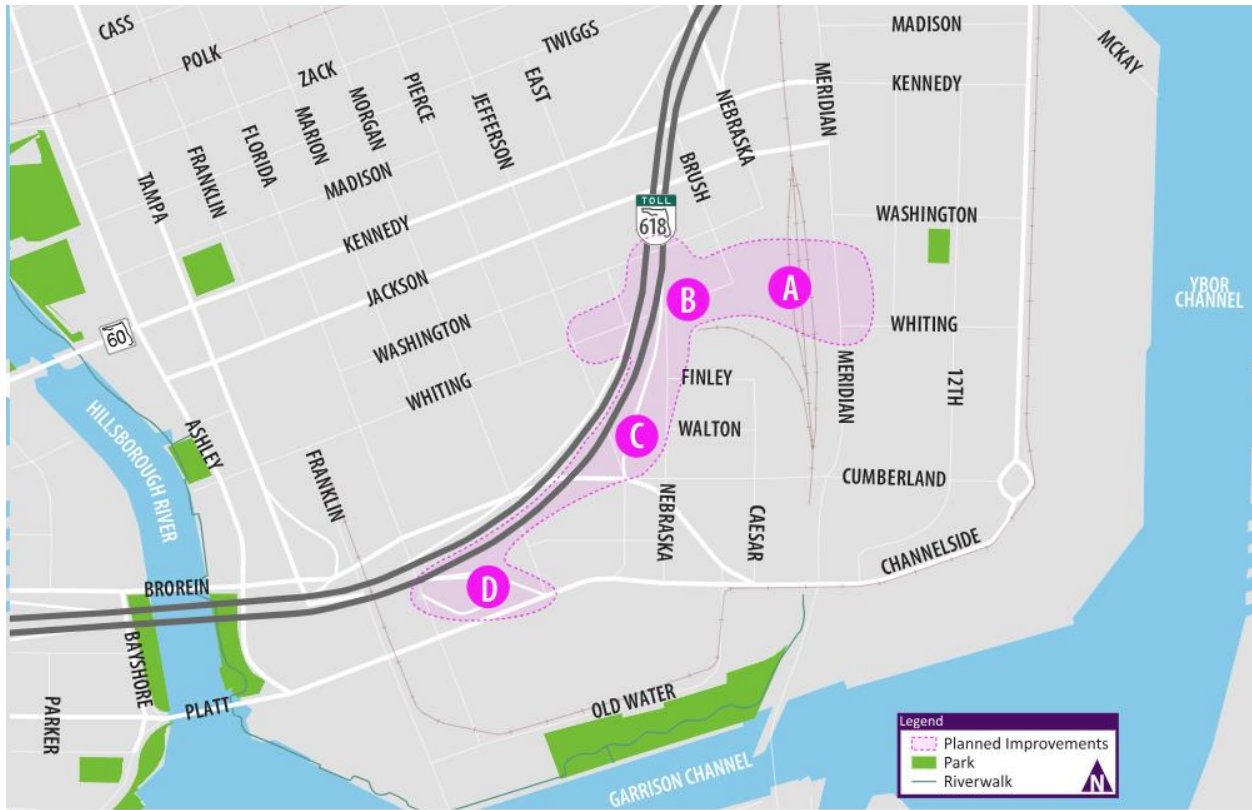
By: \_\_\_\_\_

Amy E. Lettelleir, Esq.  
General Counsel



## COMPOSITE EXHIBIT "A"

### Whiting Street PD&E Study Area:



**Location A: Whiting Street from Brush Street to Meridian Avenue**

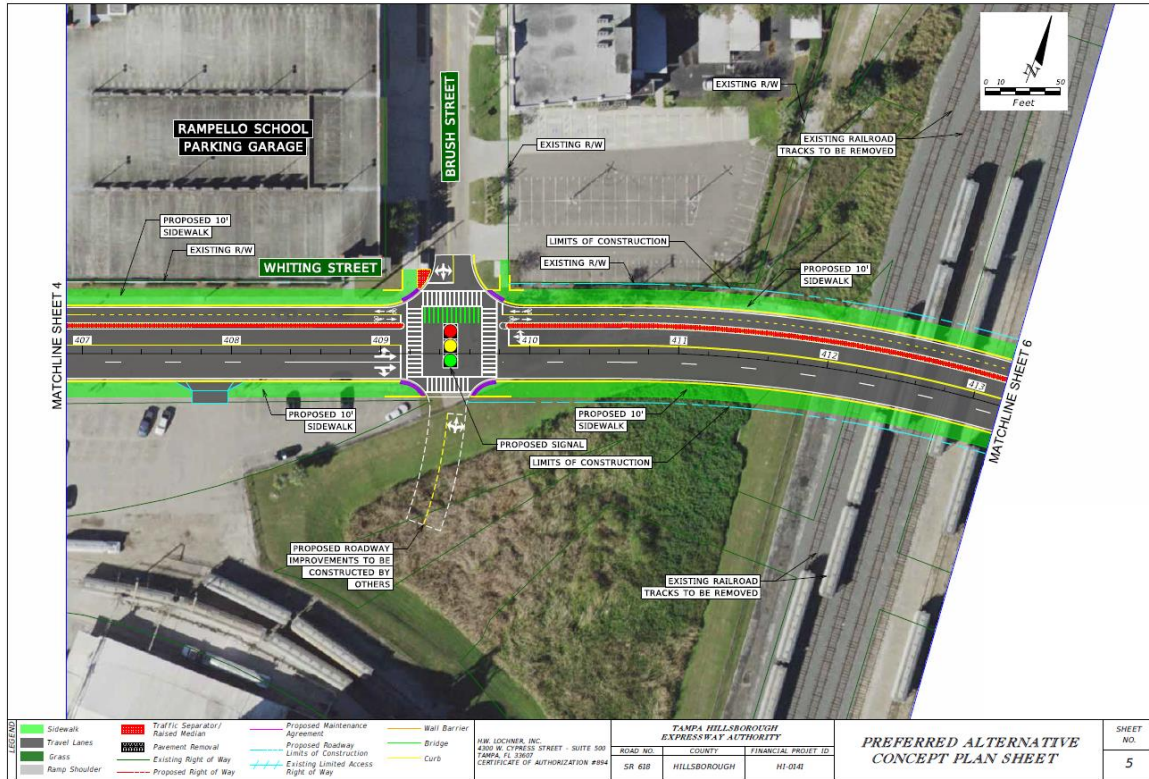
**Location B: Whiting Street from Jefferson Street to Brush Street including an Intersection at the End of the New Whiting Street Exit Ramp**

**Location C: Jefferson Street Entrance Ramp and the New Whiting Street Exit Ramp**

**Location D: Removal of Exit Ramp 6B and Operational Improvements to Exit Ramp 6A**

# Location A: Whiting Street from Brush Street to Meridian Avenue

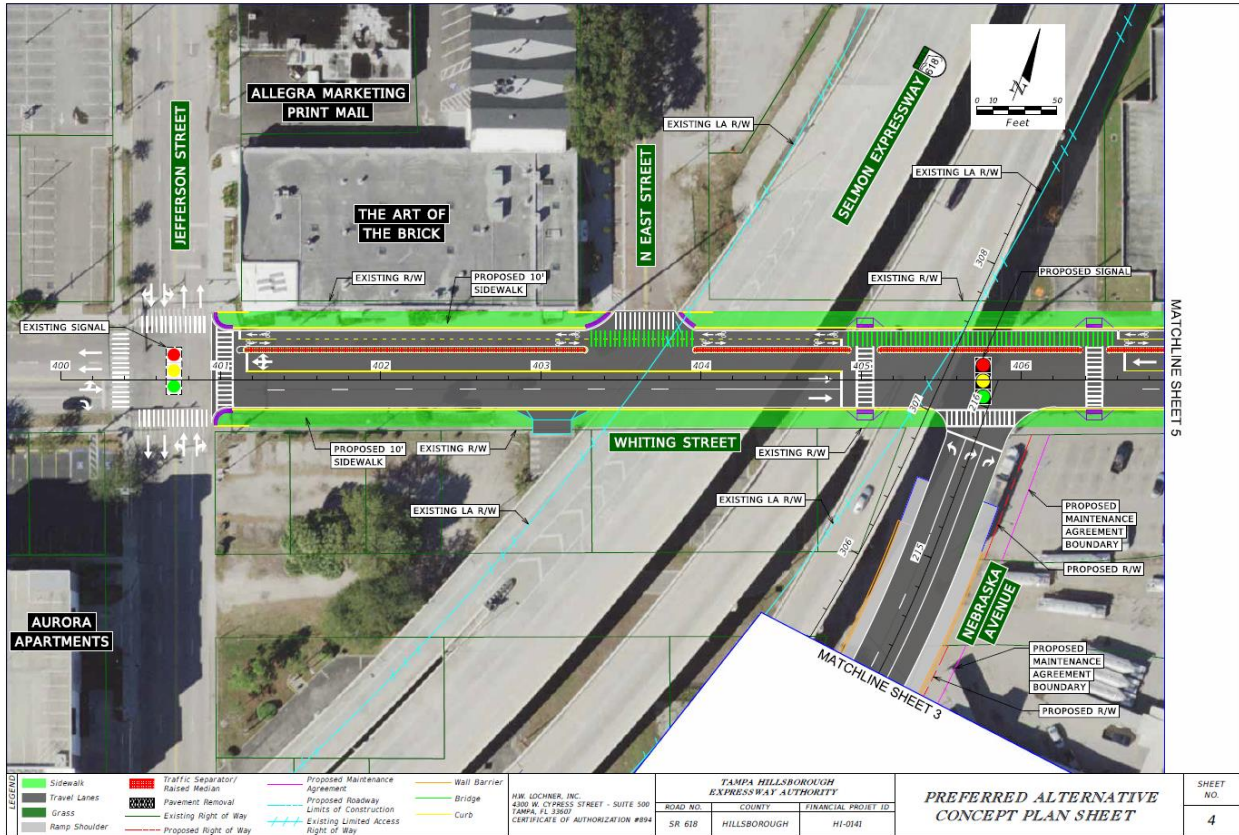
## Preferred Alternative



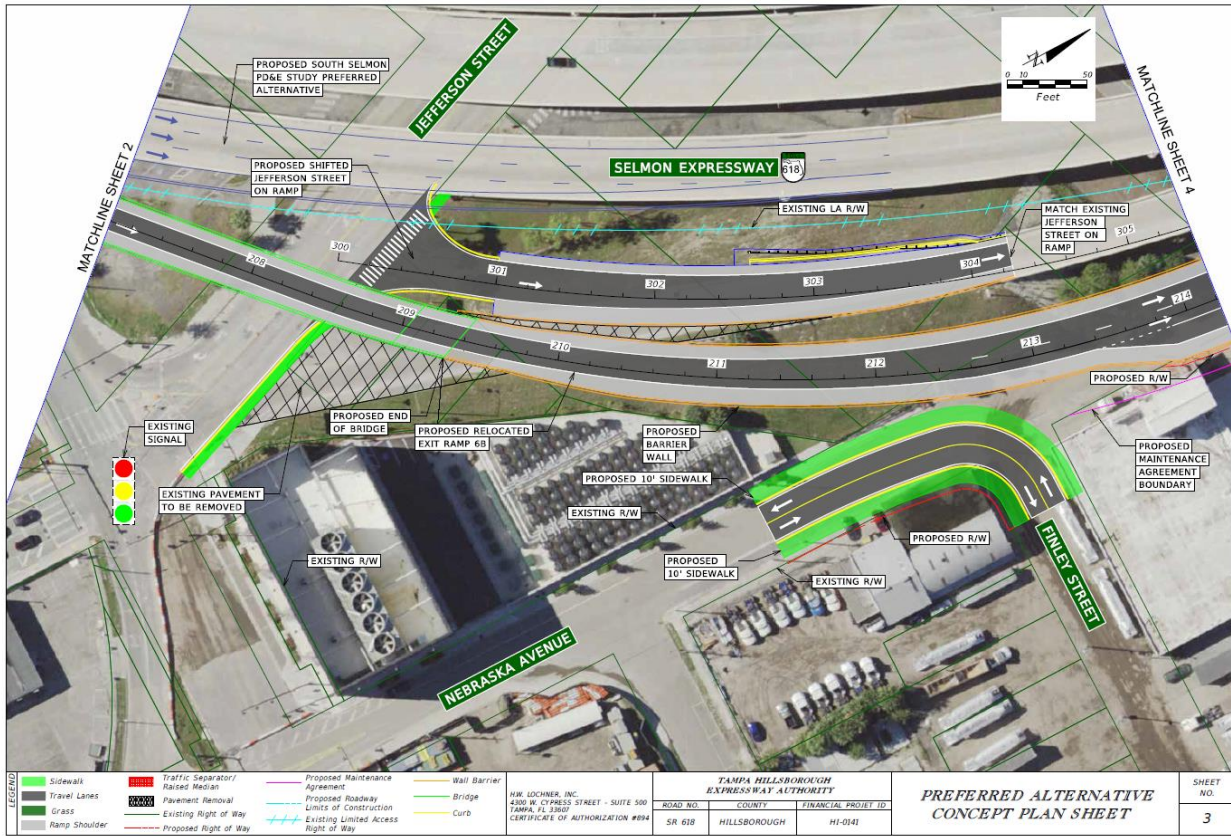


# Location B: Whiting Street from Jefferson Street to Brush Street including an Intersection at the End of the New Whiting Street Exit Ramp

## Preferred Alternative



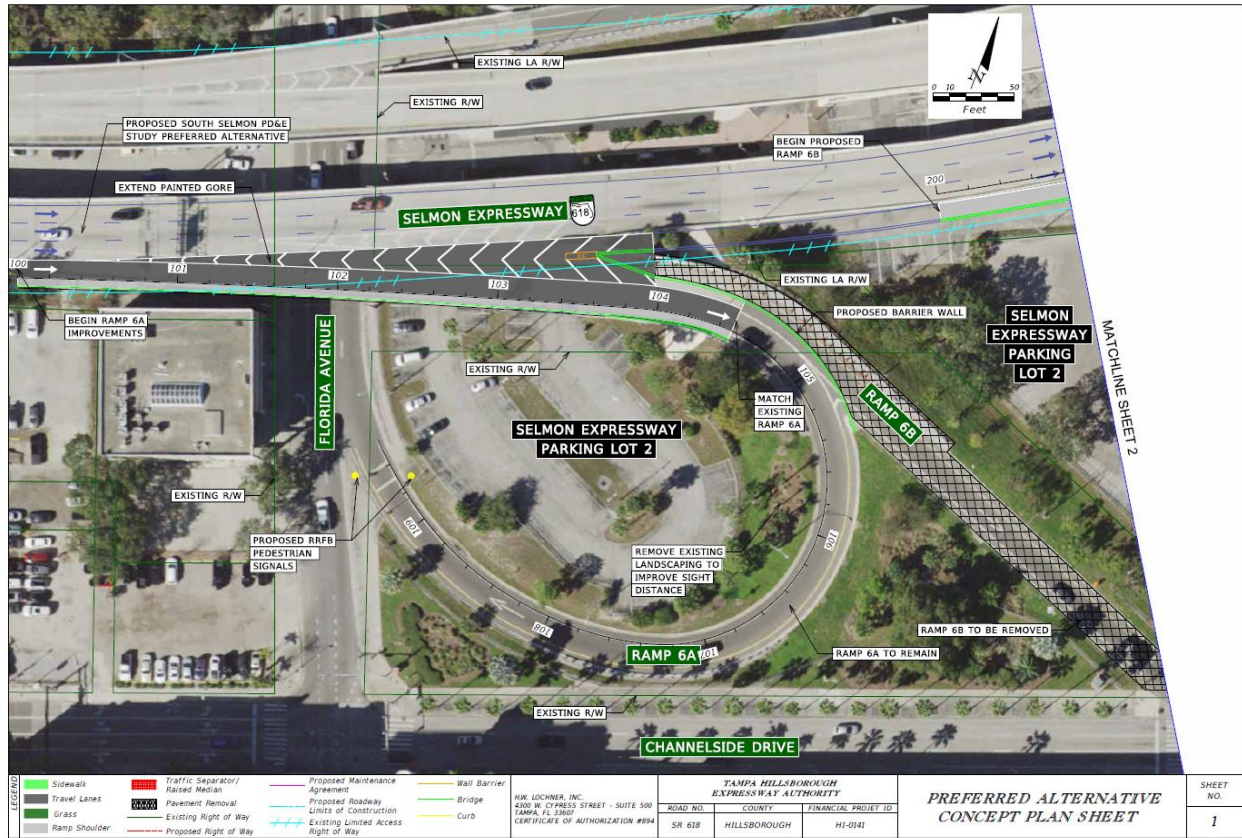
# Location C: Jefferson Street Entrance Ramp and the New Whiting Street Exit Ramp Preferred Alternative





# Location D: Removal of Exit Ramp 6B and Operational Improvements to Exit Ramp 6A

## Preferred Alternative



IV. B. 1 CEI - East Selmon Resurfacing from  
78th Street E To Falkenburg Road

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

**1.0 PURPOSE:**

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

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced Tampa-Hillsborough County Expressway Authority (THEA) and Florida Department of Transportation (Department or FDOT) manuals, and procedures.

The project for which the services are required is:

Description:	CEI for 78 <sup>th</sup> St. to Falkenburg Paving Project
County:	Hillsborough County
THEA Project No.	O-00318

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

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of a contract unless otherwise directed in writing by the Authority. Such Department manuals, procedures, and memorandums are found at the FDOT State Construction Office's website (<https://www.fdot.gov/construction>).

The general Scope of Work for the Construction project consists of, but is not limited to: Providing all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to mill and resurface, apply temporary striping, permanent thermoplastic striping and reflective pavement markings to the areas designated between the East approach slab at 78<sup>th</sup> Street and the West approach slab at Falkenburg Road on both the East bound and West bound lanes of the Selmon Expressway (SR618).

The Consultant shall provide support for THEA's Public Information Office for the duration of the project.

**3.0 LENGTH OF SERVICE:**

The CEI services for the 78<sup>th</sup> St. to Falkenburg Paving Project shall begin upon written notification to proceed by THEA.

Track the execution of the contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by THEA has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with THEA and the Contractor to minimize

rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed, estimated fifteen (15) weather days and thirty (30) calendar days to demobilize and develop the final estimate after final acceptance, for a total of 150 days.

The anticipated letting schedule and construction time for the project is as shown below:

THEA 78 <sup>th</sup> St. to Falkenburg Paving Project Construction Contract	
THEA Contract #	Duration (Days)
O- 00318	90

**4.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the Authority and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Authority: The Tampa-Hillsborough County Expressway Authority
- C. Authority Contracts and Procurement Manager: The administrative head of the Authority Procurement Office.
- E. Authority Director of Operations and Engineering: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- F. Construction Project Manager: The Authority employee assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- H. Consultant: The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction



Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

- K. Department (FDOT): Florida Department of Transportation
- L. Construction Contract: The written agreement between the Authority and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- M. Contractor: The individual, firm, or company contracting with the Authority for design, furnishing of labor and materials, and performance of work for construction of the project.
- N. Executive Director: The Chief Executive Officer of the Tampa Hillsborough Expressway Authority.
- O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- P. Operations Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Maintenance Contracts for the Authority.
- Q. Public Information Office: The Authority's office assigned to manage the Public Information Program.
- R. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- S. Resident Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Construction Contracts for the Authority.

## **5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT**

- A. The Authority on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Specification Package,
  - 3. Copy of the Executed Construction Contract
  - 4. Utility Agency's Approved Material List (if applicable).

## **6.0 ITEMS FURNISHED BY THE CONSULTANT**

### **6.1 Department Documents:**

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased

through the following address. All others can be acquired on-line at the Department's website.

Florida Department of Transportation  
Maps and Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 414-4050

<http://www.dot.state.fl.us/construction/>

## **6.2 Office Automation:**

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

Provide each inspection staff with a laptop computer running a Consultant furnished comprehensive construction management system supporting activities including construction administration, field record keeping, contract record maintenance, contractor payment processing, materials management, and civil rights monitoring application through use of a mobile broadband connection to the Consultant furnished server. All computer coding shall be input by Consultant personnel using equipment furnished by them. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:  
<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

## **6.3 Field Office: (NOT APPLICABLE)**

The Authority will not be providing direct compensation for a Field Office.

## **6.4 Vehicles:**

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

## **6.5 Field Equipment:**

Supply survey, inspection, and testing equipment essential to perform services under this Scope of Services; such equipment includes non-consumable and non-expendable items.

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

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

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Scope of Services. Field office equipment shall be maintained and in operational condition at all times.

**6.6 Licensing for Equipment Operations:**

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

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

**7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the contract, keep THEA's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

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

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

**8.0 PERFORMANCE OF THE CONSULTANT:**

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

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Authority to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

**9.0 REQUIREMENTS OF THE CONSULTANT:**

**9.1 General:**

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

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and direct the Contractor to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

**9.2 Survey Control: : (NOT APPLICABLE)**

**9.3 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

**9.4 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will perform inspection and sampling of materials and components at locations remote from the project site. In addition, the Consultant will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Authority will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a Consultant laboratory to the appropriate laboratory.

Input verification testing information and data into the Consultant furnished comprehensive construction management system supporting construction administration, field record keeping, and materials management.

## **9.5 Engineering Services:**

Coordinate the Construction Contract administration activities and with the Contractor as necessary to complete the construction of the project. Notwithstanding the above, the Consultant is not liable to the Authority for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Consultant shall create and maintain an electronic document management system. The following services shall be performed:

1. Schedule and conduct a meeting with the Authority prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
2. Review all Contractor-Initiated submittals subject to a 10-business day review time by the Authority.
  - i. Review times will commence after the Authority performs a completeness review, and in its sole and absolute direction, determines the submittal is sufficiently complete to be reviewed.
3. Submit an Engineer's Certification of Compliance at the end of the project.
4. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
5. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates,

concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

6. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary paperwork.
7. When applicable, monitor, inspect and document Contractor's utility coordination efforts for compliance with Construction contract. Facilitate coordination and communication between Utility Agency's representatives, Authority's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Authority and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other Authority and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
8. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Authority to make timely payment to the Contractor.
9. When applicable, prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
10. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Authority procedures.
11. The Authority will provide Public Information Services.
12. Video record the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
13. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Photographs and other media will be filed and maintained on the Consultant's computer using a Digital Media Management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under the contract.

**Unless otherwise agreed to by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project**

**Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.**

**10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Authority. Staff that has been removed shall be replaced by the Consultant within one week of Authority notification.

Before the project begins, all project staff shall have a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Authority and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The Authority Director of Operations and Engineering or designee will have the final approval authority on such exceptions.

**CEL SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Complete the Florida Department of Transportation Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

**CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

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

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

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

**CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER** –

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Intermediate MOT



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

**QUALIFICATIONS:**

CTQP Final Estimates Level II

**CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST** - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

**CEI UTILITY COORDINATOR** - High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

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

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

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges) CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I CTQP Final Estimates Level I

**CERTIFICATIONS:** FDOT Intermediate MOT Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I

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

**CEI SENIOR ITS INSPECTOR** - High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civil Engineering Degree and one (1) year of ITS CEI experience, plus demonstrated knowledge in the following:

**QUALIFICATIONS:**

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
MVDS Operations and Testing  
FDOT SEMP Training  
Familiarity with Existing Communication Equipment and Switches

**CERTIFICATIONS:**

IMSA Fiber Optics for ITS Level II Field (or equivalent)

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

**CEI INSPECTOR/ENGINEER INTERN** - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

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

**QUALIFICATIONS:**

CTQP Concrete Field Inspector Level I CTQP Asphalt Roadway Level I  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)  
CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I  
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for  
Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

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

**CEI ASPHALT PLANT INSPECTOR** - High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

**CEI ITS INSPECTOR** - High School Graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus demonstrated knowledge in the following

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches  
MVDS Operations and Testing

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for inspecting the construction work; monitoring the correct ITS and electrical installation techniques to ensure conformance with the plans, specification, National Electrical Code and other applicable manuals. Responsible for escalating to the Senior Inspector or Project Administrator (as applicable) any deficiencies.

**CEI INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher- level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI SECRETARY/CLERK TYPIST-** High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

### **10.3 Staffing:**

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

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

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed five (5) days maximum to mobilize, relocate, or terminate such forces.

## **11.0 QUALITY ASSURANCE (QA) PROGRAM:**

### **11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

#### **A. Organization:**

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

#### **B. Quality Assurance Reviews:**

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

#### **C. Quality Assurance Records:**

Outline the types of records which will be generated and maintained during the execution of the QA program.

**D. Control of Subconsultants and Vendors:**

Detail the methods used to control subconsultant and vendor quality.

**E. Quality Assurance Certification:**

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Authority procedures.

**11.2 Quality Assurance Reviews:**

On this asphalt project, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

**11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

**12.0 CERTIFICATION OF FINAL ESTIMATES:**

**12.1 Final Estimate Submittal:**

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

Submit the Final Estimate(s) documenting the Contractor's work in accordance with the Review and Administration Manual.

**12.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a digitally signed certification on a form pursuant to Department and Authority's procedures.

**12.3 Offer of Final Payment:**

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the Authority for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

### 13.0 **AGREEMENT MANAGEMENT:**

#### 13.1 **General:**

- (1) When the Consultant identifies a condition that will require an amendment to the contract the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority two (2) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.
- (2) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Authority.

#### 13.2 **Invoicing Instructions:**

Monthly invoices shall be submitted to the Authority in a format and distribution schedule defined by the Authority, no later than the 30th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Authority prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e- mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the Authority in electronic and hard copy formats in accordance with Authority's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Authority.

A Final Invoice will be submitted to the Authority no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the Authority.

### 14.0 **OTHER SERVICES:**

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

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.

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

## Design Scope

### Lee Roy Selmon Expressway

#### Mill and Pave Local Lanes from 78<sup>th</sup> St. to Falkenburg

#### **OBJECTIVES**

The Tampa Hillsborough Expressway Authority (THEA) requires Professional Services to design a mill and overlay project utilizing minimized plans to mill 1.50" of asphalt and replace with 1.5" of FC 12.5 with Hi-Polymer. The area to be completed is the same as was used by Contract O-00318 for Selmon Expressway (Expwy.) mainline pavement, both eastbound and westbound travel directions, from 78<sup>th</sup> St to Falkenburg (Do not include the Reversible Elevated Lanes). The CONSULTANT shall develop design documents, contract plans, specifications and detailed cost estimates to address the scope shown above. These contract documents will be used to bid the project and by the successful contractor to build the project, and by THEA and its Construction Engineering & Inspection (CEI) CONSULTANT for inspection and final acceptance of the project.

#### **II. PROJECT DESCRIPTION**

The CONSULTANT shall prepare construction plans to mill 1.5" of asphalt and replace it with 1.5" of FC12.5 with Hi-Polymer. The project begins at the eastern bridge limit for the 78<sup>th</sup> st overpass and extend to the western edge of the Falkenburg overpass and utilize the same area as was completed under Contract O-00318. The CONSULTANT shall prepare plans, temporary traffic control plans, specification package, and Engineer's Cost Estimate.

#### **III. ANALYSIS AND PLANS**

Submit Phase IV (100%) and Final plans utilizing the minimized plan philosophy and develop pay item quantities. The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to THEA on acceptable electronic media, as determined by the THEA. Prepare a set of minimized plans that identify the geographic limits of the work utilizing the stationing shown in Contract O-00318. Prepare the Specification Package consistent with the FDOT's Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications. Provide proposed Bid Tabulation Form to be used by THEA to procure competitive bids. No Pavement cores will be necessary. Prepare a safe and effective temporary traffic control design and prepare temporary traffic control plans. Coordinate with THEA for temporary restrictions along the Selmon Expwy. Prepare Roadway, Traffic Control, Signing and Pavement Markings Sheets, plan sheets, notes, and details and bid tabulation form. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction:

Key Sheet

General Notes

Project Layout

Summary of Quantities and associated pay items

Limited Plan Sheets

Temporary Traffic Control Plan Sheets

Signing and Pavement Marking Sheets

Bid Tabulation Form

Prepare plans and complete associated tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. The pavement markings will be replaced to match the existing conditions.

Existing survey data and information will be provided by THEA to support all necessary design services for this project.



#### **IV. PROJECT SCHEDULE**

Within ten (10) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, provide a detailed project activity/event schedule for THEA and CONSULTANT scheduled activities.

#### **V. QUALITY CONTROL**

The CONSULTANT shall be responsible for ensuring that all work products conform to FDOT standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

#### **VI. PROGRESS MEETINGS**

Progress Meetings will be held when requested by the CONSULTANT or THEA. Within ten (10) days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines in a format prescribed by the THEA.

**EXHIBIT C ~ Contract O-00318**

**01010 - SUMMARY OF WORK**

**1. DESCRIPTION**

1.01 This section provides a general summary and overview of the work to be performed in this contract No. O-00318. In performing the work, the contract documents, plans and specifications shall be adhered to.

**2. SCOPE OF WORK**

2.01 The general Scope of Work consists of, but is not limited to: Providing all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to mill and resurface, apply temporary striping, permanent thermoplastic striping and reflective pavement markings to the areas designated between the East approach slab at 78<sup>th</sup> Street and the West approach slab at Falkenburg Road on both the East bound and West bound lanes of the Selmon Expressway (SR618).

2.02 The estimated material quantities are:

Milling (1")	103, 501 S.Y.
Asphalt (SP-9.5)	5,951 Tons
White Messages	6 each (Paint)
White Arrows	4 each (Paint)
6" Solid White Stripe (.07)	4.318 GM (Paint)
6" Solid Yellow Stripe (.07)	4.580 GM (Paint)
8" Solid White Stripe	1.574 GM (Paint)
18" Solid White Stripe	602 L.F (Paint)
6" Yellow 6-10 Skips	0.060 GM (Paint)
6" White 10-30 Skips (.141)	8.775 GM (Paint)
6" Solid White Stripe	4.248 GM (Thermo)
6" Solid Yellow Stripe	4.510 GM (Thermo)
8" Solid White Stripe	1.574 GM (Thermo)
18" Solid White Stripe	602 L.F. (Thermo)
6" Yellow 6-10 Skips	0.060 GM (Thermo)
6" White 10-30 Skips	8.634 GM (Thermo)
White Messages	6 each (Thermo)
White Arrows	4 each (Thermo)
Thermoplastic Removal	418 S.F
6" Solid White Stripe	0.070 GM (Tape)
6" White 10-30 Skips	0.141 GM (Tape)
6" Solid Yellow Stripe	0.70 GM (Tape)
6" Black 10-30 Skips	0.141 GM (Tape)
RPM's	1500 each
I-75 Emblems	7 each (Paint)
I-75 Emblems	7 each (Thermo)
Off Duty Officers	32 E.D.

Maintenance Of Traffic	L.S.
Mobilization	L.S.
Contingency	10%

**It is the Contractor's responsibility to verify all quantities.**

- 2.03 The milling and paving activities are to be performed in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, Section 300, for Bituminous Treatment Surface Courses and Concrete Pavement as follows:
- 2.03.01 300 - Prime and Tack Coats for Base Courses
  - 2.03.02 320 - Hot Bituminous Mixtures – Plant, Methods and Equipment
  - 2.03.03 327 - Milling of Existing Asphalt Pavement
  - 2.03.04 330 - Hot Bituminous Mixtures – General Construction Requirements
  - 2.03.05 337 - Asphalt Concrete Friction Courses
- 2.04 The temporary and permanent striping activities are to be performed in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction. In addition, the Contractor shall install pavement markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures and current design memorandums.
- 2.04.01 706 – Raised Retro-Reflective Pavement Markers and Bituminous Adhesive
  - 2.04.02 709 – Traffic Stripes and Markings – Two-Reactive Components
  - 2.04.03 710 – Painted Pavement Markings
  - 2.04.04 711 – Thermoplastic Traffic Stripes and Markings
- 2.05 Maintenance of Traffic, (MOT), to be provided by the Contractor during all set-up and take-down activities and work activities. Maintenance of Traffic to include at a minimum one (1) off-duty law enforcement officer per work operation. Maintenance of Traffic to be performed by "MOT certified" staff in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, Section 102, Maintenance of Traffic and the latest edition of the Florida Department of Transportation (FDOT) Design Standards, Section 600.
- 2.06 Work to be performed between the hours of 7:00 pm EST and 5:00 am EST, Sunday through Thursday.

**Lane closure restrictions would be as follows:**

**Monday through Friday, EB Direction: No closures between the hours of 6am – 7pm.**

**Monday through Friday WB Direction: No closures between the hours of 5am – 6pm.**

**Saturday and Sunday, EB & WB Direction: No lane closure restrictions, however, one lane should be left open to traffic.**

***Only one lane can be closed at a time during a lane closure.***

- 2.07 Work performance total duration is **90 calendar days** (60 calendar days with an additional 30 days for thermoplastic application cure time for a total work performance time of 90 calendar days). Application of the permanent thermoplastic striping to be applied at the conclusion of the 30 calendar day asphalt curing period.
- 2.08 A FDOT certified tack truck will be required.
- 2.09 The Contractor is to take any and all precautions to protect the vehicular traffic and any appurtenances during all phases of construction. All claims for damage due to the activities of the Contractor and/or its sub-contractors will be the responsibility of the Contractor.

**3. SUBMITTALS**

- 3.01 Submit the following in accordance with shop drawing submittal requirements of the General Provisions.
  - 3.01.01.02 Maintenance of Traffic Plan. The Contractor shall prepare and submit to the Authority a Maintenance of Traffic Plan in accordance with the most recent edition of the Florida Department of Transportation (FDOT), Design Standards, Section 600.

**4. CONTRACT DRAWINGS**

- 4.01 The following is a list of contract construction drawings. The drawings accompany and supplement these specifications. Should disagreements between the drawings, specifications and/or general conditions or existing field conditions be uncovered, said disagreements shall be promptly brought to the attention of the Authority.
- 4.02 Diagrams, Reports and Photographs are provided for reference of existing conditions as illustrative and not inclusive of all existing conditions and not intended to limit or take the place of an examination of existing conditions by the Contractor.
  - 4.02.01 Drawings – Project Construction Drawings
    - 4.02.01. Provided
  - 4.02.02 Diagrams of Existing Conditions
    - 4.02.02 None
  - 4.02.03 Inspection Reports
    - 4.02.03 None
  - 4.02.04 Photographs
    - 4.02.04 None

**5. PRODUCTS**

5.01 None

**6. EXECUTION**

6.01 Work Sequence: **All** contract work shall be completed within 90 calendar days of Day One as established in the Notice to Proceed. Work to be performed between the hours of 7:00 pm, EST and 5:00 am, EST, Sunday through Thursday. Application of the permanent thermoplastic striping to be applied at the conclusion of a thirty (30) calendar day asphalt curing period.

**7. MEASUREMENT AND PAYMENT**

7.01 See Section 01026



**Staffing Estimate**  
 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR 78th Street to Falkenburg Paving Project  
 THEA PROJECT No. O-00318

Personnel Classifications	Billing Rate With OM	Firm	P/C 1 May-24	C 2 Jun-24	C 3 Jul-24	C 4 Aug-24	T 5 Sep-24	Total Staff-Months	Straight Time Staff Hours	Overtime Staff Hours	Total Staff Hours	Total Costs	Premium OT @ 10%	Total Compensation
	With Expenses													
Senior Project Engineer	\$273.82	CON	0.10	0.40	0.40	0.25	0.10	1.25	206		206	\$56,475.38		\$56,475.38
Project Administrator	\$167.31	CON	0.20	1.00	1.00	0.75	0.50	3.45	569		569	\$95,241.22		\$95,241.22
Contract Support Specialist	\$115.04	CON	0.25	0.25	0.25	0.25	0.25	1.25	206		206	\$23,727.00		\$23,727.00
Senior Inspector	\$116.52	CON	0.10	1.00	1.00	0.50	0.25	2.85	470	47	517	\$60,272.88		\$60,272.88
Inspector	\$68.72	CON		1.50	1.50	0.25		3.25	536	54	590	\$40,536.21		\$40,536.21
Asphalt Plant Inspector	\$66.68	ARE		0.75	0.75			1.50	248	25	272	\$18,153.63		\$18,153.63
<b>Total Staff Months / Hours</b>									2235.75	125.4	2361.15	\$294,406.32		\$294,406.32

Legend P = Preconstruction C = Construction T = Post Construction

#### IV. B. 3 CEI - Straddle Bent Sealing

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

**1.0 PURPOSE:**

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

**2.0 SCOPE:**

Provide services as defined in this Scope of Services, the referenced Tampa-Hillsborough County Expressway Authority (THEA) and Florida Department of Transportation (Department or FDOT) manuals, and procedures.

The project for which the services are required is:

Description:	CEI for Seal Straddle Bents Project
County:	Hillsborough County
THEA Project No.	O-0124

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

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of a contract unless otherwise directed in writing by the Authority. Such Department manuals, procedures, and memorandums are found at the FDOT State Construction Office's website (<https://www.fdot.gov/construction>).

The general Scope of Work for the Construction project consists of, but is not limited to: providing all the permits, labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary for the power washing, drying, spall repair, crack sealing, and application of a texture coating to all horizontal and vertical faces of thirteen (13) straddle bent beams located on the Selmon Expressway from 14<sup>th</sup> Street to west of State Road 78 in Hillsborough County.

The Consultant shall provide support for THEA's Public Information Office for the duration of the project.

**3.0 LENGTH OF SERVICE:**

The CEI services for the Seal Straddle Bents Project shall begin upon written notification to proceed by THEA.

Track the execution of the contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by THEA has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with THEA and the Contractor to minimize



rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed, estimated fifteen (15) weather days and thirty (30) calendar days to demobilize and develop the final estimate after final acceptance, for a total of 150 days.

The anticipated letting schedule and construction time for the project is as shown below:

THEA Seal Straddle Bents Project Construction Contract	Duration
THEA Contract #	(Days)
O- 0124	90

**4.0 DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the Authority and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Authority: The Tampa-Hillsborough County Expressway Authority
- C. Authority Contracts and Procurement Manager: The administrative head of the Authority Procurement Office.
- E. Authority Director of Operations and Engineering: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- F. Construction Project Manager: The Authority employee assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- H. Consultant: The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction

Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

- K. Department (FDOT): Florida Department of Transportation
- L. Construction Contract: The written agreement between the Authority and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- M. Contractor: The individual, firm, or company contracting with the Authority for design, furnishing of labor and materials, and performance of work for construction of the project.
- N. Executive Director: The Chief Executive Officer of the Tampa Hillsborough Expressway Authority.
- O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- P. Operations Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Maintenance Contracts for the Authority.
- Q. Public Information Office: The Authority's office assigned to manage the Public Information Program.
- R. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- S. Resident Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Construction Contracts for the Authority.

## **5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT**

- A. The Authority on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
  - 1. Construction Plans,
  - 2. Specification Package,
  - 3. Copy of the Executed Construction Contract
  - 4. Utility Agency's Approved Material List (if applicable).

## **6.0 ITEMS FURNISHED BY THE CONSULTANT**

### **6.1 Department Documents:**

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased

through the following address. All others can be acquired on-line at the Department's website.

Florida Department of Transportation  
Maps and Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 414-4050

<http://www.dot.state.fl.us/construction/>

## **6.2 Office Automation:**

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

Provide each inspection staff with a laptop computer running a Consultant furnished comprehensive construction management system supporting activities including construction administration, field record keeping, contract record maintenance, contractor payment processing, materials management, and civil rights monitoring application through use of a mobile broadband connection to the Consultant furnished server. All computer coding shall be input by Consultant personnel using equipment furnished by them. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:  
<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

## **6.3 Field Office: (NOT APPLICABLE)**

The Authority will not be providing direct compensation for a Field Office.

## **6.4 Vehicles:**

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

## **6.5 Field Equipment:**

Supply survey, inspection, and testing equipment essential to perform services under this Scope of Services; such equipment includes non-consumable and non-expendable items.

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

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

Retain responsibility for risk of loss or damage to said equipment during performance of this Scope of Services. Field office equipment shall be maintained and in operational condition at all times.

**6.6 Licensing for Equipment Operations:**

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

**7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:**

For the duration of the contract, keep THEA's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

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

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

**8.0 PERFORMANCE OF THE CONSULTANT:**

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

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Authority to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

**9.0 REQUIREMENTS OF THE CONSULTANT:**

**9.1 General:**

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

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and direct the Contractor to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

**9.2 Survey Control: : (NOT APPLICABLE)**

**9.3 On-site Inspection:**

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

**9.4 Sampling and Testing:**

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will perform inspection and sampling of materials and components at locations remote from the project site. In addition, the Consultant will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Authority will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a Consultant laboratory to the appropriate laboratory.

Input verification testing information and data into the Consultant furnished comprehensive construction management system supporting construction administration, field record keeping, and materials management.

## **9.5 Engineering Services:**

Coordinate the Construction Contract administration activities and with the Contractor as necessary to complete the construction of the project. Notwithstanding the above, the Consultant is not liable to the Authority for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Consultant shall create and maintain an electronic document management system. The following services shall be performed:

1. Schedule and conduct a meeting with the Authority prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
2. Review all Contractor-Initiated submittals subject to a 10-business day review time by the Authority.
  - i. Review times will commence after the Authority performs a completeness review, and in its sole and absolute direction, determines the submittal is sufficiently complete to be reviewed.
3. Submit an Engineer's Certification of Compliance at the end of the project.
4. Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
5. Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates,

concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.

6. Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues and process the necessary paperwork.
7. When applicable, monitor, inspect and document Contractor's utility coordination efforts for compliance with Construction contract. Facilitate coordination and communication between Utility Agency's representatives, Authority's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Authority and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other Authority and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
8. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the Authority to make timely payment to the Contractor.
9. When applicable, prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
10. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with Authority procedures.
11. The Authority will provide Public Information Services.
12. Video record the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
13. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Photographs and other media will be filed and maintained on the Consultant's computer using a Digital Media Management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under the contract.

**Unless otherwise agreed to by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project**

**Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.**

**10.2 Personnel Qualifications:**

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Authority. Staff that has been removed shall be replaced by the Consultant within one week of Authority notification.

Before the project begins, all project staff shall have a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Authority and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The Authority Director of Operations and Engineering or designee will have the final approval authority on such exceptions.

**CEL SENIOR PROJECT ENGINEER** - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:



QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Complete the Florida Department of Transportation Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

**CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER** - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

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

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

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

**CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER** –

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Intermediate MOT

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

**QUALIFICATIONS:**

CTQP Final Estimates Level II

**CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST** - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

**CEI UTILITY COORDINATOR** - High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

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

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

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges) CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I CTQP Final Estimates Level I

**CERTIFICATIONS:** FDOT Intermediate MOT Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I

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

**CEI SENIOR ITS INSPECTOR** - High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civil Engineering Degree and one (1) year of ITS CEI experience, plus demonstrated knowledge in the following:

**QUALIFICATIONS:**

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
MVDS Operations and Testing  
FDOT SEMP Training  
Familiarity with Existing Communication Equipment and Switches

**CERTIFICATIONS:**

IMSA Fiber Optics for ITS Level II Field (or equivalent)

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

**CEI INSPECTOR/ENGINEER INTERN** - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

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

**QUALIFICATIONS:**

CTQP Concrete Field Inspector Level I CTQP Asphalt Roadway Level I  
CTQP Earthwork Construction Inspection Level I  
CTQP Pile Driving Inspection  
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)  
CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety  
IMSA Traffic Signal Inspector Level I  
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

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

**CEI ASPHALT PLANT INSPECTOR** - High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

**CEI ITS INSPECTOR** - High School Graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus demonstrated knowledge in the following

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing  
DMS Operation and Testing  
Controller Operation and Testing  
CCTV Installation, Operation and Testing  
Familiarity with Existing Communication Equipment and Switches  
MVDS Operations and Testing

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for inspecting the construction work; monitoring the correct ITS and electrical installation techniques to ensure conformance with the plans, specification, National Electrical Code and other applicable manuals. Responsible for escalating to the Senior Inspector or Project Administrator (as applicable) any deficiencies.

**CEI INSPECTORS AIDE** - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher- level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

**CEI SECRETARY/CLERK TYPIST-** High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

**10.3 Staffing:**

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

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

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed five (5) days maximum to mobilize, relocate, or terminate such forces.

**11.0 QUALITY ASSURANCE (QA) PROGRAM:**

**11.1 Quality Assurance Plan:**

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

**A. Organization:**

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

**B. Quality Assurance Reviews:**

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

**C. Quality Assurance Records:**

Outline the types of records which will be generated and maintained during the execution of the QA program.

**D. Control of Subconsultants and Vendors:**

Detail the methods used to control subconsultant and vendor quality.

**E. Quality Assurance Certification:**

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Authority procedures.

**11.2 Quality Assurance Reviews:**

On this short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

**11.3 Quality Records:**

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

**12.0 CERTIFICATION OF FINAL ESTIMATES:**

**12.1 Final Estimate Submittal:**

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

Submit the Final Estimate(s) documenting the Contractor's work in accordance with the Review and Administration Manual.

**12.2 Certification:**

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a digitally signed certification on a form pursuant to Department and Authority's procedures.

**12.3 Offer of Final Payment:**

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the Authority for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

### 13.0 **AGREEMENT MANAGEMENT:**

#### 13.1 **General:**

- (1) When the Consultant identifies a condition that will require an amendment to the contract the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority two (2) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.
- (2) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Authority.

#### 13.2 **Invoicing Instructions:**

Monthly invoices shall be submitted to the Authority in a format and distribution schedule defined by the Authority, no later than the 30th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Authority prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the Authority in electronic and hard copy formats in accordance with Authority's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Authority.

A Final Invoice will be submitted to the Authority no later than the 30<sup>th</sup> day following Final Acceptance of the individual project or as requested by the Authority.

### 14.0 **OTHER SERVICES:**

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

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.

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





**Staffing Estimate**  
 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR Straddle Bent Sealing Project  
 THEA PROJECT No. O-0124

Personnel Classifications	Billing Rate With OM	Firm	P/C 1 May-24	C 2 Jun-24	C 3 Jul-24	C 4 Aug-24	T 5 Sep-24	Total Staff-Months	Straight Time Staff Hours	Overtime Staff Hours	Total Staff Hours	Total Costs	Premium OT @ 10%	Total Compensation
	With Expenses													
Senior Project Engineer	\$273.82	CON	0.05	0.05	0.05	0.05	0.05	0.25	41		41	\$11,295.08		\$11,295.08
Project Administrator	\$167.31	CON	0.10	0.20	0.20	0.20	0.10	0.80	132		132	\$22,084.92		\$22,084.92
Contract Support Specialist	\$115.04	CON	0.10	0.10	0.10	0.10	0.20	0.60	99		99	\$11,388.96		\$11,388.96
Senior Inspector	\$116.52	CON	0.10	0.25	0.25	0.25	0.10	0.95	157	16	172	\$20,090.96		\$20,090.96
Inspector	\$68.72	CON		0.75	0.75	0.75		2.25	371	37	408	\$28,063.53		\$28,063.53
<b>Total Staff Months / Hours</b>									800.25	52.8	853.05	\$92,923.45		\$92,923.45

Legend P = Preconstruction C = Construction T = Post Construction

#### IV. D. 1 Revenue Sufficiency Resolution 673



**Stantec Consulting Services Inc.**  
 475 5th Avenue, 12th Floor  
 New York, NY 10017

April 15, 2024

**Attention: Jeff Seward**  
 Director of Finance  
 Tampa-Hillsborough Expressway Authority  
 1104 E. Twiggs Street  
 Tampa, FL 33602

Dear Mr. Seward,

**Reference: Toll Covenant Revenue Sufficiency Certification FY2025**

Pursuant to Section 5.07 of the Master Bond Resolution (the “Master Resolution”) for the Tampa-Hillsborough Expressway Authority (THEA), the Traffic Engineer is required to certify that Pledged Funds Estimated for the following year will be sufficient to comply with estimated payments as required by the terms of the Master Resolution. The tests to be conducted per the toll covenants in the Master Resolution are summarized in **Table 1**.

**Table 1: Toll Revenue Sufficiency Tests Defined by Toll Covenants in the Master Resolution**

Sufficiency Test			Toll Coverage Ratio	Source
Test ID	Name	Description	Requirements	
Test (i)	Net System Revenue	Net System Revenues / Debt Service	1.30	Section 5.07(B)(i)
Test (ii)	System Gross Revenue	Gross Toll Revenue / Multiple Costs	1.00	Section 5.07(B)(ii)

Net System Revenues = Gross Revenue minus Operations, Maintenance and Administrative (OM&A) Costs  
 Multiple Costs include the following

- OM&A
- Required deposits to OM&A Reserve Account
- Required deposits to Debt Service Account in Sinking Fund
- Required deposits to Debt Service Reserve Account in Sinking Fund
- Required deposits to the Renewal and Replacement Fund
- All other payments required except any discretionary payments pursuant to Section 4.03(J)

In the summer of 2020 Stantec conducted an investment grade traffic and toll revenue study (2020 IG T&R Study) to support the Series 2020A and 2020B bond sales and included in the official statement dated August 27, 2020. For that bond sale, Stantec developed three scenarios of potential T&R as a function of the uncertain recovery from the COVID-19 pandemic (the Pandemic). For financing and budgeting purposes, THEA selected the mid-duration scenario. The forecasts for the remainder of FY20 and FY21 through March 2023 have been exceeded.

Based on this performance the T&R forecast was updated in February 2024 to reflect the slow steady growth we have seen since the recovery from the pandemic. This forecast assumes the standard toll

Reference: Toll Covenant Revenue Sufficiency Certification FY2025

indexing to occur from FY25 and beyond, which includes an annual increase of SunPass toll rates by 2.5 percent and application of the standard toll-by-plate (TBP) surcharge by vehicle class. This and other assumptions of the T&R analysis are largely consistent with the 2020 IG T&R Study including all transportation improvements from the various work programs, all of which can be found in the 2020 IG T&R Study Report.

The Net System Revenue Test identified as test (i) in Section 5.07 (B) of the Master Resolution is presented in Table 2. Based on the Stantec estimates and the information provided, the Net System Revenues are estimated to meet the required coverage level in FY2025.

**Table 2: Test (i): Net System Revenue (\$000s)**

Test (i): Net System Revenue (\$000s)									
Fiscal Year	System Gross Toll Revenues	Other Income	System Gross Revenues	Operating Costs	Net System Revenues	Annual Debt Service	Toll Coverage Ratio	Toll Coverage Requirement	Pass
2024	\$126,827	\$3,847	\$130,674	\$27,574	\$103,100	\$37,926	2.72		
2025	\$130,800	\$5,939	\$136,739	\$30,465	\$106,274	\$48,614	2.19	1.3	Yes

Gross Toll Revenue: Stantec 2024 Revised T&R Forecast

Other Income: from THEA estimates including earnings on Investments (OM&A, R&R & GR Fund Earnings) and Misc. Income

Operating Costs: operations, maintenance and administrative expenses from THEA

Annual Debt Service: All outstanding Debt Service per 2020 Official Statement

Toll Coverage Ratio: Net System Revenues / Annual Debt Service

Reference: Toll Covenant Revenue Sufficiency Certification FY2025

The System Gross Revenue Test identified as test (ii) in Section 5.07 (B) of the Master Resolution is presented in Table 3. Based on the Stantec estimates and the information provided, the System Gross Revenue or pledged revenue is estimated to meet the required coverages in FY2025. The Costs, Deposits, and Other Payments were provided by THEA.

**Table 3: Test (ii): System Gross Revenues (\$000s)**

Test (ii): System Gross Revenue (\$000s)							
Fiscal Year	Pledged Revenue			Costs, Deposits & Other Payments	Toll Coverage Ratio	Toll Coverage Requirement	Pass
	Gross Toll Revenues	Other Income	System Gross Revenues				
2024	\$126,827	\$3,847	\$130,674	\$92,268	1.42		
2025	\$130,800	\$5,939	\$136,739	\$89,079	1.54	1.0	Yes

Gross Toll Revenue: Stantec 2024 Revised T&R Forecast

Other Income: from THEA estimates including earnings on Investments (OM&A, R&R & GR Fund Earnings) and Misc. Income

Costs, Deposits and Other Payments: from THEA estimates including those items below

OM&A

Required deposits to OM&A Reserve Account

Required deposits to Debt Service Account in Sinking Fund

Required deposits to Debt Service Reserve Account in Sinking Fund

Required deposits to the Renewal and Replacement Fund

All other payments required except any discretionary payments pursuant to Section 4.03(J)

Toll Coverage Ratio: System Gross Revenues / Costs, Deposits & Payments

The limits and disclaimers for these forecasts are presented after the signature.

Regards,

**Stantec Consulting Services Inc.**



**Phil Eshelman**  
**Principal**

Reference: Toll Covenant Revenue Sufficiency Certification FY2025

## Limits and Disclaimers

It is Stantec's opinion that the traffic and toll revenue estimates provided herein represent reasonable and achievable levels of traffic and toll revenues that can be expected to accrue on the Selmon Expressway over the forecast period and that they have been prepared in accordance with accepted industry-wide practice. However, as should be expected with any forecast, and given the uncertainties within the current economic climate, it is important to note the following assumptions which, in our opinion, are reasonable:

- This limited synopsis presents the highlighted results of Stantec's consideration of the information available as of the date hereof and the application of our experience and professional judgment to that information. It is not a guarantee of any future events or trends. The 2020 IG T&R Study provides full detail of the assumptions, which includes gradual lifting of restrictions related to the Pandemic with no regression to the previous stricter governmental constraints.
- The traffic and toll revenue estimates will be subject to future economic and social conditions, demographic developments and regional transportation construction activities that cannot be predicted with certainty.
- The estimates contained in this document, while presented with numeric specificity, are based on a number of estimates and assumptions which, though considered reasonable to us, are inherently subject to economic and competitive uncertainties and contingencies, most of which are beyond the control of THEA and cannot be predicted with certainty. In many instances, a broad range of alternative assumptions could be considered reasonable with the availability of alternative toll schedules, and any changes in the assumptions used could result in material differences in estimated outcomes.
- The standards of operation and maintenance on all of the Selmon Expressway (as defined in the 2020 IG T&R Study) will be maintained as planned within the business rules and practices.
- The general configuration and location of the Selmon Expressway and its interchanges will remain as discussed in the 2020 IG T&R Study.
- Access to and from the Selmon Expressway will remain as discussed in the 2020 IG T&R Study.
- No other new competing highway projects are assumed to be constructed or significantly improved in the project corridor during the project period, except those identified within the 2020 IG T&R Study.
- Major highway improvements that are currently underway or fully funded will be completed as planned.
- The Selmon Expressway will be well maintained, efficiently operated, and effectively signed to encourage usage.
- No reduced growth initiatives or related controls that would significantly inhibit normal development patterns will be introduced during the forecast period.
- There will be no future serious protracted recession during the forecast period.
- There will be no protracted fuel shortage during the forecast period.

**Reference:** Toll Covenant Revenue Sufficiency Certification FY2025

- No local, regional, or national emergency will arise that will abnormally restrict the use of motor vehicles.

In Stantec's opinion, the assumptions underlying the study provide a reasonable basis for the analysis. However, any financial projection is subject to uncertainties. Inevitably, some assumptions used to develop the projections will not be realized, and unanticipated events and circumstances may occur.

Reference: Toll Covenant Revenue Sufficiency Certification FY2024

## Limits and Disclaimers

It is Stantec's opinion that the traffic and toll revenue estimates provided herein represent reasonable and achievable levels of traffic and toll revenues that can be expected to accrue on the Selmon Expressway over the forecast period and that they have been prepared in accordance with accepted industry-wide practice. However, as should be expected with any forecast, and given the uncertainties within the current economic climate, it is important to note the following assumptions which, in our opinion, are reasonable:

- This limited synopsis presents the highlighted results of Stantec's consideration of the information available as of the date hereof and the application of our experience and professional judgment to that information. It is not a guarantee of any future events or trends. The 2020 IG T&R Study provides full detail of the assumptions, which includes gradual lifting of restrictions related to the Pandemic with no regression to the previous stricter governmental constraints.
- The traffic and toll revenue estimates will be subject to future economic and social conditions, demographic developments and regional transportation construction activities that cannot be predicted with certainty.
- The estimates contained in this document, while presented with numeric specificity, are based on a number of estimates and assumptions which, though considered reasonable to us, are inherently subject to economic and competitive uncertainties and contingencies, most of which are beyond the control of THEA and cannot be predicted with certainty. In many instances, a broad range of alternative assumptions could be considered reasonable with the availability of alternative toll schedules, and any changes in the assumptions used could result in material differences in estimated outcomes.
- The standards of operation and maintenance on all of the Selmon Expressway (as defined in the 2020 IG T&R Study) will be maintained as planned within the business rules and practices.
- The general configuration and location of the Selmon Expressway and its interchanges will remain as discussed in the 2020 IG T&R Study.
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- Major highway improvements that are currently underway or fully funded will be completed as planned.
- The Selmon Expressway will be well maintained, efficiently operated, and effectively signed to encourage usage.
- No reduced growth initiatives or related controls that would significantly inhibit normal development patterns will be introduced during the forecast period.
- There will be no future serious protracted recession during the forecast period.
- There will be no protracted fuel shortage during the forecast period.



**RESOLUTION NO. 673**

**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, 2025;

**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 April 22, 2024.

**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

## VI. A. 1 Contract Renewals and Expirations

Project Manager	Firm	Description of Services	Contract Effective Date	Contract Expiration Date	Term of Contract (Years)	Bid / Renew / End	Initial Services Date
Judith	Burgess & Niple, Inc.	Misc. Design & Construction Services	10/10/2019	10/10/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 10/10/24	10/10/2019
Bob	HDR Engineering Inc.	Misc. Planning and Traffic Services	9/11/2019	9/11/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 9/11/24	3/25/2019
Bob	Kimley-Horn and Associates, Inc.	Misc. Trails, Parks and Community Enhancement	10/1/2019	10/1/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 10/1/24	10/1/2019
Bob	Marlin Engineering	Misc. Emerging Technology Services	10/1/2019	10/1/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 10/1/24	10/1/2019
Jeff	PFM Financial Advisors LLC	Financial Advisory Services	9/1/2019	9/1/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 9/1/24	9/1/2019
Bob	RS&H Inc.	Misc. Planning and Traffic Services	9/9/2019	9/9/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 9/9/24	7/26/2016
Bob	WGI, Inc.	Misc. Planning and Traffic Services	10/1/2019	10/1/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 10/1/24	10/1/2019
Bob	Yunex, LLC	Misc. Emerging Technology Services	9/6/2019	9/6/2024	3-yr, 2 Optional 1-yr Renewals	Expires ~ 9/6/24	9/6/2019
Judith	BCC Engineering	Professional Engineering Services	10/12/2021	10/12/2026	3-yr, 2 Optional 1-yr Renewals	Renew (1st one-year renewal ~10/12/24 - 10/12/25)	10/12/2021
Bob	Calvin, Gioedano & Associates, Inc.	Misc. Trails, Parks and Community Enhancement Services	9/1/2020	9/1/2025	3-yr, 2 Optional 1-yr Renewals	Renew (2nd one-year renewal ~ 9/1/24 - 9/1/25)	9/1/2020
Judith	KCI Technologies, Inc.	Misc. Design & Construction Inspection CEI	9/1/2020	9/1/2025	3-yr, 2 Optional 1-yr Renewals	Renew (2nd one-year renewal ~ 9/1/24 - 9/1/25)	9/1/2020
Judith	Kisinger Campo & Associates, Corp. (KCA)	Misc. Design & Construction Inspection CEI	9/1/2020	9/1/2025	3-yr, 2 Optional 1-yr Renewals	Renew (2nd one-year renewal ~ 9/1/24 - 9/1/25)	10/17/2016
Gary	Milligan Partners	Misc. Toll Operations Support	10/26/2021	10/26/2024	3-yr, 2 Optional 1-yr Renewals	Renew (1st one-year renewal ~ 10/26/24 - 10/26/25)	10/26/2021
Gary	RS&H Inc.	Misc. Toll Operations Support	10/28/2021	10/27/2024	3-yr, 2 Optional 1-yr Renewals	Renew (1st one-year renewal ~ 10/28/24 - 10/28/25)	10/28/2021
Keisha	Vistra Communications	Marketing and Communication Services	10/1/2020	10/1/2023	3-yr, 2 Optional 1-yr Renewals	Renew (2nd one-year renewal ~ 10/1/24 - 10/1/25)	10/1/2020
Keisha	Vistra Communications	Government Relations	10/1/2021	10/1/2024	3-yr, 2 Optional 1-yr Renewals	Renew (1st one-year renewal ~ 10/1/24 - 10/1/25)	10/1/2021