



Meeting of the Board of Directors

June 22, 2026 - 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 provide 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 – *Vince Cassidy, Chairman*

II. Invocation – *Cody Powell, Secretary*

III. Public Input/Public Presentations - *Vince Cassidy, Chairman*

IV. Discussion/Action Items – *Vince Cassidy Chairman*

A. Executive Director – *Greg Slater*

1. A Year in Review - Presentation

B. Budget and Finance – *Jeff Seward, Chief Financial Officer*

1. Adoption of the THEA Work Program – Fiscal Year 2027

Purpose: The Capital Work Program consists of preservation and enhancement projects that will increase the safety, operations, and reliability of THEA facilities. The Work Program includes the existing fiscal year, budget year, and four planning years.

Action: Request the Board to approve the FY2027 Capital Work Program.

2. Adoption of Fiscal Year 2027 Operating, Maintenance and Administrative Budget

Pursuant to Section (3) of FS 189.016, Uniform Special District Accountability Act, THEA is obligated to adopt by Resolution its FY2027 budget.

Action: Request Board approval of Resolution No. 682 to adopt the FY2027 Annual Operating, Maintenance, and Administrative Budget.

C. Office of Infrastructure – Greg Deese, P.E., Director

1. South Selmon Capacity Project (SSCP) Intelligent Transportation System (ITS) Support – TransCore - \$124,640

Purpose: To execute a task order with the ITS maintenance contractor, TransCore, for continued support during construction of the South Selmon Capacity Project.

Funding: Capital Budget - \$124,640

Action: Request the Board to authorize the Executive Director to execute a task order with TransCore for ITS field support in the amount of \$124,640.

2. East & West Selmon ITS Phased Design-Build (PDB) Independent Cost Estimate - Burns & McDonnell - \$249,759

Purpose: To execute a task order with Burns & McDonnell to serve as the Independent Cost Estimator for the East & West Selmon ITS PDB. Burns & McDonnell will provide independent, open-book cost estimating and schedule impact analysis services at key design milestones, supporting the Authority in achieving accurate and transparent pricing for Work Package Proposals.

Funding: Capital Budget \$249,759

Action: Request the Board to authorize the Executive Director to execute a task order with Burns & McDonnell to provide independent cost estimating services in support of the ITS PDB project in the amount of \$249,759.

3. East & West Selmon ITS PDB Planning Phase Support – Traffic Management Solutions - \$1,000,000

Purpose: To authorize a task order and commence the Planning Phase with Traffic Management Solutions (TMS) for the East & West Selmon ITS Phased Design Build Project. During this phase, the design-build firm, regional stakeholders, and THEA will collaborate and optimize the project design.

Funding: Capital Budget – not to exceed \$1,000,000

Action: Request the Board to authorize the Executive Director to execute a task order with TMS to initiate the Planning Phase in the not to exceed amount of \$1,000,000.

4. Brorein Pedestrian Safety Improvements Construction, Engineering, and Inspection (CEI) Services – EXP - \$160,197

Purpose: To execute a task order with EXP for CEI services for the Brorein Pedestrian Safety Improvements project.

Funding: Capital- \$160,197

Action: Request the Board to authorize the Executive Director to execute a task order with EXP to provide CEI services for the upcoming Brorein Pedestrian Safety Improvements Project in the amount of \$160,197.

5. High Mast Conduit – Webber - \$75,838

Purpose: To relocate underground electrical infrastructure serving the high mast lighting system at the East Toll Plaza.

Funding: Capital Budget - \$75,838

Action: Request the Board to authorize the Executive Director to execute a task order with Webber for the for the relocation of high mast lighting circuits in conflict with the East Selmon toll gantry project in the amount of \$75,838.

6. East Mainline Toll Gantry Post Design Services – Kissinger Campo & Associates (KCA) - \$228,745

Purpose: To execute a task order with KCA to provide engineering and design review services through construction of the East Mainline Toll Gantry project.

Funding: Capital Budget - \$228,745

Action: Request the Board to authorize the Executive Director to execute a task order with KCA to provide post-design services for the upcoming East Mainline Gantry construction in the amount of \$228,745.

D. Toll Technology & Customer Experience – Raul Rosario, Director

1. Independent Audit System (IAS) Procurement - HNTB – \$136,010

Purpose: To execute a task order with HNTB to support the development of a Request for Proposals (RFP) and related procurement activities for a toll facility Independent Audit System.

Funding: Capital Budget-\$136,010

Action: Request the Board to authorize the Executive Director to execute a task order with HNTB for \$136,010 to provide professional services support in the development and execution of the IAS RFP.

2. Roadside Toll Collections System (RTCS) Implementation Design and Implementation Phase – HNTB - \$1,563,000

Purpose: To execute a task order with HNTB to support the design and implementation of the Roadside Toll Collections System. These services will include project management and administration, design and development support, installation and testing oversight, and go-live planning and transition support.

Funding: Capital Budget-\$1,563,000

Action: Request the Board to authorize the Executive Director to execute a task order with HNTB for \$1,563,000 to provide services in support of the new Roadside Toll Collections System implementation.

E. Legal – Amy Lettelleir, Chief Legal Officer

1. RTCS Approval of Final Ranking and Contractor Selection

Purpose: To accept the Evaluation Committee’s rankings and approve the selection of the highest ranked firm to replace THEA’s Roadside Toll Collection System.

Firm	Rank
Conduent	81.29
Indra	87.87
Kapsch	82.46
Neology	86.06
TransCore	91.66

Action: Request the Board to accept the Evaluation Committee’s rankings and to authorize and direct staff to negotiate and execute a contract with the highest ranked firm, TransCore. If negotiations are unsuccessful, staff shall negotiate with the number two ranked firm. Contract is subject to review and approval by THEA’s Chief Legal Officer.

2. Approval of Tampa-Hillsborough County Expressway Authority Interlocal Agreements with the Lee County Tax Collector’s Office and the Sarasota County Tax Collector’s Office

Purpose: To allow customers to pay THEA tolls to the Lee County Tax Collector’s office and the Sarasota County Tax Collector’s Office for the release of registration holds and to provide the procedures for remittance and reporting between the parties.

Action: Authorize THEA’s Chairman to execute an Interlocal Agreements with the Lee County Tax Collector’s Office and the Sarasota County Tax Collector’s Office.

3. Fiscal Year 2027 Commercial Property Insurance, Sabotage and Terrorism Insurance, and Crime Insurance – *Chris Connelly and Kim McKenney from Arthur J. Gallagher*

Purpose: To obtain Commercial Property, Sabotage and Terrorism, and Crime Insurance coverage for FY2027.

Funding: Operating Budget - \$1,247,198.81

Action: Request Board authorization to bind Commercial Property, Sabotage and Terrorism, and Crime coverage for FY2027.

V. Consent Agenda – *Vince Cassidy, Chairman*

A. Approval of the Minutes of the May 4, 2026, Budget Workshop and the May 18, 2026, Board Meeting

B. Approval of Ongoing Capital Project Task Work Orders – FY2027

1. Post-Tensioned Bridge Asset Management – HNTB - \$299,990
2. Brorein Pedestrian Safety Improvements – HNTB – \$52,739
3. Reversible Express Lane Gate System Replacement Support – HNTB – \$72,985
4. Advanced Traffic Management System – HNTB - \$149,990
5. Brandon Parkway Refresh Support – HNTB - \$79,997
6. Bridge Rehabilitation (Painting) – HNTB - \$74,983
7. 12th Street Park – HNTB - \$98,989
8. Selmon East Phase 1 - (Eastbound from 1-4 Connector to 78th Street) – HNTB - \$179,637
9. Bridge Inspections – HNTB - \$59,985
10. East Selmon Fence Replacement (West of 21st Street to Westside of Falkenburg Road) – HNTB - \$78,863
11. Meridian Trail and Stormwater – HNTB - \$74,940
12. Drainage Asset Management – HNTB - \$149,995
13. Biennial Bridge Inspection for FY27 – Burgess & Niple - \$518,178
14. Structural Health Monitoring – Burgess & Niple - \$146,300
15. Post Tensioned Bridge Support – Burgess & Niple – \$505,945
16. Post Tensioned Bridge Support – Hardesty & Hanover - \$496,488
17. Meridian Trail - Post-Concept Support – WSP - \$58,564
18. Selmon Greenway East – 12th Street to 19th Street – WSP - \$157,657
19. US 301 PD&E Support – WSP - \$214,579

VI. Staff Reports

A. Office of Infrastructure – *Greg Deese, P.E., Director*

B. Toll Technology and Customer Experience – *Raul Rosario, Director*

VII. Executive Reports

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

1. Contract Renewals, Expirations and Extensions
2. Director’s Report

B. Chief Legal Officer – *Amy Lettelleir, Esq.*

C. Chairman – *Vince Cassidy, Chairman*

1. Upcoming Meetings

- Board Workshop – August 10
- Board Meeting – August 24

VIII. Old Business

IX. New Business

X. Adjournment

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Fiscal Year Revenue and Operating Expenditure Summary		
Revenue		
Toll Revenues	\$142,799,000	\$137,900,000
Other Revenues	586,562	930,218
Investment/Interest Income	14,000,000	15,000,000
Total Fiscal Year Revenues	\$157,385,562	\$153,830,218
Expenditure		
Toll Operations	\$7,287,473	\$10,902,751
Maintenance	9,191,767	8,608,659
Communications	881,500	691,500
General Counsel/HR/Procurement	588,000	220,000
Planning and Innovation	1,441,495	1,060,509
Administration – Personnel	7,466,211	6,751,203
Administration – Professional Services	2,434,375	2,034,550
Administration – General	563,200	577,463
Information Technology	1,795,949	1,593,423
Total Fiscal Year Expenditures	\$31,649,970	\$32,440,058
Total Debt Service – Principal and Interest*	\$48,439,116	\$48,447,635
<i>Debt Service Ratio =>1.30 (1.50) (estimated; determined at YE)</i>	3.07	2.51
Net Available for Future System Projects/Work Program (Rev-Exp & DS)	\$77,296,476	\$72,942,525

	FY2027 Proposed Budget	FY2026 Adopted Budget
Fiscal Year Capital Expenditure Summary		
Expenditure		
Preservation (Replacement & Renewal) (expensed; not capitalized)	\$11,245,075	\$10,665,644
Enhancement/Capacity (capitalized)	146,845,728	119,907,089
Programmatic (non-CIP/non-OM&A) **(expensed; not capitalized)	3,372,900	11,614,952
Total Fiscal Year Capital Expenditures	\$161,463,703	\$142,187,685

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Toll Operations		
Florida Turnpike Enterprise Processing*		
FTE SunPass Transaction Process Fees (Prepaid Accounts)	\$4,200,000	\$1,139,544
FTE SunPass Transaction Process Fees (Postpaid Accounts)	-	2,795,826
FTE Transponder Costs	-	2,590,160
FTE SunPass Credit Card Fees	-	349,829
FTE Back-Office System Costs	-	679,354
Total Florida Turnpike Enterprise Processing Expenditures	\$4,200,000	\$7,554,713
Toll Collections		
Managed Services for Image Review (TBP)	\$1,350,000	\$1,453,707
Toll Delinquency Services	3,000	3,000
Other Professional Services – Toll Collections (GTC)	250,000	471,526
Operational Support of Selmon Discount Program	47,000	47,000
Total Toll Collections Expenditures	\$1,650,000	\$1,975,233
Toll System Maintenance and Support		
Manual Image Review Application	\$85,000	\$68,000
Solar Panels	345	345
Solar Panel System Maintenance	2,500	4,000
Total Toll System Maintenance and Support Expenditures	\$87,845	\$72,345
Other Toll Operations Expenses		
Open Road Tolling (ORT) In-Lane IT Maintenance & Support	\$1,276,628	\$1,239,445
Toll System Incidentals**	2,500	5,000
Tolling Cabinet A/C Maintenance	20,000	31,015
Portable Gantry Maintenance***	50,000	-
Interoperability and Tax Collector Project Support	500	25,000
Total Other Toll Operations Expenditures	\$1,349,628	\$1,300,460
Total Toll Operations Expenditures	\$7,287,473	\$10,902,751

*Florida Turnpike Enterprise changed the methodology utilized for SunPass transaction processing
**Line item renamed for FY2027; FY2026 and prior: *ORT In-Lane IT spare parts*
***New line item added for FY2027

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Maintenance		
Roadway, Facilities, Maintenance Support Services		
Roadway Maintenance	\$4,780,913	\$4,844,000
Consultant – Roadway Maintenance	404,900	296,000
East & West Building Maintenance	11,000	11,000
Utilities Operations and Maintenance	535,000	510,000
Generator Fuel	13,000	8,000
Road Ranger	235,000	228,600
Roadway/Facility Maintenance Miscellaneous	120,000	263,000
Consultant – Environmental Monitoring and Maintenance	35,000	44,290
Consultant – Permitting	235,000	106,090
GEC Operations Programmatic Support and Development	0	81,679
Total Roadway, Facilities, Maintenance Support Services Expenditures	\$6,369,813	\$6,392,659
Landscape/Hardscape Brandon Parkway & Meridian		
Landscape Maintenance Provider	\$794,354	\$791,000
Miscellaneous Landscape/Hardscape	100,000	120,000
Total Landscape/Hardscape Brandon Parkway & Meridian Expenditures	\$894,354	\$911,000
Intelligent Transportation System (ITS) & Other		
ITS Network Consulting Support (External Facility)	\$600,000	\$450,000
Spare Parts/Tools/ITS Equipment	250,000	100,000
Consultant – ITS Maintenance Support	80,000	30,000
Fleet Operation Costs – Fuel, Maintenance	18,000	10,000
Miscellaneous ITS Maintenance	0	5,000
Uniforms, Safety Vests	500	0
ITS - Disaster Recovery	0	10,000
GEC Incident Management Support	50,000	50,000
Crash Analysis and Reporting	179,100	0
Total Intelligent Transportation System (ITS) & Other Expenditures	\$1,177,600	\$655,000
GEC Work Program Support	\$750,000	\$650,000
Total Maintenance Expenditures	\$9,191,767	\$8,608,659

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Information Technology		
Enterprise-Wide Software Licensing	\$595,120	\$271,124
ITS Equipment Monitoring/Maintenance	42,500	40,536
Operations Network – ITS Support	41,500	39,500
Enterprise-Wide Telephone/Communications	105,500	143,311
IT Equipment and Expenses	63,076	42,000
Cyber-security Management	296,840	563,552
IT Disaster Recovery Management	49,546	82,000
Finance IT Support Services	5,000	14,700
IT Support Services – Monitoring	45,000	43,000
IT Support Services – IT Help Desk	177,968	150,000
IT Support Services – Network Engineer	75,000	105,040
ITS Maintenance & Service Provider (Internal Facility)	134,499	98,660
IT Continuity of Operations*	164,400	0
Total Information Technology - Expenditures	\$1,795,949	\$1,593,423

*Line item added in FY2027

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Communications		
Communication Services	\$250,000	\$300,000
Printed Collateral/Promotional*	100,000	180,000
Website Services, Design and Development**	320,000	0
Memberships/Sponsorships	171,500	171,500
Special Events/Miscellaneous	40,000	40,000
Total Communications Expenditures	\$881,500	\$691,500

*Line item renamed in FY2027; FY2026 and prior: *Print/Video/Digital*

**Line item added in FY2027

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
General Counsel/HR/Procurement		
General Legal Support Services	\$75,000	\$60,000
Real Estate, Cyber-security and Litigation Legal Support Services*	150,000	35,000
HR/Procurement/Contract Support and Consulting Services**	50,000	125,000
HR Services***	113,000	0
Contract and Document Management****	200,000	0
Total General Counsel/HR/Procurement Expenditures	\$588,000	\$220,000

*Line item renamed in FY2027; FY2026 and prior: *Cyber-security and Litigation Support Services*

**Line item renamed in FY2027; FY2026 and prior: *HR Support and Consulting services*

***Line item added in FY2027

****Line item added in FY2027

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Planning and Innovation*		
Transportation Planning - Agency Collaboration	\$25,000	\$40,160
Transportation Planning - Modeling	513,495	67,760
Transportation Planning - Tolling Support	25,000	50,000
Transportation Planning - Data Collection (Traffic, Crash, Near Miss) *	65,000	204,400
Grant Pursuits	40,000	0
Strategic Planning/Key Performance Indicator Support**	0	120,000
Work Program Development - Years 7 through 30***	280,000	276,794
Greenway & Rails Concept Planning	40,000	48,620
Micromobility Counts Program	128,000	127,775
Economic Analysis	75,000	125,000
Performance Planning Needs Development****	250,000	0
Total Planning and Innovation Expenditures	\$1,441,495	\$1,060,509

*Line item renamed in FY2027; FY2026 and prior: *Data Collection*

**Line item removed in FY2027

***Line item renamed in FY2027; FY2026 and prior: *GPC – General Planning Consultant*

****Line item added in FY2027

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Administration – Personnel		
Salaries and Taxes		
Salaries	\$5,036,018	\$4,599,566
Social Security	327,232	255,522
Medicare	73,022	69,500
Total Salaries and Taxes Expenditures	\$5,436,272	\$4,924,588
Benefits		
Auto Allowance	\$6,000	\$6,000
FRS Retirement	1,108,219	1,031,994
Health Insurance	895,231	707,916
Life & AFLAC Insurance	31,373	29,699
Dental Insurance	31,426	33,326
Long-Term Disability Insurance	31,342	28,666
Accrued Leave Expense	200,000	200,000
Deferred Compensation	242,544	168,797
Flexible Spending Accounts – Medical	89,350	74,700
Vision Care	5,834	5,357
Other Post-Employment Benefits (OPEB)	12,360	11,160
Pension Expense	500,000	500,000
Total Benefits Expenditures	\$3,153,679	\$2,797,615
Capitalized Salaries	(1,158,000)	(1,100,000)
Payroll Contingency	\$20,000	\$20,000
ADP Payroll and Workforce Processing	\$14,260	\$12,000
Temporary Staffing	\$0	\$97,000
Total Administration - Personnel Expenditures	\$7,466,211	\$6,751,203

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Administration – Professional Services		
Legislative Liaison	\$230,000	\$307,440
Fiscal Year Financial Audit and Ad Hoc Audits	97,000	97,000
Financial Advisory Services	99,300	99,300
Investment Advisory Services	100,000	151,310
Annual SEC Disclosure Services	3,000	2,500
Annual Traffic and Revenue (T&R)/Revenue Sufficiency Support	50,000	0
Professional Services/Organizational Contingency	100,000	100,000
General liability, auto, property, worker’s comp insurance	57,750	55,000
Rating agency annual fees	23,000	22,000
Bridge, property, anti-fraud/cyber-security insurance	1,320,000	1,200,000
GIS Program*	354,325	0
Total Administration – Professional Services Expenditures	\$2,434,375	\$2,034,550

*Moved from Planning and Innovation in FY2027

Tampa-Hillsborough County Expressway Authority (THEA)
Adopted Operating and Capital Budget
Fiscal Year 2027
(July 1, 2026 – June 30, 2027)

	FY2027 Proposed Budget	FY2026 Adopted Budget
Administration – General		
Travel/Conferences – Enterprise-wide	\$100,000	\$100,000
Advertising/Legal Notices	800	1,000
THEA Building Expenses	60,000	60,000
THEA Utilities	120,000	115,000
Janitorial Services	40,000	34,663
THEA Inspection and Monitoring - TMC	14,000	14,000
Furniture and Equipment (under \$5,000)	1,000	1,000
Office Supplies	7,500	8,000
Postage/Delivery Charges	2,200	1,000
Printing/Publications	500	600
Equipment Leasing	12,200	12,200
Dues, Fees and Subscriptions	100,000	105,000
Special Events/Miscellaneous	25,000	45,000
Professional Development	75,000	70,000
Employee Engagement	5,000	10,000
Total Administration – General Expenditures	\$563,200	\$577,463

RESOLUTION NO. 682

A RESOLUTION OF THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THE “AUTHORITY”) APPROVING A BUDGET; MAKING APPROPRIATIONS FOR ALL OPERATING, MAINTENANCE AND ADMINISTRATION EXPENSES; MAKING APPROPRIATIONS FOR REPLACEMENT/RENEWAL AND ENHANCEMENT/CAPACITY CAPITAL IMPROVEMENT PROJECT EXPENSES FOR THE FISCAL YEAR BEGINNING ON JULY 1, 2026 AND ENDING ON JUNE 30, 2027 PRESCRIBING THE TERMS, CONDITIONS AND PROVISIONS WITH RESPECT TO THE ITEMS OF APPROPRIATION AND THEIR PAYMENT; 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 Amendment and Restated Master Bond Resolution on November 19, 2012 as amended and supplemented from time to time (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 are sufficient to meet the coverage requirements set forth in Section 5.07(B) of the Master Bond Resolution;

WHEREAS, a line-item balanced budget has been developed pursuant to the requirements set-forth in FS 189.06(3), Uniform Special District Accountability Act;

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

SECTION 1. BUDGET ADOPTION. This Resolution shall be known as the Fiscal Year 2027 Budget Resolution of the Tampa-Hillsborough County Expressway Authority. Said Fiscal Year 2027 budget is summarized in the attachment hereto, labeled as “Exhibit A-1”. Said Fiscal Year 2027 budget is fully detailed in the Fiscal Year 2027 Adopted Budget and the line-item revenue and expenditure budgets, which collectively comprise the Adopted Budget of the Tampa-Hillsborough County Expressway Authority and all of which may be reviewed on the Authority’s website. The sums provided for in the Fiscal Year 2027 Adopted Budget for the Tampa-

Hillsborough County Expressway Authority are hereby appropriated upon the terms and conditions set forth hereafter.

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 June 22, 2026.

TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY

By: _____
Vincent J. Cassidy
Chairman

ATTEST:

By: _____
Cody Powell
Secretary

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

Amy E. Lettelleir, Esquire
Chief Legal Officer

**SCOPE OF SERVICES
TASK WORK ORDER XX**

THEA SSCP CONSTRUCTION PROJECT ITS OVERSIGHT CONSULTING

1. PURPOSE

The purpose of this scope is to oversee and monitor the ITS portion of the THEA SSCP construction project in a consulting role for THEA.

This document provides a Scope of Services to fund the installation as a time-and-materials task. This scope will be completed as described herein at the specific location provided.

2. WORK ACTIVITIES TO BE PERFORMED

This Task Work Order (TWO) provides for the following work to be completed as described below:

- Section 1 – Meetings Support
 - TransCore will attend the construction project progress meetings. This will primarily be virtual, with on-site support available when needed. In these progress meetings, TransCore will note any concerns and actively participate in any ITS-related items.
 - TransCore will also attend ITS-specific meetings, which are estimated at once per 4 weeks on average over the project’s life due to expected frequency adjustments where more meetings will take place while the bulk of ITS work is to be performed, and fewer meetings when ITS is potentially in a lull.
 - TransCore will also support virtual and onsite meetings to support the resolution of any open concerns or conflicts.
- Section 2 – Design Reviews
 - Transcore will review and provide feedback on project plans during the design phase and on plan revisions throughout the project’s life. These reviews will ensure that comments are provided to THEA regarding concerns related to the design that do not correlate with the FDOT Standard Specifications, Standard Plans, NEC Code, and/or other requirements.
 - Once the project starts construction, TransCore will review shop drawings and any ITS-related submittals, including RFIs, RFM, and any other documents.
 - Review design plans, shop drawings, submittals and existing conditions before construction begins.
- Section 3 – Onsite Field Escorts
 - TransCore will provide access to existing infrastructure when contractors need to inspect or modify existing systems. The typical non-emergency request will be supported with 48 hours' notice for daytime requests and 1 week's notice for requests outside typical business hours (8 am - 5 pm).
 - Access to existing infrastructure can include cabinet access, hub access, and other locations as requested by the project through the CEI. On-site field access, support

removal or modification of existing sites, OTDR testing of new fiber optic cable installations, and additional construction-related activities.

- Section 4 – Fiber Review
 - TransCore will review the fiber tests provided by the manufacturer to ensure that the fiber meets the specifications before it is shipped. Once the fiber has been received by the contractor, TransCore will review the provided REEL tests to ensure that the fiber is free of damage after shipping and before installation.
 - Once the fiber is installed, TransCore will review the bi-directional OTDR shots to ensure that the fiber splicing and connections meet the FDOT Standard Specification requirements.
- Section 5 – Device Testing
 - TransCore will review test plans, coordinate testing support with the project, schedule technicians to witness each device’s standalone testing, and review the paperwork to ensure it is filled out properly. To support device configuration, TransCore will coordinate with the construction project and THEA on IP addresses and other configuration-related items. The FDOT D7 Cabinet Configuration Sheets will be referenced and used to support IP address requests and requests to add devices to THEA’s Management System.
 - Once standalone testing is completed, TransCore will reach out to THEA to provide a copy of the standalone testing paperwork, verify device operation through the THEA RTMC, and recommend the start and end dates of the 30-day Operational System Acceptance Test. Once this is approved, TransCore will check in roughly once per week throughout the test to ensure operation and provide an update to the project to ensure everyone is up to date at all times. If a problem or failure arises during this timeframe, TransCore will receive and provide notifications between THEA and the construction project.
- Section 6 – Final Inspection
 - TransCore will perform a field walkthrough final inspection during the project’s 30-day OSAT test, once the system is in final configuration and fully operational. TransCore will reference the project documentation and requirements, as well as the FDOT and NEC requirements. (The contractor will provide access to each location for the CEI and TransCore to review.)
TransCore will then provide a report after visiting all sites, including the findings and the specifications/requirements that have not been met. Once the project has responded to the punch list, TransCore will review site photos labeled by site or by issue to ensure that each item is resolved properly.
- Section 7 – ITSFM
 - TransCore will perform the ITSFM audit for this project and provide a pass/fail to the project.
- Section 8 – Other
 - TransCore shall provide additional services as requested by THEA for the support of this Project as deemed necessary/directed by THEA.

3. ASSUMPTIONS

The following assumptions were made with consideration for both the scope of work and pricing:

1. TransCore will include THEA on emails, concerns, or deficiencies found throughout the project’s life.

2. TransCore will meet directly with THEA to discuss the project as requested.
3. TransCore will perform existing device maintenance and locates for this area of THEA under the existing maintenance task until the construction project modifies existing conditions.

4. REIMBURSEMENT METHOD

The compensation for this Task Work Order will be Time/Material, for the duration of the available funding based on the predetermined price sheet for material expenses and man-hours under THEA Contract O-0123 until funding.

If additional funding is needed, TransCore will prepare an estimate for THEA's review.

Task Work Order Value: \$124,639.63.

5. LENGTH OF SERVICES AND RESTRICTIONS

The schedule for this effort will be coordinated with THEA. All material and labor must be expended by May 31, 2028.

REQUEST FOR WORK ORDER AUTHORIZATION

Project: Contract O-0123
 Contractor: TransCore ITS, LLC.
 Date:

Section	Number	U/M	UNIT COST	QTY	TOTAL
10.3	Base Rates				
	1	HR	\$ 185.00	0	\$ -
	2	HR	\$ 149.00	0	\$ -
	3	HR	\$ 121.00	722	\$ 87,362.00
	4	HR	\$ 132.00	0	\$ -
	5	HR	\$ 93.50	160	\$ 14,960.00
	6	HR	\$ 84.00	232	\$ 19,488.00
	7	HR	\$ 72.00	0	\$ -
	8	HR	\$ 144.00	0	\$ -
	9	HR	\$ 45.00	0	\$ -
	10	HR	\$ 132.00	0	\$ -
4.2	Preventive Maintenance				
	11	EA	\$ 190.00		\$ -
	12	EA	\$ 190.00		\$ -
	13	EA	\$ 140.00		\$ -
	14	EA	\$ 260.00		\$ -
	15	EA	\$ 450.00		\$ -
	16	EA	\$ 168.00		\$ -
	17	EA	\$ 235.00		\$ -
	18	EA	\$ 225.00		\$ -
	19	EA	\$ 195.00		\$ -
	20	EA	\$ 125.00		\$ -
	21	EA	\$ 96.00		\$ -
	22	EA	\$ 75.00		\$ -
	23	EA	\$ 290.00		\$ -
4.3	Major Repairs				
	Remove and Install				
	24	EA	\$ 312.00		\$ -
	25	EA	\$ 432.00		\$ -
	26	EA	\$ 432.00		\$ -
	27	EA	\$ 7,000.00		\$ -
	28	EA	\$ 750.00		\$ -
	Install Only				
	29	EA	\$ 1,250.00		\$ -
	30	EA	\$ 408.00		\$ -
	31	EA	\$ 408.00		\$ -
	32	EA	\$ 325.00		\$ -
	Furnish and Install				
	33	EA	\$5,000.00		\$ -
	Miscellaneous				
	34	ALLOCATION	\$ 2,774.14	\$ 55.48	\$ 2,829.63
4.4	NETWORK AND UTILITY SERVICES				
	FURNISH AND INSTALL				
	35	LF	\$ 16.00	0	\$ -
	36	LF	\$ 25.00	0	\$ -
	37	LF	\$ 27.00	0	\$ -
	38	LF	\$ 41.00	0	\$ -
	39	LF	\$ 18.00	0	\$ -
	40	LF	\$ 17.00	0	\$ -
	41a	LF		0	\$ -
	41	LF	\$ 3.59	0	\$ -
	42	LF	\$ 3.40	0	\$ -
	43	LF	\$ 3.17	0	\$ -
	44	LF	\$ 2.50	0	\$ -
	45	EA	\$ 1,300.00	0	\$ -
	46	EA	\$ 2,200.00	0	\$ -
	47	ASSEMBLY	\$ 3,977.64	0	\$ -
	48	ASSEMBLY	\$ 3,600.00	0	\$ -
	49	ASSEMBLY	\$ 3,365.98	0	\$ -
	50	ASSEMBLY	\$ 1,484.53	0	\$ -
	51	ASSEMBLY	\$ 4,100.00	0	\$ -
	52	ASSEMBLY	\$ 3,800.00	0	\$ -
	53	ASSEMBLY	\$ 3,450.00	0	\$ -
	54	ASSEMBLY	\$ 1,370.00	0	\$ -
4.6	Emergency Power				
	Maintain and Service				
	55	Per Service	\$ 160.00		\$ -
	56	MO	\$ 300.00		\$ -
	57	MO	\$ 500.00		\$ -
	58	DY	\$ 200.00		\$ -
	WORK ORDER TOTAL				
					\$ 124,639.63

\$12,463.96
 \$87,247.74
 \$24,927.93

The manhours listed are an estimate for budgeting.
 Any listed line items may be used but the TWO amount may not be exceeded.

	Project Manager	Engineer II ITS Specialist II	Engineer ITS Specialist	Dep. ITS Project Manager	Senior Technician	Technician II	Technician I	Programmer	Admin Assistant	Arterial Project Manager
Virtual Progress Meetings			235							
ITS Specific Meetings			59							
Onsite Meeting Conflict Resolution			160							
Design Reviews			128							
Onsite Field Escorts			80		160	160				
Fiber Review			60							
Device Testing			32		240	72				
Final Inspection										
ITSFM					40					
Total Hours	0	0	722	0	160	232	0	0	0	0

REQUEST FOR WORK ORDER AUTHORIZATION

Project:
Contractor:
Date:

TransCore ITS, LLC.

		U/M	UNIT COST	QTY	SUBTOTAL	HANDLING	TOTAL
Underground		EA			\$ -	\$ -	\$ -
		FT			\$ -	\$ -	\$ -
Pull Box		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		CY			\$ -	\$ -	\$ -
		BG			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
Detection		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
Electrical		EA			\$ -	\$ -	\$ -
		LF			\$ -	\$ -	\$ -
		LF			\$ -	\$ -	\$ -
		FT			\$ -	\$ -	\$ -
Mounting Hardware		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		FT			\$ -	\$ -	\$ -
		FT			\$ -	\$ -	\$ -
		PK			\$ -	\$ -	\$ -
		PK			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
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		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
		EA			\$ -	\$ -	\$ -
	MISC.	Locate Flags	EA	\$ 2,506.68	1	\$ 2,506.68	\$ 50.13
		EA			\$ -	\$ -	\$ -
		Pallet			\$ -	\$ -	\$ -

Material Pass-through Cost
SUB TOTAL \$ 2,556.81
Tax (8.5%) \$ 217.33
TOTAL \$ 2,774.14

June 9, 2026

Ms. Judith Villegas
ITS Manager
Tampa Hillsborough Expressway Authority (THEA/Authority)
1104 E. Twiggs Street
Tampa, FL 33602

RE: Engineering Services Proposal – Intelligent Transportation Systems (ITS) Infrastructure for East and West Selmon Project (O-4525) – Independent Cost Estimating (ICE)

Ms. Villegas,

Burns & McDonnell (CONSULTANT) is pleased to submit this proposal to provide professional engineering services for the ITS Infrastructure for East and West Selmon project.

Project Summary

Independent Cost Estimating (ICE) services are requested to evaluate the proposed ITS infrastructure improvements. The intent is to provide independent, open-book, cost estimating, schedule impact analysis, risk register review, and reconciliation workshop engagement in support of THEA achieving accurate and transparent construction cost.

General Requirements

- Maintain independence in means, methods, and productivity assumptions while collaborating with the Authority, Price Facilitator, CEI, and the Design-Build Firm (DBF) during meetings and workshops.
- All pricing deliverables will be in the Cost Model format developed in collaboration between the Authority, Price Facilitator, DBF, and ICE and comply with definitions for all relevant markups, Direct costs, and Field Indirect costs. The Authority shall retain sole and final approval rights over the format of the Cost Model and definitions.
- Document all estimating assumptions in an organized set of data and narrative explaining the logic, methodology, calculations, and assumptions used to define the tasks and determine the resources needed to construct the scope of work., “Basis of Estimate” (BOE); maintain open-book transparency and provide more detail if and when requested by the Authority.
- Participate in all O-4525 RFQ-defined reconciliation steps and support variance analysis at each milestone.
- Support THEA in the Guaranteed Max Price (GMP) negotiation as requested by the Authority.

Scope of Work

Phase 1: Planning Phase Submittal Milestone

Utilizing the project design files, documents, and quantities provided by the DBF during the planning phase, an evaluation of project cost will be performed. The following tasks and associated coordination will be provided:

- Design Review: Review the design submission and prepare for and participate in the Phase Submittal Design Review workshop with the Authority, Price Facilitator, CEI, and Design-Build Firm. The design review will comprise of an evaluation of the plan quantities, scope completeness, and overall consistency with the ITS RFP.
- Quantity Reconciliation: Prepare select quantity take offs and participate in quantity reconciliation. Quantities will be updated following reconciliation.
- Construction Scope Reconciliation: Prepare for and participate in the workshop with the intent of confirming alignment and agreement of the proposed construction work per work package and/or design stage deliverable. This workshop will provide a validation point confirming all parties are aligned with respect to the construction scope to be evaluated and estimated.
- Risk Reconciliation: Prepare for and participate in risk workshops with the Risk Manager, Authority, Design-Build Firm, and CEI in support of risk identification, assignment, mitigations, evaluation, and potential costs of impact.
- Cost & Schedule Reconciliation: Submit ICE Opinion of Probable Construction Cost (OPCC), with schedule assumptions, participate in reconciliation sessions to resolve cost and schedule variances.

Phase 1 Deliverables:

- Basis of Estimate (BOE) and OPCC (open-book, by WBS)
- Quantity Reconciliation Log
- Schedule Impact to Cost Memo

Phase 2 : Pricing Phase Design Milestone and Final GMP

Utilizing the project design files, documents, and quantities provided by the DBF during the pricing phase, an evaluation of project cost will be performed. The following tasks and associated coordination will be provided:

- Design Review: Review the design submission and prepare for and participate in the Phase Submittal Design Review workshop with the Authority, Price Facilitator, CEI, and Design-Build Firm. The design review will comprise of an evaluation of the plan quantities, scope completeness, and overall consistency with the ITS RFP.
- Quantity Reconciliation: Prepare select quantity take offs and participate in quantity reconciliation. Quantities will be updated following reconciliation.
- Construction Scope Reconciliation: Prepare for and participate in the workshop with the intent of confirming alignment and agreement of the proposed construction work per work package and/or design stage deliverable. This workshop will provide a validation point confirming all parties are aligned with respect to the construction scope to be evaluated and estimated.
- Risk Reconciliation: Prepare for and participate in risk workshops with Risk Manager, Authority, Design-Build Firm, and CEI in support of risk identification, assignment, mitigations, evaluation, and potential costs of impact.
- Subcontractor/Supplier Reconciliation: Review DBF quotes for transparency and compliance; confirm integration of quotes into GMP.
- Cost & Schedule Reconciliation: Submit ICE Lump Sum cost estimate, with schedule assumptions; participate in reconciliation sessions to resolve cost and schedule variances.

Phase 2 Deliverables:

- BOE-Lump Sum Validation
- Subcontractor/Supplier Quote Review Log
- Quantity Reconciliation Log
- Schedule Impact to Cost Memo

General Understandings

- The Independent Cost Estimate (ICE) will be developed in general accordance with the Association for the Advancement of Cost Engineering (AACE) Class 3 guidelines. The ICE will include relevant costs associated with the project, such as labor, materials, equipment, subcontractors, overhead, and contingency in accordance with AACE standards for the expected level of estimate accuracy.
- The ICE will entail a bottom-up evaluation of the scope of work activities and bid items that comprise of approximately 80% of the overall project cost. For the remaining cost items, comprising of approximately 20% of the overall project cost, historical metrics will be utilized to estimate the cost of work.
- ICE will utilize historical market labor and equipment rates for bottom-up estimating. Materials pricing and subcontractor values used in the estimate will be based on historical databases and/or budgetary price proposals solicited from suppliers or subcontractors.
- ITS systems often include specialized equipment for which historical pricing data may be limited or unavailable. Accordingly, the ICE will be developed using the best available information, including recent vendor quotes, published pricing, and professional engineering judgment.
- The project schedule provided by the DBF will be utilized to develop the ICE and determine the project phasing and duration.
- CONSULTANT will not review project documents for completeness, accuracy, technical merit, or omissions.
- Resource-based estimating uses a defined scope activity established for which the cost of the work is developed by applying a production factor to a crew comprised of trade labor, construction equipment, small tools, and temporary and permanent materials to determine total cost.
- Bottom-up approach to estimating describes a method for progressing the scope of work and resource-based activities for a cost estimate. It implies that in lieu of listing one major activity to describe the estimated cost for a portion of a project, multiple activities with individual costs are used to describe the major scope of work and the total cost of the scope of work.
- Parametric estimating is a statistics-based (historical cost metrics) technique used to calculate the expected cost of a particular scope of work or activity when preliminary engineering concepts lack sufficient detail to develop a more definitive activity list and bottom-up estimated costs.
- All project information provided to the CONSULTANT is treated as confidential and cannot be disclosed to any third parties without prior consent.
- All estimates, schedules, forecasts, and projections prepared by the CONSULTANT represent professional opinions formed in accordance with the CONSULTANT'S experience, qualifications, and judgment. The CONSULTANT has no control over weather, labor or material availability or cost, or other factors that may impact project outcomes, and therefore does not warrant or guarantee that actual rates, costs, quantities, performance, or schedules will conform to such estimates or projections.

- The ICE will utilize the cost model agreed to between THEA, the Price Facilitator, the Design-Build Firm and ICE. It is understood that THEA will have the ultimate decision-making authority over the model format/structure.
- The estimate will be exportable to Excel and will be submitted in both the native and Excel format.
- It is understood that the Price Facilitator will determine which information will be shared between the ICE and Design-Build Firm.
- The ICE will make all information used to develop the estimate available to the Price Facilitator in an open-book cost estimating fashion.
- The ICE will be prepared in general accordance with the PDB RFQ.

Open-Book Access:

- ICE team shall have full access to DBF cost data, quotes, takeoffs, design files, and assumptions for validation.
- All GMP development and changes during construction shall be on an open-book basis.

Compliance:

- Confirm no double-counting between direct and indirect costs.
- Apply taxes, bonds, and insurance to the correct base.
- Maintain documentation for audit and transparency.
- Adhere to PDB Contract, RFQ, and Division I Design-Build Specifications

Schedule

Development of the ICE is dependent upon the DBF's issuance of the applicable design files and supporting documentation. The ICE schedule will align with the Authority's anticipated planning phase from June 2026 to February 2027 and Design/Construction phase from February 2027 to May 2029.

Compensation

The Authority (THEA) agrees to compensate the CONSULTANT for services performed in accordance with Contract No. O-3125D. The estimated professional service hours are presented in the attachment.

We look forward to working with you and the entire team. If you have any questions, please do not hesitate to contact Chris Martin at 321.249.6473 or via email at ckmartin@burnsmcd.com.

Sincerely,

A handwritten signature in black ink that reads "CK Martin".

Christopher K. Martin, PE

Burns & McDonnell

Master Summary - Estimate of Work Effort & Fee Proposal (Task Order 02)

Job Description: **Develop Independent Cost Estimate (ICE) for ITS Infrastructure for East and West Selmon Project (O-4525)**
 Task: **2**
 Contract No.: **O-3125D**

Consultant: Burns & McDonnell
 Date Prepared: 06/02/26
 Anticipated Duration: 6/02/2026 to 5/30/2029

Work Element / Activity	Chief Cost Estimator 2		Chief Engineer 1		Senior Cost Estimator		CEI Consultant Engineer		CEI Project Administrator / CEI Project Engineer								Total Man Hours By Activity	Salary Cost By Activity
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate		
ICE Services Independent Cost Estimate (ICE) for ITS Infrastructure for East and West Selmon Project	20	\$346.84	160	\$280.03	690	\$248.50	20	\$234.01	125	\$174.97							1015	\$249,758.05
Totals	20		160		690		20		125								1015	\$249,758.05

<u>Total Burdened Salary Costs By Activity</u>		2%	16%	68%	2%	12%
ICE Services Independent Cost Estimate (ICE) for ITS Infrastructure for East and West Selmon Project	\$249,758.05					
* TOTAL	\$249,758.05					

<u>Total Contract Fee Computations</u>	
Total Activity Salary Costs	\$249,758.05
1.) Overhead Additives	
a.) Combined Administrative & General Overhead & Fringe Benefits Cost	
b.) Facilities Capital Cost of Money (FCCM)	
Subtotal (Salaries + Combined Overhead + FCCM)	\$249,758.05
2.) Operating Margin Cost (Fixed Fee)	
Subtotal (Burdened Salaries + Operating Margin)*	\$249,758.05
3.) Misc. & Direct/Out of Pocket Expenses	
4.) Subconsultant Fees	
Subtotal (Subconsultants)	
TOTAL MAXIMUM LIMITING FEE	\$249,758.05

* THESE AMOUNTS SHOULD BE EQUAL(+/- \$0.05)

East & West Selmon ITS Phased Design-build (PDB) Planning Phase Support- Traffic Management Solutions

1. Planning Phase

During the Planning Phase the Design-Build Firm's Designer and sub-designers will be permitted to charge to the Contract for the hours worked. These charges, combined with those of the Contractor (including any mark-up) during the Planning Phase, shall not exceed the Planning Phase Cap.

- The Designer will be compensated via certified actual hourly rates multiplied by the Design Multiplier.
 - For this Project, the Design Multiplier is calculated as:
 - [(100% plus Designer's current approved FDOT Home Audited Overhead Rate Percentage) multiplied by 1.08]. Note: if the approved Home Audit Overhead Rate Percentage is above 200%, it is considered 200% for this calculation.
- The Contractor will be compensated via actual hourly rates multiplied by the Planning Phase Multiplier. The Planning Phase Multiplier for this Project is 2.5. This Multiplier is not subject to negotiations after project award. The Contractor's Design Mark-up may be applied to the Planning Phase design cost at the Design-Build Firm's discretion.
- The Contractor's Design Mark-up for this Project is 5% on any design work done during the Planning Phase. The Contractor's Design Mark-up is not subject to negotiation after project award. The Contractor's Design Mark-up is not applicable to the Design Phase Task Work Order. The Contractor's Design Mark-up and Planning Phase Multiplier shall be used in combination.
- The Planning Phase Cap includes costs for project specific expenses, which will be invoiced as a pass through and not subject to multipliers nor markup.

Role	Rate [see RFQ Section IV.L.1 (Planning Phase)]	Multiplier [see RFQ Section IV.L.1 (Planning Phase)]	Loaded Rate	Hours by Planning Phase Activity														Sum of Hours	Cost
				Master Schedule Management (RFQ Section IV.G)	Management Reporting (RFQ Section IV.K)	Cost Estimating and Reporting (RFQ Section IV.Q)	Risk Register Review and Input (RFQ Section IV.S, Section 6 of Contract)	Project Management Services (RFQ Section V.A.2)	Preliminary Design Services (RFQ Section V.A.2)	Construction Planning Services (RFQ Section V.A.2)	Planning Phase Meetings (RFQ Section V.A.3)	Innovations (RFQ Section V.A.4)	30% Phase Submittal (RFQ Section V.A.5)	Subcontractor and Supplier Plan (RFQ Section V.A.6)	RtC Package (RFQ Section V.A.7)				
Project Manager / DB Coordinator	\$ 132.80	2.50	\$ 332.00	5	28	10	10	35	35	35	35	10	0	10	16	229	\$ 76,028.00		
Construction Manager	\$ 88.16	2.50	\$ 220.40	5	28	10	10	35	35	35	35	10	0	10	16	229	\$ 50,471.60		
Lead Cost Estimator	\$ 171.63	2.50	\$ 429.08	0	28	10	10	28	28	28	28	10	0	10	16	196	\$ 84,098.70		
Chief Estimator	\$ 94.70	2.50	\$ 236.75	0	0	10	10	28	28	28	28	10	0	10	16	168	\$ 39,774.00		
Estimator 1	\$ 58.24	2.50	\$ 145.60	0	0	0	5	0	5	5	0	5	0	5	0	25	\$ 3,640.00		
Estimator 2	\$ 72.20	2.50	\$ 180.50	0	0	0	5	0	5	5	0	5	0	5	0	25	\$ 4,512.50		
Estimator 3	\$ 59.08	2.50	\$ 147.70	0	0	0	5	0	5	5	0	5	0	5	0	25	\$ 3,692.50		
Risk / Safety Manager	\$ 68.66	2.50	\$ 171.65	0	0	0	0	0	0	5	0	0	0	0	0	5	\$ 858.25		
Project Integration Lead	\$ 71.66	2.50	\$ 179.15	0	0	0	0	0	0	30	0	0	0	0	0	30	\$ 5,374.50		
Project Engineer	\$ 66.00	2.50	\$ 165.00	0	0	0	0	0	0	5	0	0	0	0	0	5	\$ 825.00		
Project Engineer	\$ 69.36	2.50	\$ 173.40	0	0	0	0	0	0	5	0	0	0	0	0	5	\$ 867.00		
Construction Superintendents	\$ 77.26	2.50	\$ 193.15	0	0	0	0	0	0	8	0	0	0	0	0	8	\$ 1,545.20		
Project Scheduler	\$ 150.00	2.50	\$ 375.00	19	0	0	0	0	0	0	0	0	0	0	0	19	\$ 7,125.00		
Crew 3 Man	\$ 126.00	2.50	\$ 315.00	0	0	0	0	0	0	15	0	0	0	0	0	15	\$ 4,725.00		
Locator	\$ 45.00	2.50	\$ 112.50	0	0	0	0	0	0	15	0	0	0	0	0	15	\$ 1,687.50		
																Subtotal	984	\$ 285,224.75	
Design Manager	\$ 116.42	2.597508	\$ 302.40	12	80	16	8	23	64	8	30	24	16	2	4	287	\$ 86,789.34		
Design QA/QC Manager	\$ 143.34	2.597508	\$ 372.33	0	0	0	0	0	8	0	0	0	0	0	0	8	\$ 2,978.61		
BIM Manager	\$ 87.62	2.597508	\$ 227.59	0	0	0	0	0	16	0	0	0	0	0	0	16	\$ 3,641.50		
Roadway Analysis and Design Manager	\$ 114.77	2.597508	\$ 298.12	0	2	0	0	0	4	0	9	0	0	0	0	15	\$ 4,471.74		
ITS / Systems Task lead	\$ 98.34	2.597508	\$ 255.44	4	37	8	5	15	360	8	26	24	22	0	4	513	\$ 131,040.17		
Structures SME	\$ 104.48	2.597508	\$ 271.39	0	3	0	0	0	84	0	5	24	0	0	0	116	\$ 31,480.97		
Drainage Task Lead	\$ 77.93	2.597508	\$ 202.42	0	0	0	0	0	14	0	2	0	0	0	0	16	\$ 3,238.78		
Geotech Task lead	\$ 95.49	2.597508	\$ 248.04	0	0	0	0	0	36	0	3	0	0	0	0	39	\$ 9,673.41		
Deputy ITS Task lead	\$ 89.44	2.597508	\$ 232.32	4	37	8	5	14	288	8	24	24	46	0	4	462	\$ 107,332.36		
ITS Production Task Lead	\$ 76.84	2.597508	\$ 199.59	0	2	0	0	0	8	0	9	0	120	0	36	175	\$ 34,928.69		
Electrical Task lead	\$ 98.77	2.597508	\$ 256.56	0	0	0	0	0	100	0	0	0	0	0	0	100	\$ 25,655.59		
Senior ITS/Traffic Engineer	\$ 60.12	2.597508	\$ 156.16	0	4	0	0	12	160	0	5	0	26	0	0	207	\$ 32,325.57		
Senior Traffic/ITS Engineer	\$ 59.53	2.597508	\$ 154.63	0	0	0	0	0	0	0	0	0	80	0	20	100	\$ 15,462.97		
Senior Traffic Engineer	\$ 57.03	2.597508	\$ 148.14	0	0	0	0	0	0	0	0	0	40	0	12	52	\$ 7,703.07		
Senior Electrical Engineer	\$ 81.16	2.597508	\$ 210.81	0	0	0	0	0	20	0	0	0	0	0	0	20	\$ 4,216.27		
Senior Drainage Engineer	\$ 92.07	2.597508	\$ 239.15	0	0	0	0	0	6	0	0	0	0	0	0	6	\$ 1,434.92		
Senior Traffic Engineer	\$ 74.73	2.597508	\$ 194.11	0	0	0	0	0	26	0	0	0	0	0	0	26	\$ 5,046.91		
Roadway QA/QC Manager	\$ 95.24	2.597508	\$ 247.39	0	0	0	0	0	10	0	1	0	0	0	0	11	\$ 2,721.25		
Structures QZ/QC Manager	\$ 143.34	2.597508	\$ 372.33	0	0	0	0	0	8	0	2	0	0	0	0	10	\$ 3,723.27		
ITS QA/QC Manager	\$ 106.57	2.597508	\$ 276.82	0	0	0	0	0	8	0	0	0	0	0	0	8	\$ 2,214.53		
Transportation Planning Consultant	\$ 63.10	2.597508	\$ 163.90	0	1	0	0	0	60	0	2	4	0	0	0	67	\$ 10,981.48		
Senior CADD Designer	\$ 59.79	2.597508	\$ 155.31	0	0	0	0	0	0	0	0	0	200	0	40	240	\$ 37,273.20		
Senior CADD Designer	\$ 60.55	2.597508	\$ 157.28	0	0	0	0	0	0	0	0	0	120	0	24	144	\$ 22,648.19		
Traffic Engineer - ITS/GIS Support	\$ 40.05	2.597508	\$ 104.03	0	0	0	0	0	24	0	0	0	0	0	0	24	\$ 2,496.72		
ITS, Lighting Services Support	\$ 107.63	2.896128	\$311.71	0	0	0	0	0	16	0	0	0	0	0	0	16	\$ 4,987.36		
Roadway Task Lead	\$ 79.33	2.896128	\$ 229.75	0	0	0	0	0	30	0	0	0	0	0	0	30	\$ 6,892.50		
Aesthetic Lighting Grounding Support and ITS Support	\$ 76.71	2.896128	\$222.16	0	0	0	0	0	24	0	0	0	0	0	0	24	\$ 5,331.84		
ITS & Electrical Support	\$ 79.33	2.861892	\$227.03	0	0	0	0	0	14	0	0	0	0	0	0	14	\$ 3,178.42		
TTCP / MOT Task Lead	\$ 88.94	2.861892	\$254.54	0	0	0	0	0	38	0	0	0	0	0	0	38	\$ 9,672.52		
Sr. Utility Coordinator - Utility Coordination Support	\$ 54.88	2.884032	\$158.28	0	0	0	0	0	32	0	0	0	0	0	0	32	\$ 5,064.96		
GIS Specialist - Survey/SUE Support	\$ 69.45	2.884032	\$200.30	0	0	0	0	0	14	0	0	0	0	0	0	14	\$ 2,804.20		
Sr. Surveyor - Survey Support	\$ 73.79	2.884032	\$212.81	0	0	0	0	0	12	0	0	0	0	0	0	12	\$ 2,553.72		
Principal Engineer - Geotech Field Support	\$ 79.00	3.24	\$255.96	0	0	0	0	0	32	0	0	0	0	0	0	32	\$ 8,190.72		
Chief Scientist - Permitting Task Lead	\$ 77.13	2.955096	\$227.93	0	0	0	0	0	30	0	0	0	0	0	0	30	\$ 6,837.90		
Survey / SUE Task Lead	\$ 115.74	2.326644	\$ 269.29	0	0	0	0	0	31	0	0	0	0	0	0	31	\$ 8,347.86		
Utility Coordination Task Lead	\$ 50.02	2.326644	\$ 116.38	0	0	0	0	0	32	0	0	0	0	0	0	32	\$ 3,724.12		
Project Manager 3 - Survey & Utility Support	\$ 115.74	2.326644	\$ 269.29	0	0	0	0	0	22	0	0	0	0	0	0	22	\$ 5,924.29		
																Subtotal	2989	\$ 662,989.91	

Contractor's Design Mark-up [see RFQ Section IV.L.1 (Planning Phase)]	5%
Subtotal with Mark-up	\$ 696,139.40

List of Anticipated Expenses	Cost
Printing	\$ 3,200.00
Site Investigations and Visits	\$ 2,700.00
Travel	\$ 5,393.00
Bond	\$ 6,629.90
Expenses Subtotal	\$ 17,922.90

Total Estimate for Planning Phase	Cost
Contractor Labor Cost	\$ 285,224.75
Designer Labor Cost	\$ 696,139.40
Expenses	\$ 17,922.90
Total Planning Phase Estimate	\$ 999,287.05

THIS DESIGN BUILD CONTRACT (this “Contract”) is made and entered into this 17 day of June, in the year 2026, by and between the TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (the “Authority”), and Traffic Management Solutions, LLC, (the “Contractor” or “Design-Build Firm”), a corporation duly organized and existing under the laws of the State of Florida, with its principal place of business located at 8895 N. Military Trail, Palm Beach Gardens, FL 33410, and duly authorized to conduct business in the State of Florida, Federal I.D. No. 46-1727342 (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, the Authority issued a **Request for Qualifications / Contract No. O-4525** on **January 8, 2026** (the "RFQ") to engage a design-build firm to provide the professional design and construction services for the **Intelligent Transportation Systems Infrastructure for East and West Selmon Project (Project No. O-4525)** (the “Project”); and,

WHEREAS, the Authority has selected the Contractor to provide, and the Contractor agrees to provide, phased design-build services for the Project (and all other items necessary, proper for, or incidental thereto) that are described in the RFQ, including but not limited to, utility investigation, planning, design, preconstruction services, demolition services, and construction services;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Contractor do hereby agree as follows:

1. RECITALS AND INTERPRETATION OF CONTRACT DOCUMENTS

- 1.1. The recitals above are true and correct and incorporated into this Contract by reference.
- 1.2. The following Attachments are attached hereto and incorporated herein as part of the Contract.
 - A_001 - Division I Design-Build Specifications
 - A_002.01 - Public Records
 - A_002.02 - Legal Requirements and Responsibility to the Public – Permits and Licenses - General
 - A_002.03 - Legal Requirements and Responsibility to the Public – Preservation of Existing Property (Toll Facilities)
 - A_002.04 - Legal Requirements and Responsibility to the Public – Equal Employment Opportunity Requirements
 - A_002.05 - Prosecution and Progress – Limitations of Operations - Contaminated Material – (Mercury-Containing Devices and Lamps)

- A_002.06 - Prosecution and Progress – Damage Recovery
- A_002.07 - Legal Requirements and Responsibility to the Public – E-Verify
- A_002.08 - Legal Requirements and Responsibility to the Public – Scrutinized Companies
- A_002.09 - Insurance Requirements Coverages and Limits
- A_003.01 - Contractor Quality Control General Requirements
- A_003.02 - Structures Foundations (Design Build)
- A_004 - THEA General Tolling Requirements
- A_005 - THEA ITS Minimum Technical Requirements
- A_006 - Survey Data
- A_007 - Model_Element_Breakdown_(MEB)
- A_008 - FDOT District Seven Specific ITS Requirements and Guidelines

1.3. Order of Precedence.

1.3.1. The Contract Documents shall be considered together, so that any part of the work shown or described on the Plans, though not specifically referred to in the Specifications or elsewhere in the Contract Documents, and any work described or referenced in the Specifications or other document, but not shown or described on the Plans, shall be performed by the Contractor, as well as any work which, in the opinion of the Authority, may be fairly inferred from the Specifications, Plans, other Contract Documents or by normal industry practice, and will be considered as being included in the Contract Amount. The Contract Documents are intended to be complementary and to describe and provide for a complete Contract. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

- 1.3.1.1. Contract Amendments to this Contract;
- 1.3.1.2. This Contract;
- 1.3.1.3. Contract Amendments to Design Phase Task Work Order and Construction Phase Task Work Orders;
- 1.3.1.4. Design Phase Task Work Order and Construction Phase Task Work Orders;
- 1.3.1.5. Division I Special Provisions (Attachments A_002.01 through A_003.02);
- 1.3.1.6. FDOT Divisions II and III Special Provisions identified by the Authority for this Project;
- 1.3.1.7. Division I Design-Build General Specifications (Attachment A_001);
- 1.3.1.8. Standard Plans

- 1.3.1.9. Developmental Specifications
 - 1.3.1.10. Supplemental Specifications
 - 1.3.1.11. FDOT Divisions II and III Standard Specifications;
 - 1.3.1.12. Contractor Project Management Task Work Order, Project Office Task Work Order, and Dispute Review Board Task Work Order;
 - 1.3.1.13. The RFQ and all other Contract Attachments not already listed within this order of precedence (Attachments A_004 through A_008);
 - 1.3.1.14. Contractor's Expanded Letters of Response (ELOR).
- 1.3.2. In the event of conflicting requirements involving any requirements within a Contract Document, the Contractor shall comply with the higher, enhanced, or more stringent standard, scope, manner, or method of performing the Work, as reasonably determined by the Authority. The specifications, quantity, and quality requirements represent the minimum standards and may not be lessened by omission, modification or revision.
- 1.3.3. The Contractor shall promptly notify the Authority in writing of any error, discrepancy or omission, apparent or otherwise in the Contract Documents or among any manual or publication incorporated by reference in the Contract Documents. Any adjustment by the Contractor without a prior written determination by the Authority shall be at Contractor's own risk and expense.

1.4. Interpretations.

- 1.4.1. In the Contract Documents, where appropriate:
- 1.4.1.1. The singular includes the plural and vice versa;
 - 1.4.1.2. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulations referred to as of the date of execution of this Contract;
 - 1.4.1.3. Words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings;
 - 1.4.1.4. References to Persons include their respective permitted successors and assigns and, in the case of Governmental Persons, Persons succeeding to their respective functions and capacities; and
 - 1.4.1.5. Words of gender used herein include each gender where appropriate.
- 1.4.2. Capitalized terms used in this Contract, but not defined herein, shall have the meanings set forth in the RFQ. If a term is defined in Contract, the RFQ, Division I Design-Build General Specifications, Division I Special Provisions, the definition in the Contract shall control.

2. OBLIGATIONS OF CONTRACTOR

- 2.1. The Contractor shall, for the consideration herein mentioned, and at the Contractor's own cost and expense, do all the work and furnish all the materials, equipment, supplies, and labor necessary to perform this Contract and any associated work in the manner and to the full extent as set forth in the Contract Documents, and under the security as set forth in the attached Contract Bond, all of which are made part of this Contract and incorporated herein (the “**Work**”). The Work shall be performed to the satisfaction of the duly authorized representatives of the Authority, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under the Contract Documents.
- 2.2. The Contractor shall supervise and direct all portions of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for the design of the Work, including all Plans, Specifications and other documents consistent with the Contract Documents; for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract including coordination of the duties of all Subconsultants, Subcontractors and Suppliers, unless the Contract Documents give other specific instructions concerning these matters.
- 2.3. The Contractor shall control its operations and those of its Subconsultants, Subcontractors, and Suppliers to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration. The Contractor shall be responsible to the Authority for acts and omissions of the Contractor's employees, Subconsultants, Subcontractors, and their agents and employees, and all other persons performing portions of the Work for which the Contractor is responsible.
- 2.4. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Authority's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for inspection or examination of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work. The Contractor shall keep full detailed written records of all inspection or examination efforts. These written records shall include dates, subject matter, persons present, results of inspections or examinations and shall be made available to the Authority, if requested. If any of the Work is required to be inspected or approved by the Contract Documents or by any laws, ordinances, rules, regulations or orders of public authorities, the Contractor shall cause such inspection or approval to be performed. No test, inspection or examination performed or failed to be performed by the Authority, shall be a waiver of the enforcement of any of the Contractor's obligations.

2.5. Architectural and Engineering Design Services

- 2.5.1. The Contractor shall provide all professional architectural and engineering design services (either on its own or using Subconsultants) required to complete the Work,

which may include, but are not limited to, customary architectural design services; customary civil, structural, mechanical, systems, lighting, and electrical engineering services; geotechnical and surveying services; project and construction management and administration services; and all other professional services which may be required. The Contractor is fully responsible to provide a sufficient number of design professionals, skilled workers, supervision, and project management personnel to prosecute the Work and ensure that the Work is completed within the target durations identified in the RFQ and the Contract Time, as established during the Planning Phase and Design Phase.

2.5.2. The Contractor shall prepare detailed design documents, drawings, and specifications which are consistent with the intent of the Contract Documents, that adequately define the information required by the construction trades to properly perform the Work, and that include all information required for permitting and approval of the Project by the appropriate regulatory agencies. All design documents prepared by Contractor shall be in accordance with the Contract Documents, the Authority's direction, and the Authority's Master Design Guidelines including all standards, AutoCAD standards, and all additional detailing requested by the Authority.

2.5.3. The Contractor shall be responsible for the professional quality, technical adequacy, accuracy, timely completion, and coordination of all data, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and all other services furnished by the Contractor. The Contractor shall, without additional costs or expense to the Authority, correct or revise any errors, omissions, or other deficiencies in the Work performed by the Contractor.

2.5.4. All design work shall be performed, signed, and sealed by professional engineering and architectural firm(s) or individuals licensed and registered to practice in the State of Florida and shall meet all FDOT prequalification and licensing requirements set forth in the RFQ.

2.5.5. All design work shall comply with all applicable federal, state, and local codes in effect at the time of execution of this Contract. Nothing herein shall relieve the Contractor of its obligations in this Section, including, but not limited to, providing detailed design documents, drawings, and specifications that are required for permitting and approval of the Project by the appropriate regulatory agencies and that comply with all applicable federal, state, and local codes.

2.5.6. The Contractor shall use its best efforts to perform all services and shall provide all design services in accordance with the generally accepted standards of engineers or architects and in accordance with the Contract Documents.

2.5.7. The Contractor shall provide design services as necessary during construction.

2.5.8. The requirements for design work by the Contractor are further defined in the Contract Documents.

2.5.9. All documents prepared or accumulated by the Contractor in rendering design services shall be the sole property of the Authority and the Authority shall be vested with all rights therein of whatever kind and however created; provided, however, that the Contractor shall have no liability to the Authority for the Authority's use of the Contractor's work product on any project other than the Project for which the Contractor's design services were rendered, or for the Authority's use of the work product of the Contractor which is delivered to the Authority in incomplete form, accompanied by written notice to the Authority that such work is incomplete describing in sufficient detail why the documents are incomplete. No reports, maps, drawings, specifications, or other documents produced in whole or in part under this Contract shall be the subject of any application for copyright by or on behalf of the Contractor or any of its Subcontractors.

2.6. Key Personnel

2.6.1. The Contractor shall employ the Key Personnel identified in its ELOR. The Project Manager, Design Lead, and the Construction Manager shall represent the Contractor, and communications given to such personnel shall be binding on the Contractor. The Contractor's work shall be performed and directed by the Key Personnel identified in the ELOR. The Contractor shall provide the Authority with access to the Key Personnel identified in the ELOR as necessary for the Project. The Design-Build Firm shall have available professional staff meeting the minimum training and experience set forth in Florida Statute Chapter 455.

2.6.2. The Authority shall have the right but not an obligation to require the Contractor to dismiss from the Project any of the Contractor's project personnel whose performance is not satisfactory to the Authority, and, in such event, the Contractor shall replace such personnel with personnel satisfactory to the Authority.

2.6.3. In selecting Contractor, Contractor acknowledges and agrees that the Authority relied on the qualifications and experience of those persons and firms identified by Contractor by name in its ELOR as performing the Work ("Key Personnel"). Contractor shall not replace, substitute, reassign, or transfer Key Personnel to other duties or positions such that they are no longer available to provide the Authority with the expertise, experience, judgment, and personal attention at the level proposed without prior written approval from the Authority, except due to a respective Excusable Key Personnel Substitution Event. If any Key Personnel become unavailable to perform services in connection with the Project, the Contractor shall immediately notify the Authority, in writing, including the reason for the unavailability and Contractor's proposed replacement(s). When allowing substitutions for the Key Personnel positions, the Authority, in its sole discretion, will determine if the substitution is an Excusable Key Personnel Substitution Event or alternatively based solely on a business decision of the Design-Build Firm. The

Authority shall be entitled to complete qualifications information on each proposed replacement, including a current detailed resume and references. The Authority shall have sole discretion in determining whether the proposed substitutions in Key Personnel are acceptable, comparable to the Key Personnel identified in the ELOR, and meet the minimum qualifications and experience requirements in the RFQ. A replacement acceptable to the Authority shall be implemented promptly. The Contractor shall not be entitled to any extensions of time due to replacement of Key Personnel.

2.6.4. The Design GMP will contain a \$50,000 bonus opportunity for the Lead Design Firm. The Risk Reserve of the final Construction Phase Task Work Order GMP will contain a \$50,000 bonus opportunity for the Prime Contractor. The Authority's payment of these bonuses is specifically conditioned upon the Design-Build Firm's compliance with the Key Personnel requirements of the Contract Documents; the Lead Design Firm and Prime Contractor shall not receive either bonus in the event the Design-Build Firm substitutes any Key Personnel prior to Final Acceptance without the Authority's concurrence that such substitution was necessary due to an Excusable Key Personnel Substitution Event.

2.7. Prerequisites for Start of Construction of Any Portion of the Project.

2.7.1. The Contractor shall not start Work (or recommence Work following any suspension) of any portion of the Project until all the following events have been fully satisfied with respect to the Work proposed:

1. The Authority has issued the Notice to Proceed for the Planning Phase Work or for the respective Task Work Order;
2. If applicable, the Authority and the Contractor have executed the Task Work Order authorizing the applicable Work under that Task Work Order;
3. All Governmental Approvals necessary for the Work have been obtained and all conditions of such Governmental Approvals that are a prerequisite to commencement of such Work have been performed;
4. All insurance policies and bonds required to be delivered to the Authority hereunder have been submitted to the Authority as applicable and remain in full force and effect;
5. All necessary rights of access for such portion of the Project have been obtained;
6. Any additional conditions for construction set forth in the Contract Documents; and
7. For Construction Work, the Contractor has issued Plans for such portion of the Project and (i) the review and comment process for such documents

has been completed and (ii) the Authority has approved by provision of a “Release for Construction (RFC)” on the subject plans.

3. THE WORK, GENERALLY

3.1. Contract Time

3.1.1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing a Task Work Order, the Contractor confirms that the Contract Time within such Task Work Order is a reasonable period for completion of such Work and that Contractor shall complete such Work within the Contract Time.

3.1.2. The Contract Time shall be inclusive of normal inclement weather and Holidays (as that term is defined in the Division I Design-Build Specifications), subject to approved Contract Amendments, if any.

3.1.3. The Contract Time for each Task Work Order will be established by the Parties during the Design Phase as the respective Work Package Proposal is being finalized.

3.2. Liquidated Damages

3.2.1. If the Contractor fails to complete the Work within the Contract Time, plus any time extensions properly authorized by the Authority, the Contractor shall be liable to the Authority for Liquidated Damages as set forth in the Contract Documents. The Authority may deduct Liquidated Damages owed by the Contractor from Contractor’s next application for payment.

3.2.2. The Authority will, in its sole discretion and prior to execution each Construction Phase Task Work Order, determine (i) whether such Task Work Order will include Liquidated Damages provisions, and (ii) if applicable, the Liquidated Damages rate for such Task Work Order.

3.2.3. Liquidated Damages and the conditions under which they are imposed are fully set forth in each Task Work Order and Section 8-10 of the Division I Design-Build Specifications.

3.3. Incentives/Disincentives

3.3.1. Incentives and disincentives related to the timing for certain portions of the Work will be set forth in the respective Task Work Order.

3.4. Contract Amendment

3.4.1. The Contractor agrees to perform additional Work that is authorized through any Contract Amendment. The Contract Amendment for such additional Work may increase a Lump Sum Price, establish a lump sum amount, per diem, or hourly rates for such Work, unless explicitly

stated otherwise, and may provide an upper limit on the payments to be made by the Authority to the Contractor for such Work as well as the amount of time necessary to accomplish such additional Work. It is expressly understood, however, that the Authority shall have no obligation to authorize the Contractor to perform any additional Work under this Contract.

3.5. Compensation

3.5.1. The Authority will pay the Contractor according to the payment terms set forth in the Division I Design-Build Specifications, the Task Work Order, the RFQ, and Contract Amendments, if any. Throughout the duration of the Project, multiple Task Work Orders may be negotiated and issued with various payment structures during the Planning, Design and Construction Phases, all of which are subject to Open Book Cost Estimating as defined in Contract Documents.

3.5.1.1. The Authority may withhold any payment to the Contractor, if, and for so long as a good faith dispute exists, which may include the Contractor's failure to perform any of its obligations hereunder or the failure to pay any Liquidated Damages, provided however, that any such holdback shall be limited to an amount sufficient in the reasonable opinion of the Authority to cure any such default or failure of performance by the Contractor.

3.5.1.2. If the Authority subsequently discovers that an application for payment was improperly paid, the Authority may withhold payment on any future applications for payment, in whole or in part, to the extent necessary to recover the funds improperly paid. If the Authority determines that the reasons for withholding payment no longer exist, the Owner will so notify the Contractor and will make payment for the amount of the holdback within ten (10) business days.

3.5.1.3. The acceptance of final payment by the Contractor shall be considered as a release in full of all claims against the Authority or any of its members, officers, agents, employees or servants, directly or indirectly relating to, arising out of, or by reason of, the Work performed under this Contract, except for those claims that have been properly raised in accordance with the Contract Documents and specifically identified by the Contractor as unsettled in the Application for Final Payment.

3.5.1.4. By making final payment, the Authority does not waive any claim that arises from: (a) liens, claims, security interests, or encumbrances arising out of the Contract and unsettled at the time final payment is made; (b) latent defects; (c) failure of the Work to comply with the Contract Documents; (d) terms of special warranties required by the Contract Documents; or (e) any claim for overpayment, including, but not limited to, those resulting directly or indirectly from any erroneous measurement, estimate, or quantity.

3.5.2. Planning Phase Cap

- 3.5.3. The Planning Phase Cap shall not exceed the value provided in the RFQ. The Contractor shall invoice for the Planning Phase Work in accordance with Section IV.L of the RFQ.
- 3.5.4. Project Office Not-to-Exceed (NTE)
- 3.5.5. The Contractor's compensation for the Project office shall not exceed the Project Office NTE. The Contractor shall invoice for the Project Office TWO in accordance with Section IV.L of the RFQ.
- 3.5.6. Contractor Project Management Not-to-Exceed (NTE)
- 3.5.7. The Contractor's compensation for Contractor Project Management shall not exceed the Contractor Project Management NTE. The Contractor shall invoice for Contractor Project Management TWO in accordance with Section IV.L of the RFQ.
- 3.5.8. Dispute Review Board (DRB) Allowance
- 3.5.9. The Contractor's may request draws from the DRB Allowance to pay for DRB expenses. The Contractor shall invoice for DRB expenses in accordance with the Divisions I Design-Build Specifications and Section IV.L of the RFQ.
- 3.5.10. Design Phase Guaranteed Maximum Price
- 3.5.11. The Contractor's compensation for the Design Work shall not exceed the Design GMP. The Contractor shall invoice for the Design TWO in accordance with Section IV.L of the RFQ.
- 3.5.12. Construction Phase Lump Sum Price and Guaranteed Maximum Price
- 3.5.13. The Contractor's compensation for the Construction Work shall be the Lump Sum Price within the respective Construction Phase Task Work Order. The Contractor shall invoice for the Construction Work in accordance with Section IV.Q of the RFQ.
 - 3.5.13.1. At the completion of a Construction Phase Task Work Order, the final payment amount for that Work Package shall be the Lump Sum Price plus any Risk Reserve expenditures authorized by the Authority, as further described in Section IV.S, below. In no event shall final payment exceed the Lump Sum Price identified in the Construction Phase Task Work Order for an associated Work Package, with the exception that the Authority retains the sole right to make additional payments to the Design-Build Firm in the case of the occurrence of Provisional Risks and Authority Risks, as described in Section 6 of this Contract, below, however, only upon proper documentation of the impact from the Design-Build Firm in accordance with Risk Event Provisions and Section 4 and 5 of the Division I Design-Build Specifications.
 - 3.5.13.2. Acceptance of a Work Package is independent of Final Acceptance of the Project and does not relieve the Design-Build Firm from the responsibility for the Work or obligation to maintain the Work associated with the Work Package;

it is solely a tool to make a final payment owed on a Work Package. The Project as a whole will not receive Final Acceptance until all Work Packages have been completed and accepted by the Authority, and the Design-Build Firm will maintain responsibility, including maintenance, over the entire Project's constructed elements until Final Acceptance is granted by the Authority.

3.5.13.3. The Authority may, in addition to accepting a completed Work Package for the above payment reasons, issue a letter of Partial Project Acceptance. Issuance of the Partial Project Acceptance letter for a particular Work Package will start the warranty period for that Work. A letter of Partial Project Acceptance will only be issued on a Work Package basis; such letter will not be issued for a part of a Work Package. A letter of Partial Project Acceptance of a Work Package may only be issued by the Authority if the Authority members of the Executive Review Board determines that the Work in question is completed, has independent utility, and is not likely to be impacted by remaining Work on the Project.

3.5.14. Final Payment

3.5.14.1. Once the Project has been fully completed by the Design-Build Firm and submitted to the Authority for Final Acceptance and the Project has been completed within allowable Contract Time, as adjusted per the Contract, and there is no outstanding or anticipated litigation (certified by the Design-Build Firm that none exist), the Authority shall make the following payments:

1. 20% of the difference between the Design GMP, excluding the bonus opportunity amount, and the final amount paid under the Design Phase Task Work Order. This compensation is earned by the Designer for being efficient in its work; and
2. bonus opportunity amounts, as described in Section 2.6.4 of this Contract, if the Design-Build Firm was successful in earning the bonus.

4. SCOPE OF WORK AND AUTHORITY'S RIGHTS

4.1. Base Scope

4.1.1. Upon execution of this Contract and receipt of a written notice to proceed (the "NTP"), the Contractor shall proceed with the Planning Phase scope of work in accordance with the Contract Documents and in compliance with the Project schedule. In accordance with the RFQ, the Parties may develop, negotiate, and execute Task Work Orders to authorize Work. The Authority, however, retains its rights in accordance with Section 4.2, below.

4.2. The Authority's Rights

4.2.1. By entering into the Contract with the Design-Build Firm, the Authority is not obligated to authorize Design Phase Task Work Orders or Construction Phase Task

Work Orders on any component of the Project, or once a Task Work Order has been issued for a specific Work Package to continue to approve any additional Work Package Proposals (WPP). If the Authority, in its sole discretion, determines that the parties, after good faith negotiations, are unable or unwilling to agree upon any proposed Task Work Order terms, scope, or Cost Estimate, then the Authority may, at its election, take one or more of the following actions:

1. Enter into discussions with the Design-Build Firm to reconcile basis of costs differences;
2. Direct the Design-Build Firm to value engineer or reexamine the scope of the proposed Task Work Order and make modifications to the proposed Task Work Order to satisfy the Authority's concerns, and then resubmit the proposed Task Work Order;
3. Enter into negotiations with the Design-Build Firm to remove portions of the Work and either create a new proposed Task Work Order with a modified scope, or add those removed portions to previously executed through amendments, modifying the previously agreed upon Task Work Order for the associated Work accordingly;
4. Take any other action allowed under the terms of the Contract, including termination of all or part of the Contract. This election shall not be considered a termination for convenience and shall not be considered a violation or breach of the Contract by the Authority;
5. Reject the proposed Task Work Order in its entirety; and
6. Issue a notice to the Design-Build Firm that the Authority intends to terminate the Contract after previously authorized Task Work Orders and Work Packages are completed and not to issue future Task Work Orders or consider any future Work Package Proposals from the Design-Build Firm. If this election is chosen, it does not remove the obligations from the Design-Build Firm to complete any Work under existing Task Work Orders. This election shall not be considered a termination for convenience and shall not be considered a violation or breach of the Contract by the Authority. If the Authority believes that utilization of this election is premised on a breach by the Design-Build Firm, the Authority shall state that in its notice to the Design-Build Firm.

4.2.2. The Authority's decision on approving or not approving a proposed Task Work Order does not modify any other portion of the Contract without written agreement of the parties.

4.3. Contractor Breach of Contract

4.3.1. The Authority may terminate all or part of the Contract should the Contractor be in breach of the Contract, which shall, in all such cases, not be considered a termination for convenience and shall not be considered a violation or breach of the Contract by the Authority. At a minimum, the Contractor shall be considered in breach of the Contract if:

1. The Contractor fails to perform the Work with sufficient resources to ensure the prompt completion thereof.
2. The Contractor fails to perform the Work in accordance with the Contract Documents and refuses to remove and replace rejected materials or nonconforming work.
3. The Contractor discontinues or suspends the prosecution of the Work wrongfully or for reasons not permitted in the Contract.
4. The Contractor breaches any other agreement, representation, obligation, or warranty contained in the Contract Documents.
5. The Contractor fails to provide and maintain the required insurance, Contract Bond, or other required securities.
6. The Contractor changes or substitutes Key Personnel without Authority approval.

4.4. Termination Process

4.4.1. Upon receipt of notice of the Authority's intent to terminate part or all of the Contract, the Contractor shall:

1. Stop the terminated Work as specified in the notice;
2. Continue and complete performance of the Work not terminated;
3. Communicate to all affected subcontractors such notice of termination and terminate such subcontracts to the extent they are related to the terminated Work, except as otherwise directed by the Authority pursuant to subsection (6) of this Section 4.4.1 below;
4. Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the non-terminated Work, if any, or for mitigation of damages;
5. Take action that may be reasonably necessary, or that the Authority may direct, for the safety, protection, and preservation of the public, the Work, the Authority's assets, and the Contractor's assets;

6. Assign to the Authority in the manner, at the times, and as and to the extent directed by the Authority, all of the right, title, and interest of the Contractor under the Subcontracts, in which case the Authority will have the right, in its sole discretion, to accept continued performance, settle, or pay any or all claims arising out of the termination of such Subcontracts;
7. Provide the Authority with an inventory of all materials previously produced, purchased, or order from suppliers for use in the Work and not yet used in the Work, including its storage locations, as well as any documentation or other property required to be delivered hereunder, which is either in the process of development or previously completed but not yet delivered to the Authority, and such other information as the Authority may request; and transfer title and deliver to the Authority, in the manner, at the times, and as and to the extent, if any, directed by the Authority of:
 - I. fabricated or unfabricated parts, the Work in process, completed Work, supplies, and other material produced or acquired for the Work terminated; and
 - II. the completed or partially completed Plans (including drawings, elevations, sections, details, and diagrams), specifications, investigation results, surveys, records, samples, information, estimates, and other property that would have been required to be furnished to the Authority if the Work had been completed;
8. If requested by the Authority, withdraw from the portions of the Right-of-Way designated by the Authority and remove such materials, equipment, tools, and instruments used by, and any debris or waste materials generated by, the Contractor in the performance of the Work.

5. RESERVED

6. RISK REGISTER

6.1. Development and Management of Risk Registers

- 6.1.1. Each Work Package shall have a respective Risk Register, which shall be maintained by the Authority during the Planning Phase and Design Phase. Changes to the Risk Register will be subject to the Authority's approval, in its sole discretion.
- 6.1.2. As part of the Planning Phase Work and Design Phase Work, the Design-Build Firm shall collaborate with the Authority in the development and maintenance of a Risk Register, which will be comprised of (i) a matrix of potential risk events that may occur during the Construction Phase ("Risk Register Events"), and (ii) specifications, specific to each Risk Register Event ("Risk Event Provisions"), which

will prescribe the respective mitigation responsibilities, materialization limitations, and relief outcomes should such risk materialize.

- 6.1.3. In advance of the Pricing Process described in Section IV.Q of the RFQ, the Parties will participate in collaborative risk workshops to inform the Risk Register and identify Risk Register Events. During such risk workshops, the Parties will determine whether such Risk Register Events are categorized as either an Authority Risk, Provisional Risk, or Design-Build Firm Risk. The Risk Register will document such determination.
- 6.1.4. During the Pricing Process, the Risk Register will be finalized as described in Section IV.Q of the RFQ.
- 6.1.5. Each Work Package Proposal shall include the then-current Risk Register, consisting of the Risk Register Events and respective Risk Event Provisions applicable to such Work Package.
- 6.1.6. The Risk Event Provisions will outline the relief opportunities for the Design-Build Firm, subject to the classifications of such risk as described in the subsections below, should a Risk Register Event materialize.

6.2. Design-Build Firm Risks

- 6.2.1. The Risk Register Events designated as Design-Build Firm Risks shall be considered included in the Lump Sum Price. Any risk not identified in the Risk Register shall also be considered a Design-Build Firm Risk. The Design-Build Firm shall not receive cost or schedule relief for Design-Build Firm Risks that materialize. The Design-Build Firm is assumed to have taken into account the Design-Build Firm Risks in its Lump Sum Price.
- 6.2.2. By execution of a Construction Phase Task Work Order, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm for the Task Work Order scope and that any information provided in the Reference Documents is to merely assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the Contract Documents to the contrary, no additional time will be granted, nor compensation will be paid in excess of the Lump Sum Price in the event of any inaccuracies in the Reference Documents. If the Design-Build Firm wishes to rely on a specific Reference Document, the Reference Document(s), or components thereof, it shall obtain the Authority's written approval thereof prior to such reliance, and such reliance shall be explicitly stated within the Risk Register and applicable Work Package Proposal prepared by the Design-Build Firm.

6.3. The Authority's Risks

6.3.1. For the Risk Register Events that are classified as Authority Risks, the respective Risk Event Provisions will include:

1. a description of how the Risk Register Event becomes a materialized Risk Register Event;
2. any required mitigation efforts to be taken by the Design-Build Firm to mitigate the Risk Register Event from materializing;
3. the types and extent of relief that the Design-Build Firm shall be entitled to seek upon the Risk Register Events materializing; and
4. requirements for cost sharing, determination of time impacts, payment requirements, and other terms.

6.3.2. If an Authority Risk materializes, the Design-Build Firm may file a claim for payment to address such Risk Register Event. Approved requests for compensation from the Authority Risks in the Risk Register shall not be considered when determining whether the GMP has been exceeded.

6.3.3. The occurrence of any of the following events during the Construction Phase shall constitute a materialized Authority Risk for which the Contractor shall be entitled to seek Lump Sum Price and Contract Time adjustments through a claim in accordance with the provisions in Sections 4 and 5 of the Division I Design-Build Specifications:

1. Changes in applicable federal, state or local codes causing changes in the Contract Amount or Contract Time;
2. Discovery at, on, or under the Right-of-Way, of any Differing Site Conditions causing changes to the Contract Amount or Contract Time;
3. Force Majeure Event causing changes to the Contract Amount or Contract Time;
4. Breach of Contract by the Authority causing changes to the Contract Amount or Contract Time; and
5. Authority-Caused Delay causing changes to the Contract Amount or Contract Time.

6.4. Provisional Risks, Risk Reserve, and Guaranteed Maximum Price

6.4.1. For Risk Register Events that are classified as Provisional Risks, the respective Risk Event Provisions will specify:

1. the amount of any Provisional Sum;

2. whether the Provisional Risk has a Capped Provisional Sum or an Uncapped Provisional Sum;
 3. whether the Provisional Risk is a Shared Provisional Sum;
 4. a description of how the Risk Register Event becomes a materialized Risk Register Event;
 5. payment requirements for Provisional Sums; and
 6. any required mitigation efforts to be taken by the Design-Build Firm to mitigate the Risk Register Event from materializing.
- 6.4.2. The Design-Build Firm's use of the Provisional Risks shall be subject to the same procedural requirements for a claim set forth within Sections 4 and 5 of the Division I Design-Build Specifications or within the Risk Event Provisions, if applicable. Payment for a materialized Risk Register Event will be deducted from the relevant Provisional Sum allocated in the Risk Register. Should the Authority approve usage of a Provisional Sum, the Authority will authorize a Contract Amendment to the applicable Construction Phase TWO to increase the respective Lump Sum Price by the amount agreed-to between the Parties; the Risk Reserve will be reduced by such agreed-to amount. The GMP will not change.
- 6.4.3. Provisional Sums may be used in instances when the actual price and quantity for such item of Work is unknown at the time of agreement of a WPP or as deemed necessary by the Authority. Provisional Sums may include a designation of unit pricing and the estimated number of units making up the Provisional Sum.
- 6.4.4. If a materialized Risk Register Event is a Provisional Risk with a Capped Provisional Sum, then the Design-Build Firm shall not be entitled to seek any additional costs or schedule relief beyond the specified Provisional Sum identified in the respective Risk Event Provisions.
- 6.4.5. If a materialized Risk Register Event is a Provisional Risk with an Uncapped Provisional Sum, and the Provisional Sum or other relief provided in the respective Risk Event Provision is exhausted, then the Design-Build Firm shall be entitled to seek relief beyond the Uncapped Provisional Sum. Approved requests for compensation exceeding an Uncapped Provisional Sum in the Risk Register shall not be considered when determining whether the GMP has been exceeded.
- 6.4.6. Risk Register Events may be classified as a Provisional Risk with a Shared Provisional Sum. Upon achievement of Final Acceptance, or such other date determined by the Authority in its sole discretion, any Shared Provisional Sums not used for materialized Risk Register Events shall be allocated to the Authority or the Design-Build Firm as described in the respective Risk Event Provisions, and the Design-Build Firm's share shall be included as a separate line item on the Application for Final Payment.

6.4.7. The aggregate of the Provisional Sums for the Provisional Risks shall be the Risk Reserve. The Construction Phase TWO's respective Guaranteed Maximum Price (GMP) shall equal the Lump Sum Price plus the Risk Reserve. The GMP may not be exceeded unless:

7. A Provisional Risk with an Uncapped Provisional Sum materializes and results in an approved Contract Amendment exceeding the respective Uncapped Provisional Sum; or
1. An Authority Risks materializes and results in an approved Contract Amendment which increases the Lump Sum Price.

6.5. Requests for Compensation from the Risk Register

- 6.5.1. All claims for additional time and compensation on any Work Package must be submitted in accordance with the RFQ in the format and timeframe described in the Division I Design-Build Specifications that are incorporated into the Contract.
- 6.5.2. In order to facilitate a request for additional compensation to be paid out from the Risk Reserve or from an Authority Risk, either as a specific allowable claim or as a general request for additional funding, the Design-Build Firm must provide the notice, as defined in the Division I Design-Build Specifications, to the Authority of the potential for the claim, in sufficient time for the Parties to discuss steps to minimize the cost impacts. The Design-Build Firm must also provide such supporting documentation as required by the Authority. The Authority has sole discretion to determine the amount of supporting documentation required based on each request. The amount of funds requested shall follow the same Open Book Cost Estimating principles as the Pricing Process.
- 6.5.3. Before each Work Package is considered complete, the Design-Build Firm must make a final certified claim for any requests for compensation from the Risk Reserve. This final certified claim is considered the last and final opportunity to be compensated for Work completed under the Work Package.
- 6.5.4. For allowable time, the Division I Design-Build Specifications govern Delay in the Critical Path of the Project Master Schedule. For associated costs for claims, including indirect costs, the RFQ will supersede all other described specific amounts defined in the Division I Design-Build Specifications.
- 6.5.5. If a construction modification is approved after the issuance of a Task Work Order for an associated Work Package, and produces savings, the value of those savings shall be allocated to the Risk Reserve. This is applicable to any modification to a previously approved item and/or a deviation from a Contract Requirement, that require Authority approval and that reduces the cost of the item as previously defined in an approved Design GMP or GMP. Any such modification must not impair the essential functions and characteristics of an item of work such as safety, service, life,

reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features as decided by the Authority.

7. INSURANCE AND BONDS

7.1. Insurance Requirements, Coverages, Limits, and General Requirements.

7.1.1. Contractor shall provide, at its sole expense, all insurance coverages and requirements as set forth in Attachment A_002.09 – Insurance Requirements, Coverages, and Limits.

7.1.2. Within 10 days of issuance of the Notice of Intent to Award, or within such other time as required by the Authority, Contractor shall execute and deliver to the Authority the certificates of insurance, Contract Bond, and all other documents required by Attachment A_002.09. All documents required by Attachment A_002.09 must be delivered to the Authority prior to the Planning Phase Notice to Proceed.

7.2. Contract Bond (Payment and Performance Bond) Required.

7.2.1. Furnish to the Authority, increase (as necessary), and maintain in effect throughout the life of the Contract, an acceptable Contract Bond (Payment and Performance Bond) in a sum at least equal to the Contract Amount. Execute such Contract Bond on the form provided by the Authority. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Authority, and having the Authority's approval. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form.

7.2.2. In the event that the Surety executing the Contract Bond, although acceptable to the Authority at the time of execution of the Contract, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause that becomes apparent after the Authority's initial approval of the Surety, then the Authority may require that the Contractor immediately replace the Contract Bond with a similar bond issued by a Surety that is reliable and acceptable to the Authority. In such an event, the Authority will bear all costs of the premium for the new Contract Bond, after deducting any amounts that are returned to the Contractor from their payment of premium on the original Contract Bond.

7.2.3. In case of default on the part of the Contractor, the Authority will charge against the Contract Bond all expenses for services incidental to ascertaining and collecting losses under the Contract Bond, including accounting, engineering, and legal services, together with any and all costs incurred in connection with renegotiation of the Contract.

7.2.4. Liability for Wrongful or Criminal Act by Contractor:

7.2.4.1. The principal and Surety executing the Contract Bond shall be liable to the Authority in any civil action that might be instituted by the Authority or any

officer of the Authority authorized in such cases, for double any amount in money or property the Authority might lose, or be overcharged, or otherwise be defrauded of by any wrongful or criminal act of the Contractor, their agent or their employee.

7.2.5. Surety to Furnish Legal Defense as to Payment and Performance Claims or Suits:

7.2.5.1. The Surety shall indemnify and provide defense for the Authority when called upon to do so for all claims or suits against the Authority, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract where the Contractor has failed to timely provide the Authority such defense. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the Contract Amount, which shall be the original Contract Amount as may be modified by subsequent TWOs and Contract Amendments.

8. WARRANTIES.

The Contractor warrants to the Authority that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly authorized by the Authority, may be considered defective. If required by the Authority, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in the Work. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless otherwise provided in the Contract Documents. The Contractor shall deliver all required warranty documents before submitting the Application for Final Payment. When the specifications require that a warranty shall be for longer than one year, the Contractor shall ensure that the warranty is issued directly to the Authority as the original purchaser warrantee. Any breach of any warranty will be a breach of this Contract.

9. INDEMNIFICATION.

Contractor shall indemnify, defend, and hold completely harmless the Authority and the officers, agents, and employees of the Authority (the "Indemnified Parties") from and against any and all claims, suits, demands, judgments, losses, costs, fines and penalties, damages, expenses, liabilities, and reasonable expenses (including, but not limited to, fees for attorneys, expert witnesses, scene recreations, legal support expenses) ("Damages"), which may be incurred by or charged to Indemnified Parties, to the extent caused in whole or in part by any negligent act, omission, recklessness or intentional misconduct by the Contractor, any Subcontractor, or any of their officers, directors, partners, employees, agents, or suppliers, or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, arising directly or indirectly from (i) the Work or this Contract, (ii) work performed under warranty, or (iii) the failure of the Contractor to keep, observe or perform its responsibilities and obligations contained in or arising from this Contract. This indemnification obligation shall apply and not be limited by any limitation

on the amount or type of compensation or benefits under worker's compensation laws, disability benefits, or other employee benefits. The obligations of this paragraph shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist under law or this Contract. Nothing in this Contract shall be deemed a waiver by Authority of its sovereign immunity rights under the laws of the State of Florida, other than those specifically waived by virtue of this Contract. This indemnification shall survive the expiration or termination of this Contract.

If the above indemnity provisions are deemed void in whole or in part under Florida law, then the following indemnification obligations shall apply to the extent such provisions are deemed void: Contractor shall indemnify and hold harmless the Authority, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract.

10. EXISTING CONDITIONS.

Contractor represents and agrees that it has informed itself fully of the requirements under which the Work is to be performed and Contractor has examined the Procurement Documents and Construction Documents carefully prior to executing a Task Work Order. Contractor acknowledges that any information that has been provided by the Authority is to assist the Contractor in evaluating the minimum requirements for the Project and informing itself of the Work required of the Project. Drawings, schematics, reports and/or any other documents provided by the Authority are provided for information only to the Contractor, and the Authority makes no guarantee of the accuracy or completeness of such information, unless otherwise expressly stated in a Construction Phase Task Work Order.

In addition, by submitting its Work Package Proposal, Contractor certified that it has investigated and is fully informed of the requirements for the Work, of the character, quality and quantities of Work to be performed, and materials to be furnished and has included in its Submittals all items necessary for the proper execution and completion of the Work. Contractor shall not be relieved of its obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents, and to complete the Work for the consideration set forth in its Work Package Proposal by reason of having failed to inform itself with respect to those matters. Contractor represents to the Authority that this Contract and its Contract Amount is inclusive of compensation for performing the Work in accordance with the Contract Documents and the existing Authority records and Reference Documents to sufficiently support the design developed by the Contractor as set forth in its Work Package Proposal. Contractor agrees that by accepting copies of the documents, any and all claims for damages, time, additional compensation, or any other impacts based on the documents are expressly waived

11. PERMITS, FEES, INSPECTIONS, AND NOTICES

- 11.1. Pursuant to Florida Statute 218.80, the "Public Bid Disclosure Act," the Authority gives notice to the Contractor that the Authority does not issue permits for the Work and

accordingly there is no fee assessed by the Authority. However, the City of Tampa, Hillsborough County, other governmental entities may require fees for building and other permits for the Work. The Contractor shall secure and pay for all required permits that are necessary for the proper execution and completion of the Work, including, but not limited to, all applicable site permits, building permits, engineering, dewatering, National Pollution Discharge Elimination System (NPDES) stormwater management and all other permits required to complete the Work. The Contractor shall be responsible for coordinating and scheduling all such permitting agencies' tests and inspections. All costs incurred in connection with obtaining any permit, license, test or inspection, including any required overtime in connection therewith, shall be included within the Contract Amount

- 11.2. The Contractor shall review the Contract Documents to determine the applicability of any and all laws, ordinances, rules, regulations and lawful orders of public authorities that may govern the Work. The Contractor shall comply with all laws, ordinances, rules, regulations and lawful orders of public authorities governing the Work and shall give all notices required in connection therewith. In addition, the Contractor shall not knowingly violate any zoning or setback requirement or any provision of any recorded covenant.
- 11.3. The Contractor shall notify the Authority of any discrepancy or potential conflict between the Contract Documents and any building codes or other law or regulations of which the Contractor has knowledge of or should be reasonably able to determine. If the Contractor performs Work contrary to laws, statutes, ordinances, building codes, rules or regulations, the Contractor shall correct the Work and be responsible for all costs associated therewith.

12. CHOICE OF LAW, VENUE, AND WAIVER OF TRIAL BY JURY

- 12.1. The Contract shall be governed by the laws of the State of Florida. If any portion of this Contract is held to be void or unenforceable under such law, the remainder of the Contract shall be enforceable without such portion.
- 12.2. Venue for any litigation arising out of or related to this Contract shall be exclusively in Hillsborough County, Florida.
- 12.3. TO THE EXTENT PERMITTED BY THE GOVERNING LAW, THE AUTHORITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY AND ALL RIGHT EITHER MAY HAVE TO A TRIAL BY JURY AS TO ANY CLAIM, DISPUTE, CAUSE OF ACTION OR ISSUE ARISING FROM OR RELATED TO THIS CONTRACT OR THE PROJECT, INCLUDING THE ADJUDICATION OF ANY COUNTERCLAIMS AND DEFENSES, IT BEING THE INTENT OF THE PARTIES TO EXPEDITE THE RESOLUTION OF ANY AND ALL CLAIMS AND DISPUTES IN LITIGATION IN A COURT OF LAW WITH A BENCH TRIAL RULING. NO JURY SHALL BE EMPANELED FOR THE CONSIDERATION OF ANY ISSUE HEREUNDER.

13. MISCELLANEOUS

13.1. Continued Performance Pending Payment.

The Authority's obligation to make timely payments and the Contractor's obligations to diligently prosecute the Work shall continue uninterrupted during the resolution of any dispute between the Authority and the Contractor.

13.2. SBE Aspiration Goal.

The Authority's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBEs. It is the policy of the Authority to encourage the participation of small businesses and disadvantaged business enterprises (SBE) in all facets of the business activities of the Authority, consistent with applicable laws and regulations. Contractor shall aspire to have design and construction contract costs performed by SBEs. Although not a contract requirement, the Authority believes that the aspiration goal can realistically be achieved based on current availability of SBEs. The Authority further believes that the goal can be achieved through race neutral means, using standard competitive procurement processes. Contractor agrees to apply its best efforts to utilize qualified SBEs as vendors, contractors, subcontractors, and consultants for the Project.

13.3. Taxes.

Contractor shall pay all sales, consumer, use or similar taxes for the Work or portions thereof provided by the Contractor, unless otherwise specifically provided in the Contract Documents. Contractor is responsible for paying to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Contract Amount, whether or not yet effective or merely scheduled to go into effect.

13.4. Authority's Record Audit Rights.

Contractor and its subcontractors, if any, shall maintain complete and accurate books and records in accordance with generally accepted accounting principles, consistently applied, and shall be in a form reasonably acceptable to the Authority. Contractor and its subcontractors shall account for all expenses of any nature related to transactions in connection with this Contract in a manner which segregates in detail those transactions from other transactions of the Contractor and subcontractors and which support the amounts reported and/or invoiced to the Authority. At a minimum, Contractor's and subcontractor's accounting for such expenses and transactions shall include such records in the form of electronic media compatible with or convertible to a format compatible with computers utilized by the Authority at its offices; a computer run hard copy; or legible microfilm or microfiche, together with access to the applicable reader. All such books, records and computerized accounting systems, shall upon reasonable notice from Authority be made available in Hillsborough County, Florida, for inspection, examination, audit and copying by Authority through and by its duly authorized representatives at any time for up to four (4) years after the year to which books and records pertain. Such inspection, examination, or audit may include, but is not limited to a review of the general input, processing, and output controls of information systems, using read only access, for all computerized applications used to record

financial transactions and information. Contractor and subcontractor shall freely lend its own assistance in a timely manner in making such inspection, examination, audit, or copying and, if such records are maintained in electronic and other machine-readable format, shall provide the Authority and/or its representative such assistance as may be required to allow complete access to such records. The Authority may require Contractor and subcontractors to provide other records that the Authority, in its sole discretion, deems necessary to enable the Authority to perform an accurate inspection, examination or audit of expenses incurred in and transactions related to performance of this Contract. Such records shall be provided within thirty (30) days of request thereof. In the event that expenses incurred or reimbursed are found by such inspection, examination, or audit to have been overpaid, Contractor and its subcontractors agree that such amounts shall be payable to the Authority. If, prior to the expiration of the above-stated four (4) year record retention period, any audit or investigation is commenced by the Authority, or any claim is made or litigation commenced relating to this Contract by the Authority, the Contractor, or a third party, the Contractor shall continue to maintain all such records, and the Authority shall continue to have the right to inspect such records in the manner stated above, until the inspection, examination, audit, claim, or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). This provision shall survive the expiration or earlier termination of this Contract. In the event of any conflict between any provision of this Contract and generally accepted accounting principles or generally accepted auditing standards, the provisions of this Contract shall control even where this Contract references such provisions or standards. In particular, without limitation, Contractor and subcontractors shall maintain all records required under this Contract to the full extent required hereunder, even if some or all such records would not be required under such generally accepted accounting principles or auditing standards. If as a result of an inspection, examination or audit, it is established that amounts are due from the Contractor to the Authority, Contractor shall forthwith, upon written demand from the Authority, pay the Authority such amount, together with interest on the amount due at the statutory rate of interest from the date such additional amounts were overpaid by the Authority. Further if such inspection, examination or audit establishes that the Contractor has over billed such amounts for any Contract period by two (2%) percent or more, then the entire expense of such inspection, examination or audit shall be paid by the Contractor.

13.5. Ownership and Use of Drawings, Specifications, and Other Documents

All Drawings, Specifications, and other documents prepared by the Contractor for the Project are and shall remain the property of the Authority, and the Authority shall retain all common law, statutory and other reserved rights with respect thereto. They shall not be used on any other project without the prior written consent of the Authority, and the Contractor shall take such action as may be necessary to prevent their use on any other project or for additions to the Project outside the scope of the Work by any Subcontractor, Subconsultant or material and equipment Supplier. The Subcontractors, Subconsultants, and material and equipment Suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Contractor appropriate to and for use in the execution of their Work under the Contract Documents. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project are not to be construed as a publication in derogation of the Authority's copyright or other reserved rights.

13.6. Written Notices.

All notices or other communications regarding this Contract shall be made in writing and shall be deemed properly delivered to the addressee at the address set forth in this Contract or such other address as may hereafter be specified in writing by (a) hand delivery, (b) courier service or overnight service, (c) facsimile transmittal, (d) mailing of such notice or (e) by email transmission.

Notices to the Authority:

Amy Lettelleir, Chief Legal Officer
Tampa-Hillsborough County Expressway Authority
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Amy.Lettelleir@tampa-xway.com

Notices to the Contractor:

[] Eric Kontos, Chief Revenue Officer
Traffic Management Solutions
8895 N. Military Tr., Suite 301B
West Palm Beach, FL 33410
rickk@tms-its.com

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

13.7. Independent Contractor.

The Contractor is an independent contractor and is not an agent or employee of the Authority or agent in performing the work. Nothing contained herein shall (1) make the Contractor the agent, servant or employee of the Authority, or (2) to create any partnership, joint venture, or other association between the Authority and the Contractor. Any direction or instruction by the Authority shall relate to the results the Authority desires to obtain from the work, and shall in no way affect the Contractor's independent contractor status described herein.

The Contractor shall be responsible to the Authority for all acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its subcontractors. The Contractor shall be fully responsible for all matters related to the employment and compensation of its employees, including compliance with withholding tax, Social Security, and all other laws and regulations.

Except as specifically provided in the Contract Documents, the Contractor shall be solely responsible for determining the means and methods for performing the work described in the Contract Documents.

13.8. No entitlement to Employee Benefits.

Contractor acknowledges that it is not eligible for or entitled to participate in any benefits provided by the Authority to its employees, regardless of the length of its relationship with the Authority and regardless of whether it is held to be a common-law employee of the Authority for any purpose,

and has not been promised any future employment with the Authority. Therefore, with full knowledge and understanding, Contractor hereby expressly waives any claim or right that it may have, now or in the future, to such benefits and agrees not to make any claim for such benefits.

13.9. Licensing, Permits, and Approvals.

The Contractor represents to the Authority that it that it and all of the entities and individuals acting on the Contractor's behalf, including, without limitation, consultants and subcontractors, have and will keep in effect at all times during the term of this Contract, all licenses, permits, and approvals which are legally required to perform the Work. The Contractor shall ensure all subcontractors will also have and keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required. Without limiting the generality of the foregoing, all drawings shall be signed and sealed by a professional architect or engineer licensed in the State of Florida.

13.10. Compliance with All Laws.

The Contractor shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities for inclusion in the Contract Documents.

13.11. No Waiver of Sovereign Immunity.

Nothing contained in the Contract Documents is intended to nor shall constitute a waiver of sovereign immunity by the Authority.

13.12. Confidentiality.

Contractor and any subcontractors who utilize, access, or store proprietary information, trade secrets, or personally identifiable information as part of the performance of this Contract are required to safeguard this information in accordance with Chapter 119, Florida Statutes, and immediately notify the Authority of any breach or suspected breach in the security of such information.

13.13. Media.

Neither the Contractor, its employees, agents, or subcontractors shall make any press release or similar media release related to the Project unless such press release has been approved by the Authority prior to its issuance.

13.14. Entire Contract.

The Contract supersedes all contemporaneous or prior negotiations, representations, course of dealing, or agreements, either written or oral. No modifications to the Contract shall be effective against the Authority unless made in writing signed by both the Authority and the Contractor, unless otherwise expressly provided to the contrary in the Contract. Nothing herein shall be construed to limit the Authority's right to issue unilateral modifications to the Contract.

13.15. No Third-Party Beneficiary.

Nothing in this Contract is intended to create a third-party beneficiary in the public or to authorize anyone not a party of the Contract to maintain a suit for personal injury, bodily harm, property damage, or other damages pursuant to this Contract.

13.16. Remedies Cumulative.

If the Contractor fails to comply with any of the terms of the Contract Documents, the Authority may avail itself of any or all remedies provided in the Contract Documents or in law or equity. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to duties, obligations, rights and remedies otherwise imposed or available by law.

13.17. Severability.

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13.18. Section Headings.

The headings are used in this Contract for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Contract and shall have no meaning or effect upon its interpretation.

13.19. Construction.

This Contract shall be construed fairly as to all Parties and not in favor of or against any party, regardless of which party prepared the Contract.

13.20. Capitalized Terms.

The capitalized terms herein have the meanings ascribed to them in the Contract Documents.

13.21. Inspector General.

The contractor/consultant/vendor agrees to comply with section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 20.055(5), Florida Statutes.

13.22. No Waiver.

No waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Contract by either party or at any time shall in any way affect, limit, modify or waive that Party's right hereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, without regard to any purported course of dealing, custom of the trade, or otherwise.

13.23. Public Records.

When the Contractor receives any request to inspect or copy any records that relate to the Contract, it shall promptly provide the Authority with a copy of the request. The Authority will respond to each such request on behalf of itself and the Contractor and the Contractor agrees to fully cooperate with the Authority with regard to all records requests and comply with all decisions made by the Authority regarding the production/disclosure. The Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the Services being performed by the Contractor.
- b. Upon request from the Authority's custodian of public records, provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as amended, or as otherwise provided by law.
- c. Except as authorized by law, ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed for the duration of the Contract Term as well as following completion or termination of the Contract if the Contractor does not transfer the records to the Authority.
- d. Upon completion or termination of the Contract, transfer, at no cost, to the Authority all public records in possession of the Contractor or keep and maintain the public records required by the Authority and the law to perform the Service. If the Contractor transfers all public records to the Authority upon completion or termination of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion or termination of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.
- e. Failure to grant such public access or otherwise comply with the Authority's request for records will be grounds for immediate termination of the Contract by the Authority. In the event of such failure, the Authority shall also enforce the Contract provisions in accordance with the Contract.
- f. Failure to provide the public records to the Authority within a reasonable time may also subject the Contractor to penalties under section 119.10, Florida Statutes.
- g. If a civil action is filed against the Contractor to compel the production of public records relating to the Contract, the Contractor shall be solely responsible and liable for its attorney's fees and any resulting damages.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, THE CONTRACTOR MUST CONTACT THE AUTHORITY'S CUSTODIAN OF PUBLIC RECORDS, WHO CAN BE REACHED AT: (813-272-6740); AND 1104 E. Twiggs Street, Suite 300 Tampa, FL, 33602.

13.24. Compliance with Nondiscrimination Statutes and Authorities.

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

13.25. E-Verify

Contractor shall register with and utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to verify the work authorization status of all newly hired employees, performing work in the United States. The Contractor shall include an express provision in all Subcontracts requiring its Subcontractors to do the same and require all Subcontractors to provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor must retain all such affidavits for the duration of the Contract. In accordance with § 448.095, Florida Statutes, the Authority shall terminate this Contract if Authority has a good faith belief that the Contractor knowingly employs an unauthorized alien or has otherwise violated § 448.09(1), Florida Statutes. The Authority shall require the Contractor to terminate the contract of a Subcontractor if the Authority has a good faith belief that the Subcontractor has knowingly violated § 448.09(1), Florida Statutes. The Contractor may challenge any such termination in accordance with § 448.095, Florida Statutes. Consequences for a violation of this subsection also include liability for the Authority's costs as a result of the termination and debarment for at least one (1) year in accordance with § 448.095, Florida Statutes.

13.26. Public Entities Crimes Act.

By executing this Contract, Contractor certifies that it is not precluded from entering into this Contract under Section 287.133(2)(a), which provides as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, Proposal or reply on a contract to provide any goods or Services to a public entity; may not submit a bid, Proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

13.27. Discriminatory Vendor List.

By executing this Contract, Contractor certifies that it is not precluded from doing so under Section 287.134, which provides as follows: "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, Proposal, or reply on a contract to provide any

goods or services to a public entity; may not submit a bid, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform Work as a contractor, supplier, Subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity unless that entity or affiliate has been removed from the list pursuant to Florida law.”

13.28. Scrutinized Companies.

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of any amount if, at the time of contracting, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into a contract for goods or services of \$1 million or more if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to section 215.473, Florida Statutes. By executing this Contract, Contractor affirms it is eligible to do so under Section 215.4725, Florida Statutes.

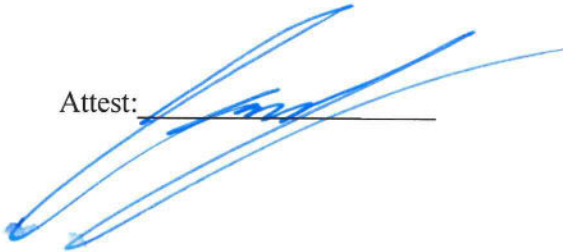
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the said TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY has caused this Contract to be executed in its name by its Executive Director or an Expressway Authority Officer; and attested by its Chief Legal Officer, and the Contractor has caused this Contract to be executed in its name by Traffic Management Solutions, LLC, its President, attested by Eric Kentas, its Secretary, and has caused the seal of said corporation to be hereunto attached, all on the day and year first above written.

Signed, sealed and delivered
in the presence of:

TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY

Attest:



By:



Executive Director

(SEAL)

Reviewed and approved
as to form and legality:

By:



Amy Lettelleir, Authority Chief Legal Officer

[Contractor signature on the following page]

(If Contractor is a Corporation)

Traffic Management Solutions, LLC

Name of Corporation

Anita Cosmo
Witness ANITA COSMO

By: [Signature] - Eric Kontos
Chief Revenue Officer

[Signature]
Witness Tyler Smith

Attest: [Signature] - Chris Shaw
VP of Revenues

(SEAL)

(If Contractor is a Joint Venture or Partnership)

Witness

Name of Entity

(SEAL)

Witness

By:



CONSTRUCTION ENGINEERING AND INSPECTION

SCOPE OF SERVICES

FOR

HI-0314

**Brerein Queue Detection and Monitoring
Hillsborough County**

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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 projects listed below.

2.0 SCOPE:

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

The project(s) for which the services are required are:

THEA Project No.:	HI-0314
Description:	Brorein Queue Detection and Monitoring
County:	Hillsborough County

Serve as the Authority's representative on the project and faithfully represent the Authority's interest in all matters, with special emphasis given to issues involving public safety, quality, timely completion of the work, and financial responsibility.

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. 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 Authority's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with the Authority's procedures and the Department's State Construction Office manuals, procedures, and memoranda in effect at the time of Agreement execution, including but not limited to FDOT CPAM, FDOT Standard Specifications for Road and Bridge Construction, FDOT Design Standards, Materials Sampling, Testing & Reporting Guide, and applicable Department/Authority addenda, as directed by the Authority. The current versions are available via the Department's State Construction Office website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Authority and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the Authority.

The Authority shall 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 the Authority 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 the Authority and 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 ten (10) calendar days to perform preliminary administrative services prior to the issuance of the Contractor’s notice to proceed on the project and ten (10) calendar days to demobilize after final acceptance of the Contract.

The anticipated CEI Contract times for the project(s) are tabulated below:

CEI Contract Estimate		
THEA Project ID	Estimated Start Date (Mo/Day/Yr)	Duration (Days)
HI-0314	Summer 2026	360

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. CEI Project Administrator/Project Engineer: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one (1) or more Construction Projects.
- D. CEI Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one (1) or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- E. 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.
- 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. Contractor: The individual, firm, or company contracting with the Authority for design (if applicable), furnishing of labor and materials, and performance of work for construction of the project.
- J. Contracts and Procurement Manager: The Authority’s Procurement Office
- K. Department: The Florida Department of Transportation (FDOT)

- L. Director of Operations and Engineering: The Authority's Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- M. Executive Director: The Chief Executive Officer of the Authority.
- N. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- O. Operations Engineer: The Director of Operations and Engineering, or it's designee, assigned to administer construction contracts for the Authority.
- P. Public Information Office: The Authority's office assigned to manage the Public Information Program.
- Q. Resident Engineer: The Director of Expressway Operations, or it's designee, assigned to administer construction contracts for the Authority.
- R. Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. A full definition is provided in the FDOT Design Manual.

5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT:

- A. The Authority, on an as-needed basis, will furnish the following Contract documents for each project. These documents may be provided in either paper or electronic format:
 - 1. Construction Plans
 - 2. Specifications 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 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 Agreement.

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, and materials management.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

All informational, contractual and other business required for this project will be through a system of paperless electronic means. When the specifications require a written submission of documentation, such documents must be submitted electronically.

All documents requiring a signature must be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons that normally sign paper documents must acquire digital signature certificates.

Ownership and possession of computer equipment and related software provided by the Consultant shall remain with the Consultant at all times. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and operational at all times.

6.3 Field Office:

N/A

6.4 Vehicles:

Equip vehicles with appropriate safety equipment and to effectively carry out the requirements of this Agreement. Vehicles shall have the Consultant's name and phone number visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

Supply inspection and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats and safety vests shall have the Consultant's name visibly displayed.

Equipment described herein and expendable materials under this Agreement 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 license requirements.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Maintain field office equipment 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 the Authority, 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 Agreement, keep the Authority's Construction Project Manager 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.

Inform the Authority's Construction Project Manager of any design defects, reported by the Contractor or observed by the Consultant.

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 this Agreement and all Supplemental Amendments thereof, the Authority will review various phases of the Consultant's 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 limited to, the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within seven (7) calendar days 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:

Administer, monitor, and inspect the Construction Contract such that the project is constructed in conformance 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.

The Consultant is hereby designated to negotiate Supplemental Amendments. Seek input from the Construction Project Manager relating to all Supplemental Amendment requests. Supplemental Amendments must be determined to be in accordance with Florida law by the Authority prior to approval by the Consultant. Prepare the Supplemental Amendment as a recommendation to the Authority, which the Authority may accept, modify or reject upon review. For supplemental amendments of \$50,000 or more, final approval will be obtained through official Authority board action. Consult with the Construction Project Manager as necessary.

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

9.2 Independent Engineering Judgment:

Exercise independent engineering judgment in pursuit of the project. Personnel are expected to gather information from project inspection personnel and make informed, technically sound decisions to promote timely, successful completion of the project without sacrificing quality. For technical issues which require coordination with the Authority, all levels of CEI Project Engineer shall be expected to present options for consideration along with a preferred option. Engineering experience and expertise are considerations for the selection of Consultant staff. It is the Authority's expectation that this experience and expertise will be employed by Consultant staff to make sound engineering judgments and recommendations throughout the project.

9.3 Public Safety:

Hold public safety paramount throughout the project. If the Consultant determines that any activity of the Contractor poses an imminent hazard to the public, the Consultant shall direct the Contractor to immediately cease the activity and to close the affected lanes of traffic until the deficiency is addressed.

9.4 Timely Resolution:

Prioritize the Authority's goal of the timely and successful completion of the project. Work to actively develop solutions to issues encountered on the project in an expedient manner and work to ensure that issues do not persist for long periods without resolution.

9.5 Survey Control:

N/A

9.6 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials in accordance with the Contract Documents 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. The Consultant will monitor off-site activities and fabrication unless otherwise stipulated by this Agreement.

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

9.7 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Contract Documents. 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.

Perform inspection and sampling of materials and components at locations remote from the project site. In addition, the Consultant will perform VT testing of materials normally performed 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 may monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall comply with the Contract Documents.

Prepare and submit sampling and testing documentation reports to the Authority the same week that the construction work is performed.

Transport samples to be tested in the laboratory to the appropriate laboratory within 24 hours after the initial cure. The Project Administrator will provide the VT Laboratory ID number for sample delivery. Transmittal card must accompany the sample. A chain of custody (if provided by the VT firm) must be signed by the CCEI and VT representatives for sample tracking purposes and maintained by both the CCEI and VT firms.

Within 24 hours of sampling, input verification testing information and data into the Consultant furnished comprehensive construction management system, supporting construction administration, field record keeping, and materials management.

In addition to verification testing, the Consultant shall contract with a laboratory that is not performing QC or VT testing on the Contract for the purposes of resolution testing between the Contractor's quality control test results and the Consultant's verification test results, should a discrepancy exist outside of allowable test result tolerances. This resolution testing laboratory, for use as providing Independent Assurance (IA) sampling and testing, may be

added by supplemental amendment after the Contractor has selected their chosen quality control laboratory.

9.8 Engineering Services:

Coordinate the Contract administration activities 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 and interpreting the Contract Documents for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

- (1) Within 20 days of contract award, the Consultant shall schedule a pre-service meeting with the Authority to establish expectations for the delivery of services provided by the Consultant. Additionally, expectations will be established regarding uploading, attributing, and quality review of construction contract documents that are to be archived electronically.

Provide appropriate staff to attend and participate in the pre-service meeting.

The Consultant shall document this meeting and include the items discussed in the required Quality Assurance Plan.

- (2) Schedule and coordinate a Final Estimate informational meeting with the Authority. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and coordinate 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.
- (4) Schedule and conduct the Pre-construction conference. Prepare and distribute meeting minutes to the attendees.
- (5) 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 (1) inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors.". The Consultant's inspector shall 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 Contract documents.
- (6) 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.

- (7) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary documentation.
- (8) Monitor, inspect and document the Contractor's utility coordination efforts for compliance with 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.
- (9) 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.
- (10) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
- (11) The Authority will provide and lead Public Information Services. The Consultant shall provide Public Information technical support (detour/MOT narratives, schedule look-ahead, construction milestone summaries, graphics from the panoramic photo log) on a biweekly cadence and review Public Information materials for technical accuracy within 48 hours of request.
- (12) Prepare and submit to the Authority's Construction Project Manager a monthly status report, in a format to be specified by the Authority.
- (13) Provide a digital video recording of the pre-construction conditions throughout the project limits, via use of a 360-degree camera. 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.

Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Additionally, provide drone services that comply with 934.50 FS and all other applicable laws and requirements.

These photographs will be filed and maintained on the Consultant's computer using a digital photo 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 Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal

changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for electronic distribution. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file individually, and in a sequence which simulates the visual experience of a viewer moving through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on digital media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

9.9 Geotechnical Engineering:

N/A

9.10 Schedule Development and Review:

Analyze Contractor's schedule(s) (i.e. baseline(s), revised baselines(s), updates, as-built, etc.) for compliance with 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 concern as detailed in CPAM.

9.11 Asphalt Plant Services:

N/A

10.0 PERSONNEL:

10.1 General Requirements:

Provide prequalified personnel necessary to carry out its responsibilities efficiently and effectively under this Agreement.

Unless otherwise agreed to by the Authority, the Authority 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 to the Authority’s Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: certifications, CTQP ID number, education, and experience. The Consultant Action Request Form (ARF) along with any needed electronic access approval requests for personnel approval shall be submitted to the Construction Project Manager at least 14 calendar days 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 seven (7) calendar days of Authority notification.

Except as noted herein, before the project begins, all project staff shall have a working knowledge of the current 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.

Minimum qualifications for the Consultant personnel are set forth as follows: Exceptions to these minimum qualifications will be considered on an individual basis. For CTQP certifications, the Consultant may propose project staff possessing an equivalent certification from a national or other state DOT accreditation program. These exceptions may be granted under the stipulation that the appropriate CTQP certification be obtained prior to the corresponding work activity or such other time as approved by the Authority. The Authority’s Director of Operations and Engineering, or designee, shall have the final approval authority on such exceptions.

CEI SENIOR PROJECT ENGINEER - LICENSURE:

- Professional Engineer (PE) registered in the State of Florida
 - Ability to obtain endorsement in the State of Florida within six months of Project NTP if registered in another state

EXPERIENCE:

- Six (6) years of engineering experience
 - Two (2) of those years involved in relevant transportation projects
 - Exception: Five (5) years for Complex Category 2 (CC2) and PTS bridge structures
- A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

QUALIFICATIONS/ CERTIFICATIONS:

- FDOT Advanced MOT
- CTQP Quality Control Manager (Attend and pass the examination)
 - To be achieved by Project NTP, if CEI Project Administrator/ Project Engineer holds qualification at time of proposal

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Directing a highly complex and specialized construction engineering administration and inspection program;
- Responsible for: Planning and organizing the work of subordinate and staff members;
- Responsible for: Developing and/or reviewing policies, methods, practices, and procedures;
- Responsible for: Reviewing programs for conformance with Authority standards.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER -

EDUCATION:

- High School Diploma or Equivalent

LICENSURE (FOR CEI PROJECT ENGINEER):

- Professional Engineer (PE) registered in the State of Florida
 - Must obtain endorsement in the State of Florida within six (6) months of Project NTP if registered in another state

EXPERIENCE:

For personnel with Engineering, Engineering Technology or Construction Management degrees:

- Two (2) years of engineering experience in relevant transportation projects.
- A Master's Degree in Engineering, Engineering Technology, or Construction Management may be substituted for one (1) year of engineering experience

For personnel without Engineering, Engineering Technology or Construction Management degrees:

- Eight (8) years of CEI or roadway or bridge construction experience,
- Two (2) of those years involved in relevant transportation projects.

QUALIFICATIONS/ CERTIFICATIONS:

Qualifications/certifications for this position may be obtained within six (6) months from the date of hire provided that this position works under the supervision and direction of a Senior Project Engineer, all other requirements for the position are met, and a training plan is submitted detailing when the qualifications/certifications will be obtained.

- FDOT Advanced MOT
- CTQP Final Estimates Level II
- CTQP Quality Control Manager (Attend and pass the examination)

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Receiving general instructions regarding assignments and exercising initiative and independent judgment in the solution of work problems.
- Responsible for: Directing and assigning specific tasks to administrative and field staff and assisting in all phases of the construction project.
- Responsible for: Progress estimates and final estimates throughout the construction project duration.

CEI CONTRACT SUPPORT SPECIALIST -

EDUCATION:

- High School Diploma or Equivalent

EXPERIENCE:

For personnel with Engineering, Engineering Technology, or Construction Management degrees:

- No prior experience is required

For personnel without Engineering, Engineering Technology, or Construction Management degrees:

- Four (4) years of CEI experience having performed/assisted in project related duties (i.e., construction management system input, progress and final estimates, processing construction contract changes, etc.); or
- Two (2) years of experience with 3D Modeling and CADD

QUALIFICATIONS/CERTIFICATIONS:

- CTQP Final Estimates Level II

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Exercising independent judgment in planning work details and making technical decisions related to the office aspects of the project
- Responsible for: Familiarity with the Authority's Procedures covering the project related duties as stated above and proficient in the computer programs necessary to perform those duties.

CEI SENIOR ITS INSPECTOR-

EDUCATION:

- High School Diploma or Equivalent, OR
- Civil, Electrical Engineering, or Electrical Engineering Technology Degree (with a EI certificate)

EXPERIENCE:

- Experience in Fiber Installation Inspection, OTDR Fiber Testing, and Controller Operation and Testing

For personnel with Civil, Electrical Engineering or Electrical Engineering Technology degrees:

- One (1) year of ITS CEI experience
- Demonstrated knowledge in the qualifications

For personnel without Civil, Electrical Engineering or Electrical Engineering Technology degrees:

- Four (4) years of CEI experience
 - Two (2) of those years involved in ITS CEI
- Familiarity with Existing Communication Equipment and Switches

QUALIFICATIONS/ CERTIFICATIONS:

- IMSA Fiber Optics for ITS Level II Field (or equivalent)
- FDOT ITS CEI Computer-Based Trainings
 - Managed Field Ethernet Switch Module
 - Closed Circuit Television Camera Module
 - Microwave Vehicle Detection System Module
 - Road Weather Information System Module
 - Dynamic Message Sign Module

- FDOT Intermediate MOT

ABILITIES/ RESPONSIBILITIES:

- Ability to: Communicate effectively in English (verbally and in writing)
- Responsible for: Inspecting construction work
- Responsible for: Monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals
- Responsible for: Coordinating and managing the lower level inspectors
- Responsible for: Escalating any deficiencies to the Project Administrator

CEI ITS INSPECTOR-

EDUCATION:

- High School Diploma or Equivalent, OR
- Civil, Electrical Engineering Degree, or Electrical Engineering Technology (with a EI certificate)

EXPERIENCE:

- Experience in Fiber Installation Inspection, OTDR Fiber Testing, and Contoller Operation and Testing

For personnel with Civil, Electrical Engineering, or Electrical Engineering Technology degrees:

- The ability to earn the required qualifications within one (1) year

For personnel without Civil or Electrical Engineering degrees:

- Two (2) years of CEI experience
 - One (1) of those years involved in ITS CEI
- Familiarity with Existing Communication Equipment and Switches

QUALIFICATIONS/CERTIFICATIONS:

- FDOT ITS CEI Computer-Based Trainings
 - Managed Field Ethernet Switch Module
 - Closed Circuit Television Camera Module
 - Microwave Vehicle Detection System Module
 - Road Weather Information System Module
 - Dynamic Message Sign Module
- IMSA Fiber Optics for ITS Level I (or equivalent)
- FDOT Intermediate MOT

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 up to five (5) calendar days to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within 30 days after receiving award of an Agreement, furnish a QA Plan to the Authority's 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 Authority approves the Consultant's 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's 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 performed in accordance with the Contract Documents and Authority procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also

be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Authority's Construction Project Manager in written form no later than one (1) month after the review.

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

On asphalt projects, the CEI 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 CEI 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 Authority, upon request, during the Agreement term. All records shall be kept at the primary job site and subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Authority's Procedures.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with CPAM.

Revisions to the Certified Final Estimate will be made at no additional cost to the Authority.

12.2 Certification:

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

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

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as directed by the Authority. The package shall accompany the Certified Final Estimates Documentation 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) With each monthly invoice submittal, the Consultant will provide a status report for the Agreement. This report will provide an accounting of additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Authority's Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Authority's Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority four (4) weeks to process, approve, and execute the AR. For amendment requests exceeding \$50,000, provide eight (8) 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.
- (3) 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 20th 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 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 partial acceptance is issued, except in cases where a contractor claim is pending, or as otherwise authorized in writing by the Authority.

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

14.0 OTHER SERVICES:

Upon written authorization by the Authority's 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.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Modification to the original Agreement will be addressed at that time, as necessary.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA) AUTHORITY

THEA shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.



June 09,2026

Tampa-Hillsborough Expressway Authority

ATTN: Brian McElroy

Project Manager II

1104 East Twiggs Street, Suite 300

Tampa, Florida 33602

RE: C/O Proposal – East Toll Gantry – High-Mast Lighting Circuit Relocation.

Brian:

It is our pleasure to submit this proposal for East Toll Gantry – High-Mast Lighting Circuit Relocation Improvements.

Proposal Quote for furnishing and installation of High Mast Circuit Relocation along East bound Selmon Expressway. Consists of lump sum pricing to furnish, install new circuits, to relocate the affected high mast lighting circuits to accommodate the gantry and roadway work. Quantities and materials are estimated. The location is pre-determined by the Expressway Authority. The quote includes furnishing and installing all needed materials and labor and all needed MOT devices. Work will be done by sub-contractor. The work will be accomplished per THEA's Request. The cost for the proposed work is set at a lump sum rate of \$ 82,129.64

Please call me at 813-299-2459 with any questions or concerns.

Thanks,

Scott Chase

Scott Chase

Project Manager

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Selmon Mainline Gantry Design
 County: Hillsborough County
 FPN: O-00619D
 FAP No.: N/A

Consultant Name: Kisinger Campo & Associates

Date: 6/5/2026

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager 3	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1							SH By	Salary Cost By	Average Rate Per
															Activity	Activity
3. Project Common and Project General Tasks	535	80	27	80	134	107	107							535	\$123,866	\$231.52
Total Staff Hours	535	80	27	80	134	107	107							535		
Total Staff Cost		\$21,452.80	\$6,534.81	\$20,818.40	\$33,387.44	\$24,048.25	\$17,623.97								\$123,865.67	\$231.52

Check = \$123,865.67

Survey Field Days by Subconsultant
 4 - Person Crew:

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:				\$123,865.67
OVERHEAD:		0%		\$0.00
OPERATING MARGIN:		0%		\$0.00
FCCM (Facilities Capital Cost Money):		0.00%		\$0.00
EXPENSES:		0.00%		\$0.00
Survey (Field - if by Prime)	0	4-person crew days @	\$ - / day	\$0.00
SUBTOTAL ESTIMATED FEE:				\$123,865.67
Subconsultant RS&H				\$104,876.07
GRAND TOTAL ESTIMATED FEE:				\$228,741.74

**Tampa Hillsborough Expressway Authority
Independent Audit System
Contract No.: HNTB PR 20232440
HNTB Task Order:**

Independent Auditing System (IAS) Procurement Support Services

Scope of Work

Purpose and Need

The Tampa Hillsborough Expressway Authority (THEA) desires the creation of a Request for Proposals (RFP) document and procurement assistance for a toll facility Independent Auditing System (IAS).

HNTB's role on this project, as requested by THEA, is to lead the development of IAS procurement documents in coordination with THEA. HNTB support includes the development of the IAS scope of work and associated exhibits, support to THEA Team during the procurement after the IAS RFP advertisement and provide all requested procurement-related support services to the notice to proceed (NTP) for the selected IAS Contractor. It is anticipated that THEA will contract for additional support from consultants to support the implementation of the IAS once a preferred IAS Contractor is awarded a contract.

The following is the HNTB proposal for RFP Development and Procurement Support of the Independent Audit System.

Description of Services

Task I – Project Management and Administration

HNTB shall perform the following program administration and coordination duties:

- Coordinate and attend a project kickoff meeting with the THEA and other project stakeholders as requested by THEA.
- Facilitate and/or attend procurement status meetings with THEA, including development or review of agendas and approval of meeting notes (as needed)
- Procurement schedule development and management
- QA/QC Management of HNTB Work
- Management of HNTB resources
- Invoices and progress reports:
For the Project, prepare a monthly invoice and progress report for the work tasks, and provide evidence of work accomplished during the time period. The progress report shall be submitted and shall include activities completed during the prior month, meetings attended, deliverables completed and a project budget burn rate. HNTB shall monitor assigned tasks, as required by THEA.
- Document reviews and deliverable management

Task 1 HNTB Deliverables:

- Meeting agenda, notes, and action item lists

Note: For all meetings lead by HNTB, HNTB will be responsible for developing and distributing meeting agendas and meeting notes. For any meeting not led by HNTB, HNTB will be responsible for reviewing meeting agendas and notes and providing comments to THEA.

- Project invoices and progress report
- Project records and file management in an online system specified by THEA
- Document process management
- Draft and approved procurement schedule, and regular schedule updates

Task 2 – IAS RFP Procurement Document Development and Support

HNTB, in coordination with THEA, shall perform the following duties in support of the preparation and development of the IAS procurement documentation:

- Meeting coordination facilitation and/or participation
- Deliverable and document management
- Peer review support of approach documents
- Development of Administrative Requirements
- Development of Technical Requirements
- Development of Performance Requirements
- Develop of the IAS scope of work and all necessary illustrations and attachments

Task 2 HNTB Deliverables:

- Meeting agenda, notes, and action item lists

Note: For all meetings lead by HNTB, HNTB will be responsible for developing and distributing meeting agendas and meeting notes. For any meeting not led by HNTB, HNTB will be responsible for reviewing meeting agendas and notes and providing comments to THEA.

- Draft and final project scope of work
- Draft and final system specifications/requirements, including any necessary attachments
- Draft and final versions of all necessary illustrations and attachments for the RFP (as needed)

Task 3 – IAS Procurement Support

HNTB shall support the THEA's procurement process beginning with the advertisement of the RFP and concluding with the issuance of the IAS Contractor's NTP.

- Support and attend the pre-proposal conference, and provide an agenda and meeting notes (as requested by THEA)
- Review of vendor questions, and produce draft and final responses to vendor questions

- Development/revision of draft and final engineer's estimate
- Coordinate meetings, interviews and/or product demonstrations with proposers (if requested by THEA)
- Support the preparation of RFP addenda, if necessary
- Develop draft and final proposal evaluation and pricing documentation/forms
- Provide technical advisory support for evaluation of technical proposals as requested by the THEA staff
- As requested, develop draft and final letters to proposing integrators, as needed
- Provide technical support to THEA negotiations if requested

Task 3 HNTB Deliverables:

- Draft and final agendas, meeting notes and action items for all meetings
- Draft and final pre-proposal materials and presentation (if requested)
- Draft and final responses to proposer questions
- Draft and final addenda (if necessary)
- Draft and final evaluation and scoring documents
- Draft and final engineer's estimate

Attachment A – Estimated Procurement Support Budget

SUMMARY FEE SHEET														
						ATTACHMENT "A"								
PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority						HNTB PR 20232440								
GEC CONTRACT NO. HNTB PR 20232440						Independent Auditing System (IAS) Procurement Support								
CPMP HI-0096 P-XX														
PRIME CONSULTANT: HNTB Corporation														
ACTIVITY	Rick Herrington		Kenneth Deitiker		Steve DeBella		Mark Hicks		TOTAL		Avg. Hourly Rate			
	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours By Activity	Salary Cost By Activity				
Project Management and Administration	0	\$0.00	0	\$0.00	0	\$0.00	40	\$5,193.60	40	\$5,194	\$129.84			
IAS RFP Procurement Document Development and Support	16	\$2,930.88	120	\$11,299.20	60	\$6,681.60	16	\$2,077.44	212	\$22,989	\$108.44			
IAS Procurement Support	8	\$1,465.44	80	\$7,532.80	80	\$8,908.80	16	\$2,077.44	184	\$19,984	\$108.61			
Total Staff Hours	24	\$4,396.32	200	\$18,832.00	140	\$15,590.40	72	\$9,348.48	436	\$48,167.20	\$110.48			
										Total				
										Basic Activities Maximum Limiting Fees (Salary Costs)	\$48,167.20			
										Cost Elements & Additives	\$0.00			
										(a) 2.78 Multiplier	\$133,904.82			
Direct Expenses											SUBTOTAL (Cost Elements applied to Basic Activities Fee):	\$133,904.82		
Home Exp 4.37%	4.37%	\$2,104.91											(d) Direct Reimbursables	\$ 2,104.91
Field Exp 8.58%											Total Project Cost:	\$136,009.73		
										Budget Amount:	\$136,009.73			

Budget Estimate Assumptions:

- This budget anticipates procurement support will span approximately 1 year in total.
- This budget covers procurement support only (e.g. procurement document development, evaluation sheet development, respondent question support, RFP addenda development (if necessary), technical advisement, etc.) for IAS vendor selection to THEA issuing a notice to proceed.
- HNTB will lead development of the scope of work and requirements and all associated appendices.
- THEA will be responsible for developing contract and boiler plate documentation, as well as all necessary exhibits.

Estimated Schedule

HNTB anticipates the duration of the procurement phase of the project is approximately one (1) year.

SUMMARY FEE SHEET

ATTACHMENT "A"

PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority

RTCS Implementation Support and Oversight (7/1/26 - 6/30/27)

GEC CONTRACT NO. CPMP HI-0254

PRIME CONSULTANT:

Assumed 3% Annual Rate Increase

FY 2027 RTCS Implementation Budget	Project Manager/Contract Support		Technical Lead/PM Support		Sr. Technical Advisor		Senior Specialist		DBA/Reports Support		Sr. Technical Advisor		Project Principal		Clerical		TOTAL		Avg. Hourly Rate	
	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours	Hourly Rate \$	Staff Hours By Activity	Salary Cost By Activity		
																	133.74	107.20		114.70
Project Management and Administration	140	\$18,723.60	80	\$8,576.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$3,773.60	40	\$2,844.40	280	\$33,918	\$121.13	
RTCS Design and Development Support	80	\$10,699.20	520	\$55,744.00	530	\$60,791.00	230	\$17,454.70	100	\$9,995.00	185	\$22,455.30	0	\$0.00	0	\$0.00	1645	\$177,139	\$107.68	
RTCS Installation Oversight	0	\$0.00	40	\$4,288.00	80	\$9,176.00	40	\$3,035.60	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	160	\$16,500	\$103.12	
RTCS Testing Oversight	40	\$5,349.60	140	\$15,008.00	160	\$18,352.00	120	\$9,106.80	20	\$1,999.00	40	\$4,855.20	0	\$0.00	0	\$0.00	520	\$54,671	\$105.14	
Go-Live Planning and Transition Support	12	\$1,604.88	20	\$2,144.00	20	\$2,294.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	52	\$6,043	\$116.21	
Operations and Maintenance Support	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0	\$0.00	
Total Staff Hours	272	\$36,377.28	800	\$85,760.00	790	\$90,613.00	390	\$29,597.10	120	\$11,994.00	225	\$27,310.50	20	\$3,773.60	40	\$2,844.40	2,657	\$288,269.88	\$108.49	
Total																				
Basic Activities Maximum Limiting Fees (Salary Costs)																			\$288,269.88	
Cost Elements & Additives																			\$0.00	
Direct Expenses	4.37%		\$ 12,597.39																	\$801,390.27
SUBTOTAL (Cost Elements applied to Basic Activities Fee):																			\$801,390.27	
(d) Direct Reimbursables																			\$ 12,597.39	
Total Project Cost:																			\$813,987.66	
Budget Amount:																			\$813,987.66	

**INTERLOCAL AGREEMENT
BETWEEN**

TAX COLLECTOR FOR LEE COUNTY, FLORIDA AND

**THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A
PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING
PURSUANT TO FLORIDA STATUTES CHAPTER 348, PART II ("THEA"),**

**ALL OF WHICH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER
INTO THIS AGREEMENT PURSUANT TO CHAPTER 163 PART I, FLORIDA
STATUTES.**

This Interlocal Agreement ("Agreement") for collection and remittance of Tampa-Hillsborough County Expressway Authority toll revenue and Tax Collector service charges is made and entered into as of May 13, 2026 (the "Effective Date"), by and between Noelle Branning, as Lee County Tax Collector ("LCTC" or "Tax Collector"), and the Tampa-Hillsborough County Expressway Authority ("THEA"), hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, THEA is entitled to collect tolls from motor vehicles pursuant to Florida Statutes §348.54 (6), (the "Tolls"); and

WHEREAS, pursuant to Chapter 320, Florida Statutes, Florida County Tax Collectors are designated agents of the Department of Highway Safety and Motor Vehicles for the purpose of issuing tag renewals, tag replacements and tag transfers and collecting the fees associated with such transactions (the "Transaction" or "Transactions"); and

WHEREAS, the LCTC cannot complete a Transaction if the related motor vehicle has outstanding Tolls owed to THEA; and

WHEREAS, the LCTC and THEA have determined that it would be in the best interest of the public to allow customers to pay the Tolls associated with THEA at the Tax Collector tag agencies, so that Transactions can be completed without delay to the public; and

WHEREAS, the LCTC and THEA have determined that for the purposes of economies of scale, and furthering practical, efficient, and accountable service to the public, together the parties will derive mutually beneficial results by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits and the terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

TERMS OF AGREEMENT:

1. **Recitals:** The Recitals set forth above are true and correct and are incorporated herein.

2. **Scope of Agreement:** The terms of this Agreement shall apply to all Transactions processed in Lee County, Florida, by the LCTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions and reporting between the parties.

3. **Tolls and Documentation:** At the time of processing a Transaction, the LCTC will collect all Tolls owed to THEA for the applicable motor vehicle, prior to issuing a motor vehicle tag to a customer. In the event a customer chooses not to pay the Tolls, then that customer will be directed to THEA for payment or handling of the Tolls directly and will not be issued a motor vehicle tag. On a weekly basis, the Tax Collector will transfer to THEA the Tolls collected on behalf of THEA. In the event of technical complications with the Tax Collector's automated payment of Tolls to THEA, the Tax Collector will transfer the Tolls to THEA manually, no later than 30 calendar days after the date of collection.

4. **Tax Collector Service Charges:** The Tax Collector may collect a service charge of One Dollar (\$1.00) per Transaction, from each customer (the "Service Charge"), which shall be earned and kept by the Tax Collector upon collection. The Service Charge will be in addition to the cost to the customer for each Transaction and will not be deducted from the Tolls due to THEA.

5. **Release of Holds:** Upon collecting the Tolls from a given customer for a Transaction pursuant to Section 3, THEA authorizes the Tax Collector to release motor vehicle tag holds for that customer. If for any reason the Transaction cannot be completed and is voided by the Tax Collector (the "Voided Transaction"), THEA will be automatically notified through the cashiering interface software shared by the Parties and THEA will in turn notify the Department of Highway Safety and Motor Vehicles to reapply the hold on that customer's motor vehicle tag. The Tax Collector is not responsible for reapplying any motor vehicle tag holds for Voided Transactions, nor will the Tax Collector be held liable for any incidental, consequential, punitive, exemplary or indirect damages, lost profits, revenue or other business interruption damages resulting from the temporary removal of said hold pursuant to this Agreement. In the event the Tax Collector becomes aware of any technological malfunction preventing notifications of

Voided Transactions being automatically sent to THEA through the cashiering interface software, the Tax Collector will manually notify THEA of such Voided Transactions until the cashiering interface software notifications can be restored. THEA shall supply weekly reports to the Tax Collector with sufficient information to verify the customers for whom THEA has submitted tag holds to the Department of Highway Safety and Motor Vehicles due to Voided Transactions. The Tax Collector will supply monthly reports to THEA indicating the number of Transactions, the Tolls collected on the behalf of THEA, the Tolls transferred to THEA, and the identity of the customers having Voided Transactions. The Tax Collector will have no liability for holds released in error.

6. Not a Purchase Agreement: This Agreement does not involve the purchase of goods or services by either Party. Rather, the Parties are simply allocating the Service Charge and Tolls collected hereunder in a fair and equitable manner.

7. Term of Agreement: The term of this Agreement shall be for a period of one (1) year from the Effective Date and shall renew automatically on each anniversary of the Effective Date, unless either Party gives written notice of its intent to terminate the Agreement pursuant to Section 8 at least sixty (60) days prior to the end of the then-current annual term.

8. Early Termination: This agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction.

9. Severability. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect unless, within seven (7) calendar days after such a finding of illegality, one or both of the Parties elects to terminate this Agreement in its entirety.

10. Notices: All notices, demands, requests, or other instruments shall be given by depositing the same in the pre-paid, certified U.S. mail, facsimile, or overnight mail.

Notices to the Tax Collector:

Noelle Branning
Lee County Tax Collector
2480 Thompson Street
Fort Myers, FL 33901
Legal@leetc.com
239.533.6000

Notices to THEA:

Amy Lettelleir, General Counsel
Tampa Hillsborough Expressway Authority
1104 E Twiggs Street, Suite 300
Tampa, Florida 33602
amy.lettelleir@tampa-xway.com
813.272.6740

11. Delegations: The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.

12. Audits: The Tax Collector and THEA shall maintain, in accordance with generally accepted accounting principles and procedures, records of all Transactions, Tolls, and Service Charges collected or pertaining to this Agreement. The Parties shall ensure that such records are available for examination and inspection by the other party during normal business hours.

13. Liability; No Third-Party Beneficiary: Each Party agrees that it shall be solely responsible for the negligent acts or omissions of its officers, employees, contractors, and agents. Nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in §768.28, Florida Statutes. Neither THEA nor the Tax Collector intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

14. Force Majeure: Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, without limitation, (1) acts of God or nature (including, without limitation, public health emergencies, epidemics or pandemic; (2) change in, additions to; or the interpretation of any applicable law, rule, regulation, or ordinance; (3) strikes, lockouts, or other labor actions or labor problems; (4) transportation delays, whether physical or electronic; (5) unavailability of supplies, equipment or materials; (6) fire or explosion; (7) riot, terrorism, military action, usurpation of power, or any attempt to usurp power, or (8) actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

15. Miscellaneous:

- a. Neither Party may assign its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party.
- b. This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived except through a written instrument signed by the Tax Collector and THEA.
- c. The Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third party.
- d. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Hillsborough County, FL.
- e. In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal.
- f. For civil proceedings, the Parties waive the right to a jury trial.

16. Pursuant to §163 .01(11), Florida Statutes, this Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for the recordation in Hillsborough County and shall furnish the Tax Collector with a recorded copy.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Signature: _____
Vincent Cassidy, Chairman

Date: _____

Approved as to form, content, and legality:

Amy Lettelleir, Esq., General Counsel

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____ 20__,
by _____ on behalf of the Tampa-Hillsborough County Expressway Authority.

Notary Public State of Florida

(Notary Seal)

Personally known: _____ OR Produced Identification: _____ Type of Identification
Produced: _____

LEE COUNTY TAX COLLECTOR

Signature: Noelle Branning
Noelle Branning, Lee County Tax Collector

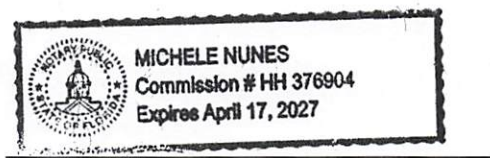
Date: 5/14/26

Approved as to form, content, and legality:
[Signature]
Orfelia Mayor, Chief Deputy Tax Collector

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 14 day of May 2026,
by Noelle Branning on behalf of the Lee County Tax Collector.

Michele Nunes
Notary Public State of Florida



(Notary Seal)

Personally known: OR Produced Identification: _____ Type of Identification
Produced: _____

INTERLOCAL AGREEMENT

BETWEEN

TAX COLLECTOR FOR SARASOTA COUNTY, FLORIDA,

AND

THE TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC CREATED AND EXISTING PURSUANT TO CHAPTER 348, PART II, *FLORIDA STATUTES*

ALL OF WHICH ARE PUBLIC AGENCIES AUTHORIZED TO ENTER INTO THIS AGREEMENT PURSUANT TO CHAPTER 163, PART I, *FLORIDA STATUTES*.

This **INTERLOCAL AGREEMENT** (“**Agreement**”) for collection and remittance of Tampa-Hillsborough County Expressway Authority toll revenue and Tax Collector service charges is made and entered into as of the last date of execution below (the “**Effective Date**”), by and between Mike Moran, as Sarasota County Tax Collector, a Florida Constitutional County Officer (“**SCTC**” or “**Tax Collector**”), and the Tampa-Hillsborough County Expressway Authority, a public body corporate and politic created and existing pursuant to Chapter 348, Part II, *Florida Statutes* (“**THEA**”)(each a “**Party**” and collectively the “**Parties**”).

RECITALS:

WHEREAS, THEA is entitled to collect tolls from motor vehicles pursuant to §348.54(6), *Florida Statutes* (the “**Tolls**”); and

WHEREAS, pursuant to Chapter 320, *Florida Statutes*, Florida County Tax Collectors are designated agents of the Department of Highway Safety and Motor Vehicles for the purpose of issuing tag renewals, tag replacements and tag transfers, and collecting the fees associated with such transactions (the “**Transaction**” or “**Transactions**”); and

WHEREAS, SCTC cannot complete a Transaction if the related motor vehicle has outstanding Tolls owed to THEA; and

WHEREAS, SCTC and THEA have determined that it would be in the best interest of the public to allow customers to pay the Tolls associated with THEA through SCTC, so that Transactions can be completed without delay to the public; and

WHEREAS, SCTC and THEA have determined that for the purposes of economies of scale, and furthering practical, efficient, and accountable service to the public, together the Parties will derive mutually beneficial results by entering into this Agreement.

NOW THEREFORE, in consideration of the mutual benefits and the terms, conditions,

promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

1. **Recitals**. The Recitals set forth above are true and correct and are incorporated herein.
2. **Scope of Agreement**. The terms of this Agreement shall apply to all Transactions processed in Sarasota County, Florida, by SCTC for the collection and payment of Tolls owed to THEA. This Agreement sets forth the process for the Tax Collector's collection of such Tolls, completion of the Transactions, and reporting between the Parties.
3. **Tolls and Documentation**. Commencing as soon as SCTC and THEA are able to integrate services for online Transactions, and September 1, 2026 for over-the-counter Transactions, at the time of processing a Transaction, SCTC will collect all Tolls owed to THEA for the applicable motor vehicle, prior to issuing a motor vehicle tag to a customer. In the event a customer chooses not to pay the Tolls, then that customer will be directed to THEA for payment or handling of the Tolls directly, and will not be issued a motor vehicle tag. On a weekly basis, the Tax Collector will transfer to THEA the Tolls collected on behalf of THEA, without any interest owed thereon. In the event of technical complications with the Tax Collector's automated payment of Tolls to THEA, the Tax Collector will transfer the Tolls to THEA manually, no later than thirty (30) calendar days after the date of collection, without any interest owed thereon.
4. **Tax Collector Service Charges**. The Tax Collector may collect a service charge of One Dollar and No Cents (\$1.00 USD) per Transaction, from each customer (the "**Service Charge**"), which shall be earned and kept by the Tax Collector upon collection. The Service Charge will be in addition to the cost to the customer for each Transaction (*i.e.*, in addition to all other fees and service charges otherwise provided by statute and due to the Tax Collector for such Transaction), and will not be deducted from the Tolls due to THEA.
5. **Release of Holds**. Upon collecting the Tolls from a given customer for a Transaction pursuant to **Section 3 hereof**, THEA authorizes the Tax Collector to release motor vehicle tag holds for that customer. If for any reason the Transaction cannot be completed and is voided by the Tax Collector (the "**Voided Transaction**"), THEA will be automatically notified through the cashiering interface software shared by the Parties and THEA will in turn notify the Department of Highway Safety and Motor Vehicles to reapply the hold on that customer's motor vehicle tag. The Tax Collector is not responsible for reapplying any motor vehicle tag holds for Voided Transactions, nor will the Tax Collector be held liable for any incidental, consequential, punitive, exemplary, or indirect damages, lost profits, revenue, or other business interruption damages, resulting from the temporary removal of said hold pursuant to this Agreement. In the event the Tax Collector becomes aware of any technological malfunction preventing notifications of Voided Transactions being automatically sent to THEA through the cashiering interface software, the Tax Collector will manually notify THEA of such Voided Transactions until the cashiering interface software notifications can be restored. THEA shall supply weekly reports to the Tax Collector with sufficient information to verify the customers for whom THEA has submitted tag holds to the Department of Highway Safety and Motor Vehicles due to Voided Transactions. The Tax Collector will supply monthly reports to THEA indicating the number of Transactions involving a motor vehicle tag hold related to THEA, the Tolls collected on behalf of

THEA, the Tolls transferred to THEA, and the identity of the customers having Voided Transactions. The Tax Collector will have no liability for holds released in error.

6. **Not a Purchase Agreement.** This Agreement does not involve the purchase of goods or services by either Party. Rather, the Parties are simply allocating the Service Charge and Tolls collected hereunder in a fair and equitable manner.

7. **Term of Agreement.** The term of this Agreement shall be for a period of one (1) year from the Effective Date, and shall renew automatically on each anniversary of the Effective Date, unless either Party gives written notice of its intent to terminate the Agreement pursuant to **Section 8 hereof** at least sixty (60) days prior to the end of the then-current annual term.

8. **Early Termination.** This Agreement may be terminated for any reason and without cause by either Party upon sixty (60) days prior written notice to the other Party. Further, the Parties reserve the right to terminate this Agreement immediately if the Parties mutually determine that any part of this Agreement has become illegal or contrary to any applicable law, rule, regulation, or public policy, or if the Agreement is declared to be illegal by a court of competent jurisdiction.

9. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, in whole or in part, for any reason, the remainder of that provision and/or the entire Agreement shall be severable and remain in effect unless, within seven (7) calendar days after such a finding of illegality, one or both of the Parties elects to terminate this Agreement in its entirety.

10. **Notices:** All notices, demands, requests, or other instruments shall be given via email, and by depositing a copy of same in a pre-paid, certified U.S. mail, return receipt requested.

Notices to the Tax Collector: Sarasota County Tax Collector
Attn: Mike Moran
Tax Collector
101 S. Washington Boulevard
Sarasota, Florida 34236
Mike@SarasotaTaxCollector.gov

With a copy to: Sarasota County Tax Collector
Attn: Bradley J. Ellis, Esq.
Deputy Tax Collector + General Counsel
101 S. Washington Boulevard
Sarasota, Florida 34236
BEllis@SarasotaTaxCollector.gov
941.861.8320

Notices to THEA: Amy Lettelleir, Chief Legal Officer
Tampa Hillsborough Expressway Authority
1104 E Twiggs Street, Suite 300

Tampa, Florida 33602
amy.lettelleir@tampa-xway.com
813.272.6740

11. **Delegations.** The Parties agree that either of them may contract for its work to be delegated to a non-public entity, provided, however, that any delegation of the work shall not abrogate the duties, powers, and authority of the Tax Collector or THEA to see to it that the terms of this Agreement are complied with fully and carried out as contemplated herein.

12. **Audits.** The Tax Collector and THEA shall maintain, in accordance with generally accepted accounting principles and procedures, records of all Transactions, Tolls, and Service Charges collected or pertaining to this Agreement. The Parties shall ensure that such records are available for examination and inspection by the other party during normal business hours.

13. **No Vicarious Liability; No Contractual Indemnity; Sovereign Immunity; No Third-Party Beneficiaries.** The Parties agree that each Party shall be solely responsible for the acts or omissions of its own official(s), officers, employees, contractors, and agents. Nothing contained herein shall be construed to contractually obligate either Party to save, defend, indemnify, or hold harmless the other Party (or its official(s), officers, employees, contractors, or agents). Nothing contained herein shall constitute a waiver or expansion by either Party of its sovereign immunity or the limitations set forth in §768.28, *Florida Statutes*. Neither THEA nor the Tax Collector intends to directly or substantially benefit a third-party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement, and that no third-party shall be entitled to assert a right or claim against either of them based upon this Agreement.

14. **Force Majeure.** Neither Party shall be liable for any damages, costs, expenses, or other consequences incurred by the other Party or by any other person, company, firm, or entity as a result of delay in or inability to deliver any product or service due to circumstances or events beyond the reasonable control of that Party, including, but not limited to and without limitation: **(a)** acts of God or nature (including, without limitation, public health emergencies, epidemics or pandemic; **(b)** change in, additions to, or the interpretation of any applicable law, rule, regulation, or ordinance; **(c)** strikes, lockouts, or other labor actions or labor problems; **(d)** transportation delays, whether physical or electronic; **(e)** unavailability of supplies, equipment, or materials; **(f)** fire or explosion; **(g)** riot, terrorism, military action, usurpation of power, or any attempt to usurp power; or **(h)** actions or failures to act on the part of any governmental agency or authority other than those that are Party to this Agreement.

15. **Miscellaneous.**

- a. **No Assignment.** Neither Party may assign its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party.
- b. **Modification.** This Agreement may not be modified, amended, changed, or altered, and no rights or responsibilities hereunder may be waived, except

through a written instrument signed by the Tax Collector and THEA.

- c. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof. Each Party acknowledges that it is entering into this Agreement for its own purposes and not for the benefit of any third-party.
- d. **Governing Law; Venue.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie in either Hillsborough County, FL or Sarasota County, FL.
- e. **No Contractual Attorneys' Fees.** In the event that any dispute should arise between the Tax Collector and THEA with respect to this Agreement, each Party shall be responsible for the payment of its own attorney's fees, whether incurred pre-trial, at trial, or upon appeal. Notwithstanding the foregoing, this provision shall not be construed to prohibit a Party from seeking (if appropriate) attorney's fees provided by statute (*e.g.*, §57.105, *Fla. Stat.*, §768.79, *Fla. Stat.*, etc.) or court Rule (*e.g.*, Rule 1.442, *Fla. R. Civ. P.*).
- f. **Jury Waiver.** To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim between the Parties that is in any manner related to this Agreement.
- g. **Waiver.** No delay or failure on the part of either Party to exercise any right or remedy accruing to such Party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.
- h. **Counterparts and Electronic Transmission.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any Party by electronic transmission of the full Agreement as executed by that Party to the other Party, and delivery shall be effective and complete upon completion of such transmission.
- i. **Electronic Signatures.** Each Party hereby agrees that this Agreement and any other documents to be delivered in connection herewith, may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

16. **Recording Requirement.** Pursuant to §163.01(11), *Florida Statutes*:

- a. This Agreement shall be recorded in the official records of Hillsborough County, Florida. THEA shall be responsible for the recordation in Hillsborough County and shall furnish the Tax Collector with a recorded copy; and
- b. This Agreement shall be recorded in the official records of Sarasota County, Florida. SCTC shall be responsible for the recordation in Sarasota County and shall furnish THEA with a recorded copy.

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

{ATTACHED TO THE INTERLOCAL AGREEMENT BETWEEN THEA AND SCTC}

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

By:

Approved as to form, content, and legality:

Vincent Cassidy, Chairman

Amy Lettelleir, Esq., Chief Legal Officer

Date

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2026, by Vincent Cassidy as Chairman, on behalf of the Tampa-Hillsborough County Expressway Authority, who is personally known to me or has provided _____ as identification.

(Signature of Notary Public)

(Notary Seal)

(Typed name of Notary Public)

Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

SARASOTA COUNTY TAX COLLECTOR

By:

Approved as to form, content, and legality:

[Signature]
Mike Moran, Tax Collector

[Signature]
Bradley J. Ellis, Esq., General Counsel

6/16/2026

Date

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of JUNE 2026, by Mike Moran as Tax Collector, on behalf of the Sarasota County Tax Collector, who is personally known to me or has provided _____ as identification.

[Signature]
(Signature of Notary Public)

Brooke Yahraus
(Typed name of Notary Public)

 **BROOKE YAHRAUS**
Commission # HH 717898
Expires September 9, 2029
(Notary Seal)
Notary Public, State of Florida
Commission No.: HH717898
My Commission Expires: 9/9/2029

{THIS SPACE INTENTIONALLY LEFT BLANK}

{END OF INTERLOCAL AGREEMENT DOCUMENT}



Proposal of Insurance

Tampa Hillsborough County Expressway Authority

1104 E Twiggs Street, Suite 300
Tampa, FL 33602

Presentation Date: June 4, 2026

Arthur J Gallagher Risk Management Services, LLC
AJG License Nos. IL 100292093 / CA 0D69293



Gallagher

Insurance | Risk Management | Consulting

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Executive Summary 2026

Arthur J. Gallagher Risk Management Services, LLC is pleased to provide this proposal to Tampa Hillsborough County Expressway Authority. We thank you for the opportunity to continue our partnership with the Authority.

STATE OF PROPERTY INSURANCE MARKETPLACE

WHAT WE ARE SEEING in 2026

- In 2026, the property insurance market is projected to face slowing premium growth, increased competition, and slightly declining underwriting profitability, balanced by stable investment returns.
- The public entity property market is showing signs of continued softening, with more capacity coming online and increased competition across many segments. Large, shared and layered programs remain a focus, with carriers offering products for smaller entities like regional school districts and municipalities.
- While this most recent hurricane season was calm, current favorable market conditions could shift rapidly if a significant catastrophe occurs.
- We expect most incumbent capacity to renew their line sizes and maybe even increase their capacity (depending on the account). We also anticipate seeing new market / MGA activity, which could provide additional capacity for programs.
- Clients may choose to explore alternative risk options: parametrics or new program/pooled structures
- Insurers continue to place emphasis on accurate property valuations, focusing on factors such as roof age, construction type, mitigation efforts, and loss control measures. These elements will play a critical role in determining both pricing and availability.

MARKETING OPPORTUNITIES & LANDSCAPE

- Insureds are using premium savings to buy back coverage limits that may have been reduced during the hard market, ensuring better protection for their assets.
- The softening market is allowing insureds to negotiate their coverage terms, addressing gaps or exclusions introduced during the hard market, as well as requesting more favorable pricing, deductibles, and policy structures.
- Despite continued market softening, concerns about market volatility remain and severe weather claims continue to persist.
- It remains crucial for insureds to implement effective risk management strategies to address potential catastrophic events.

U.S. 2025 Billion-Dollar Weather & Climate Disasters



PROPERTY INSURANCE HISTORY & REVIEW – BRIDGES & TOLL STRUCTURES

From **2012 to 2019**, Gallagher successfully managed THEA's layered property insurance program to optimize costs and coverage. In 2012, Gallagher secured a 20% rate reduction with Zurich, avoiding a potential 13% increase and locking in savings of \$175,000 annually for three years, while enhancing program limits. By 2014, Gallagher recommended renewing the favorable three-year rate agreement with Zurich, ensuring low costs until 2017. In 2017, as the agreement neared expiration, Gallagher leveraged competitive interest from Starr and Chubb to negotiate a 14% rate reduction with Zurich and secured another three-year policy at a guaranteed rate. The 2019 renewal introduced a new three-year option through 2022, with a slight 7% rate increase,

In **2022**, Zurich informed THEA that they could not offer another three-year extension, prompting a full market evaluation. Despite this, Zurich remained the most competitive option, with a renewal rate increase of 10% for property damage and 8% for loss of revenue coverage.

In **2023**, amidst one of the hardest insurance markets since events like Post-Andrew and Post-Katrina, Zurich's renewal was notably stable compared to the industry trend of compounding double-digit increases. The renewal saw a 10% rate increase for both property damage and loss of revenue, with overall values rising by 4.50%, resulting in a total premium cost of \$772,700, a 13.41% increase.

By **2024**, Gallagher faced challenges following the Francis Scott Key Bridge collapse in Baltimore, which disrupted global bridge and road infrastructure markets worldwide. In addition, Zurich projected a 20%-25% rate increase across their portfolio due to CAT (Catastrophic Perils; i.e. Named Windstorm, Flood, Earthquake) exposure and increased losses from vehicles and vessels. Therefore, Gallagher conducted a comprehensive market analysis for the Authority's Bridge renewal, engaging Zurich and other leading infrastructure insurance carriers. Despite interest from other markets, none could match Zurich's competitive pricing and coverage limits.

Similar to the prior year, Gallagher fully marketed the Authority's Property & Bridge **2025** renewal, exploring creative renewal options. As captured in the following table, options explored included Quota-share with various carriers, reducing Zurich's capacity to 50%, as well as other limit and deductible structures. However, after further negotiations, Zurich's 100% placement resulted in an overall better option for the Authority in terms of pricing, with no changes to limits or deductible.

CARRIER / STRUCTURE APPROACH	OPTION	DESCRIPTION	PREMIUM	VARIANCE TO EXPIRING
ZURICH	Option 1	As-Expiring Structure	\$1,192,001	25.41%
	Option 2	Increase AOP deductible to \$100k	\$1,165,826	22.66%
	Option 3	Increase AOP deductible to \$250k	\$1,098,490	15.57%
	Option 4	Increase AOP deductible to \$500k	\$1,011,440	6.41%
CARRIER / STRUCTURE APPROACH	OPTION	DESCRIPTION	PREMIUM	VARIANCE TO ZURICH RENEWAL TERMS (As-Is Structure)
QUOTA-SHARE WITH 7 CARRIERS	Option 5	As-Expiring Structure	Estimated-\$1,511,000	26.76%
CHUBB & EXCESS MARKETS	Option 6	Full AOP Limits w/ reduced NWS limit of \$10M Excess Markets provide \$40M excess of \$10M NWS Peril	Estimated-\$2,100,000	76.17%
		Full AOP Limits w/ reduced NWS limit of \$25M Excess Markets provide \$25M excess of \$25M NWS Peril	Estimated-\$2,700,000	126.51%

2026 PROPERTY RENEWAL RESULTS

With respect to valuations, the Authority total insured value is **\$1,094,702,011, marking an overall increase of 2.36% from the previous year.**

PROPERTY YOY VALUES COMPARISON				
Location / Structure Name	25-26 Scheduled Physical Damage Limit	25-26 Scheduled Loss of Revenue Limit	26-27 Scheduled Physical Damage Limit	26-27 Scheduled Loss of Revenue Limit
Toll Plazas / Grantries	\$7,260,289	\$130,800,000	\$7,792,348	\$137,900,000
Tampa-Hillsborough County Expressway Bridges	\$902,679,777	Included	\$920,733,373	Included
Brandon Parkway & feeder roads	\$2,905,451	Included	\$2,963,560	Included
Meridian Street	\$2,267,135	Included	\$2,312,478	Included
ITS Field Equipment (ITS Field Equip, SWE ITS Field, SlipRamp ITS Field)	\$5,237,282	\$0	\$5,345,082	\$0
Transportation Management Center: 1104 East Twiggs St.	\$9,315,420	\$0	\$9,566,536	\$0
Warehouse: 1104 1/2 East Twiggs Street	\$2,080,595	\$0	\$847,185	\$0
Spare Parts Inventory (East Toll Plaza Bldg.)	\$6,899,762	\$0	\$7,198,315	\$0
Offsite Disaster Recovery Equipment	\$42,000	\$0	\$43,134	\$0
TOTAL Scheduled Values	\$938,687,711	\$130,800,000	\$956,802,011	\$137,900,000
TOTAL COMBINED	\$1,069,487,710.66		\$1,094,702,011.00	
Value % Change	1.66%	0.00%	1.93%	5.43%
TOTAL Value % Change	1.46%		2.36%	

Our goal for 2026 was to encourage carrier competition to drive down the anticipated program rate increase with Zurich as well diversify carrier participation for future renewals. Gallagher approached **9 carriers directly**, and through our wholesale partnership, engaged with **20+ additional excess markets**. A full marketing summary can be found within our final proposal.

We are pleased to share that we have reached this goal as reaching out to the additional markets to provide competitive support that aligned with the Authority’s renewal strategy.

Due to increased market support, Gallagher diligently negotiated the following options for Tampa-Hillsborough County Expressway Authority 2026 renewal for Bridges, Roadways, & Property coverage:

- **OPTION 1:** Option to allow Zurich to provide 50% of the program’s \$100M Limit and shared among **various carriers** (quota-share program), however Zurich did make the following changes:
 - **Increase the AOP (All Other Perils) & Earthquake deductible from \$50,000 to \$100,000** due to changes with their policy form. (highlighted in the following table)
 - Added **Maximum deductible of \$10,000,000**, per occurrence, as it relates to the peril of **Named Storm and Flood**. 5% per Total Value of Covered Property involved in a loss resulting from Named Storm or Flood remained per expiring.
- **OPTION 2:** Option to allow **Chubb** to provide 50% of the program’s \$100M Limit **with expiring AOP deductible of \$50,000**, and shared among **various carriers** (quota-share program)
 - **Note** - Chubb’s Named Storm and Flood peril deductible is slightly different as expiring, offering a \$2.5 million maximum per occurrence deductible vs. Zurich’s 5% of the Total Value of Covered Property scheduled.

Financial Impact Comparison of Chubb's Flat Deductible Structure vs. Zurich's Percentage-Based Deductible for Named Storm and Flood losses.

Property	Scheduled Value	Chubb Deductible (Capped)	Zurich Deductible (5%, \$10M max)
Tampa-Hillsborough County Expressway Bridges	\$920,733,373	\$2,500,000	\$10,000,000
Toll Plazas / Gantries	\$7,792,348	\$2,500,000	\$389,617
Brandon Parkway & Feeder Roads	\$2,963,560	\$2,500,000	\$148,178

UPDATED: After final negotiations to improve terms and pricing between Zurich and Chubb, it was decided to move forward with Chubb’s formal terms as the lead carrier for the Authority’s 2026 renewal. This resulted in an overall 2% premium increase as reflected in the following chart.

The following table provides an overview of the renewal options as compared to the Authority’s expiring program.

Item	2025 Expiring Program	2026 RENEWAL OPTION #1	2026 RENEWAL OPTION #2
Carrier(s) (% participation)	Zurich 100%	Varies: Zurich (lead) 50%	Varies: Chubb (lead) 50%
Total Loss Limit	\$100,000,000	✓	✓
Loss Limit, Named Windstorm	\$50,000,000	✓	✓
Loss Limit, Earth Movement	\$100,000,000	✓	✓
Loss Limit, Flood	\$25,000,000	✓	✓
Loss Limit, Loss of Revenue	\$30,000,000	✓	✓
Deductibles			
All Other Perils	\$50,000, except	\$100,000	\$50,000, except
Named Windstorm	5% of the value of the property involved in the loss/ \$100,000 minimum	5% of the value of the property involved in the loss/ \$100,000 minimum Max. \$10M	\$2,500,000 Maximum in any one occurrence
Flood	5% of the value of the property involved in the loss / \$100,000 minimum	5% of the value of the property involved in the loss/ \$100,000 minimum Max. \$10M	\$2,500,000 Maximum in any one occurrence
Water Damage	N/A	N/A	\$50,000
Earthquake	\$50,000	\$100,000	\$50,000
Loss of Revenue	14 day waiting period	✓	✓
Base Premium	\$1,180,199	\$1,198,250	\$1,207,324
Blended Rate per \$100	\$0.1104	\$0.1095	\$0.1103
% Rate Change from expiring		-0.81%	-0.06%
\$ Premium Change from expiring		\$18,051	\$27,125
TOTAL PREMIUM (including FIGA Fees)		\$1,205,455	\$1,214,582

**Tampa-Hillsborough County Expressway Authority
OPTION 2 – Carrier Placement Schematic - FINAL**



2025 & 2026 BRIDGE & PROPERTY BENCHMARK – GALLAGHER PUBLIC SECTOR (FLORIDA)

Despite the rate increase, placing the Authority’s Bridge & Property Program with carriers that specialize in infrastructure risks (bridges & tolls), the Authority’s renewal premium rate remains significantly lower than that of a commercial property program, as captured in the table below.

Type of Entity	Insurance Placement	Renewal Date	Renewal TIV	TIV % Change	Renewal Wind Limit	% change in NWS	Renewal Program Total Limits	Renewal rate
West FL	Bridge Placement (w/ Property)	7/1/2025	\$1,069,487,711	1.46%	\$50,000,000	0.0%	\$100,000,000	\$0.1104
Central FL County	Bridge Placement	6/30/2025	\$266,851,338	3.30%	\$100,000,000	0.0%	\$100,000,000	\$0.1518
State	Bridge Placement (w/ Property)	7/1/2025	\$8,707,757,251	1.51%	\$100,000,000	0.0%	\$300,000,000	\$0.0932
West FL City	Bridge Placement	4/1/2026	\$85,426,150	3.00%	\$25,000,000	-50.0%	\$85,938,010	\$0.2220
West FL County	Property (without Bridges)	3/1/2026	\$1,416,754,933	6.5%	\$75,000,000	0.00%	\$175,000,000	\$0.2678
West FL City	Property (without Bridges)	4/1/2026	\$1,055,812,422	0.0%	\$50,000,000	0.00%	\$50,000,000	\$0.3618
West FL School	Property (without Bridges)	4/15/2026	\$3,785,117,067	0.9%	\$75,000,000	0.00%	\$75,000,000	\$0.1713
Central FL County	Property (without Bridges)	6/30/2025	\$1,015,632,106	12.5%	\$60,000,000	20.0%	\$60,000,000	\$0.2114

SABOTAGE AND TERRORISM

Due to an increase in property rates, specifically related to infrastructure risks, a separate policy was secured to provide broader coverage than what TRIA offered in the Property policy.

Coverage was marketed to ensure the best terms and conditions, resulting in the Authority placing coverage with Lloyds’ of London, through our Gallagher London team.

For the **2025** renewal, we decided to continue working with the incumbent carrier as the coverage was newly established the prior year. We were pleased with Lloyds' renewal terms and pricing, as they have offered terms consistent with the expiring policy, **along with a 9.26% reduction in premium.**

Additionally, Lloyds provided an option to include a Terrorism Liability sublimit. This additional coverage provides coverage for claims made against the Authority for bodily injury, property damage, and/or defense expenses arising solely and directly from an act of terrorism, as defined in the policy.

2026 RENEWAL RESULTS

Due to ongoing terroristic activities taking place worldwide, we wanted to market the Authority’s terrorism program. We approached our Gallagher London team (Lloyds of London -incumbent), Liberty Specialty and Hiscox as they have been very competitive in this space over the last few years.

After reviewing the available options, the most competitive proposal came from your incumbent carrier. Liberty provided a renewal quote based on the expiring program; however, their pricing was more than 40% higher than Lloyd’s of London’s renewal pricing. While Hiscox’s pricing was competitive, their coverages and terms were more restrictive, offering lower limits.

Below is an overview of the renewal program, compared to expiring. All other terms remain per expiring program.

Ratable Exposures	2025 (Expiring)	2026 Renewal Option
Insurance Carrier	Lloyd’s of London	Lloyd’s of London
Property - Limits of Liability	\$100M	✓
Liability - Limits of Liability (Sublimit)	\$5M	✓
Self-Insured Retention	\$10K	✓
TOTAL PREMIUM	\$34,250	\$29,000
Premium % Change		-15.33%

CRIME INSURANCE HISTORY & REVIEW

In **2018**, Gallagher conducted a full marketing effort for the Authority’s crime coverage and provided options from Philadelphia, Travelers and Hanover. THEA ultimately bound the \$1,000,000 limit option with Philadelphia as the other crime options were significantly more expensive with less favorable terms.

From **2022 to 2024**, Philadelphia consistently renewed the Authority's crime policy with stable pricing, terms and coverage.

To ensure the Authority was securing the best renewal option in terms of pricing and coverage, Gallagher fully marketed the Authority’s **2025** Crime program. Ultimately coverage was moved to Hanover due to their competitive pricing, terms and the ability to offer a three-year term option.

The Authority’s policy is effective for a three-year term, running from July 1, 2025, to July 1, 2028. The premium installment for the expiring \$1 million limit is \$3,581 plus FIGA fees.

PREMIUM SUMMARY

The following table provides an overview of your expiring vs. recommended renewal premium summary,

****Values Captured Include Fees/Taxes****

Coverage	25-26 EXPIRING	26-27 RENEWAL	Difference	% Change
Property -- Bridges & Tolls (Chubb lead terms)	\$1,192,001.00	\$1,214,582.00	\$22,581.00	1.89%
Sabotage & Terrorism – Property & Liability	\$34,250.00	\$29,000.00	(\$5,250.00)	-15.33%
Crime (installment 2 of 3)	\$3,616.81	\$3,616.81	\$0.00	0.00%
TOTAL	\$1,229,867.81	\$1,247,198.81	\$17,331.00	1.41%

CONCLUSION

THEA’s total cost of all coverages, renewing per expiring limits, resulted in a total premium of **\$1,247,198.81**; an overall **1.41%** increase from expiring.

We look forward to reviewing this proposal with you in detail and truly appreciate your business. Further details regarding each of the insurance coverage and premiums are included on the following pages of the proposal.

Sincerely,

Chris Connelly
Area Senior Vice President

Kim McKenney
Account Executive

Grant Sampson
Client Service Manager

Thursday, June 4, 2026

Your Gallagher Team

Your Gallagher team is a true partner. We have the expertise to understand your business and we're here to service and stay alongside you, every step of the way.

<i>Service Team</i>	<i>Role</i>	<i>Email</i>	<i>Phone</i>
Chris Connelly, ARM-P, ARc Area Senior Vice President	Producer	Chris_Connelly@ajg.com	(407) 563-3513 (p)
Kim McKenney, AIC Account Executive	Account Executive	Kim_Ragan@ajg.com	(407) 563-3508 (p)
Grant Sampson, CLCS Client Service Manager	Account Manager	Grant_Sampson@ajg.com	(407) 563-3536 (p)
Michael Gillon, ARM Area President, Branch Manager	Area President, Branch Manager	Michael_Gillon@ajg.com	(407) 563-3550 (p)
Rob Oyer, ARM, PRC Senior Claims Advocate	Senior Claims Advocate	Rob_Oyer@Aajg.com	(407) 563-3548 (p)

Named Insured

<i>Named Insured</i>	<i>Multi Layered Property Program</i>	<i>Terrorism</i>	<i>Crime 3 Year Term, 2nd Annual Installment, Pre-Paid</i>
Tampa-Hillsborough County Expressway Authority	X	X	X

Note: Any entity not named in this proposal may not be an insured entity. This may include affiliates, subsidiaries, LLCs, partnerships, and joint ventures.

Location Schedule

Location / Structure Name	26-27 Scheduled Physical Damage Limit	26-27 Scheduled Loss of Revenue Limit
Toll Plazas / Grantries	\$7,792,348	\$137,900,000
Tampa-Hillsborough County Expressway Bridges	\$920,733,373	Included
Brandon Parkway & feeder roads	\$2,963,560	Included
Meridian Street	\$2,312,478	Included
ITS Field Equipment (ITS Field Equip, SWE ITS Field, SlipRamp ITS Field)	\$5,345,082	\$0
Transportation Management Center: 1104 East Twiggs Street	\$9,566,536	\$0
Warehouse: 1104 ½ East Twiggs Street	\$847,185	\$0
Spare Parts Inventory (East Toll Plaza Bldg.)	\$7,198,315	\$0
Offsite Disaster Recovery Equipment	\$43,134	\$0
TOTAL Scheduled Values	\$956,802,011	\$137,900,000
TOTAL COMBINED		\$1,094,702,011

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

<i>Line Of Coverage</i>	<i>Insurance Company ** (AM Best Rate/Financial Strength)</i>	<i>Market Response *</i>	<i>Admitted ***</i>
Multi Layered Property Program	ACE American Insurance Company (A++ XV)	Recommended Quote	Admitted
	Starr Surplus Lines Insurance Company (A+ XV)	Recommended Quote	Non-Admitted
	Vantage Risk Assurance (A XIII)	Recommended Quote	Admitted
	Swiss Re Corporate Solutions Capacity Insurance Corporation. (A+ XV)	Recommended Quote	Non-Admitted
	Zurich American Insurance Company (A+ XV)	Quoted	Admitted
	American International Group, Inc	Other / Sent to Market - No Response	
	Markel Insurance Company	Other / Sent to Market - No Response	
	Sompo Japan US Group	Other / Sent to Market - No Response	
	HDI Global Specialty SE (A+ XV)	Quoted / can do 16% and concurrent with Zurich. can do 35% following Zurich except must be non-concurrent on CBI.	
	Palomar Specialty Insurance Company (A XI)	Quoted / 10% following Zurich terms. possibly increasing to 15%	
	Allianz Global Corporate & Specialty SE	Other / Sent to Market – No Response	
	AXIS Insurance Company	Other / Closed - Pricing Too High More than 2x target on this one	
	Berkley Specialty Underwriting Managers	Other / Closed - Appetite	
	CNA Insurance Companies	Other / Closed - Appetite	
	Colony Specialty Insurance Co	Declined to Quote - Other / Declined by Market – Appetite, not be able to assist (as a whole) due to size and wind concerns	
	Everest National Insurance Company	Other / Closed - Appetite	
	Falvey Cargo Underwriting, Ltd.	Other / Closed - Appetite	
	IAT Insurance Group	Other / Closed - Appetite	
	Jupiter Risk Services, LLC	Other / Closed - Appetite	
	Kinsale Insurance Company	Other / Closed - Appetite	
Mitsui Sumitomo Insurance Group	Other / Closed - Appetite not writing operational		

Line Of Coverage	Insurance Company ** (AM Best Rate/Financial Strength)	Market Response *	Admitted ***
	Munich Re America Corporation Group	Other / Closed - Appetite	
	Navigators Insurance Group	Declined to Quote - Other / Closed - Appetite Declined by Market - Appetite We do not write any bridges, dams or tunnels. We do not have the expertise in the engineering needed in this space	
	RLI Insurance Company	Other / Closed - Appetite	
	RSUI Group	Other / Closed - Pricing Too High \$5M part of \$100M for \$200,000 premium for our share.	
	Skyward Specialty Insurance Group, Inc.	Other / Closed - Appetite Ex wind only control number is 263034	
	Hanover Insurance Company	Other / Declined by Market - Appetite We'd have to pass on this property in FL. We don't have the capacity, and we don't write much in FL.	
	Tokio Marine America Insurance Company	Other / Closed - Appetite Not looking at bridges	
Terrorism	Underwriters at Lloyd's London	Recommended Quote	Non-Admitted
	Liberty Surplus Insurance Corporation (A XV)	Quoted / Terms and Conditions Not Competitive	Non-Admitted
	Underwriters at Lloyd's London (A XV)	Quoted / Terms and Conditions Not Competitive	Non-Admitted
Crime 3 Year Term, 2nd Annual Installment, Pre-Paid	Allmerica Financial Benefit Insurance Co (A XV)	Recommended Quote	Admitted

*If shown as an indication, the actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

**Gallagher companies use AM Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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***If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Premium Summary

The estimated program cost for the options are outlined in the following table:

Line of Coverage		Expiring		Proposed	
		Zurich American Insurance Company		ACE American Insurance Company, Starr Surplus Lines Insurance Company, Vantage Risk Assurance, Swiss Re Corporate Solutions Capacity Insurance Corporation	
Multi Layered Property Program	Premium		\$1,180,199.00		\$1,207,323.25
	Estimated Cost*		\$1,192,000.99		\$1,214,581.24
	Change (\$)		-		\$22,580.25
	Change (%)		-		1.89%
	Exposure / TIV		\$1,069,487,710.66		\$1,094,702,011
		Underwriters at Lloyd's London		Underwriters at Lloyd's London	
Terrorism	Premium		\$34,250.00		\$29,000.00
	Estimated Cost*		\$34,250.00		\$29,000.00
	Change (\$)		-		(\$5,250.00)
	Change (%)		-		(-15.33%)
	Exposure / TIV		\$1,069,487,710.66		\$1,094,702,011
		Allmerica Financial Benefit Insurance Co		Allmerica Financial Benefit Insurance Co	
Crime 3 Year Term, 2nd Annual Installment, Pre-Paid	Premium		\$3,581.00		\$3,581.00
	Estimated Cost*		\$3,616.81		\$3,616.81
	Change (\$)		-		-
	Change (%)		-		-
Total Program Cost			\$1,229,867.80		\$1,247,198.05

*Estimated Cost includes all taxes, fees, surcharges and TRIA premium (if applicable)

Quote from **Lloyd's Synd 1225 AEGIS Managing Agnc** is valid until **7/1/2026**

Quote from **Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)** is valid until **XX/XX/XXXX**

Quote from **ACE American Insurance Company (Chubb Limited), etc...** is valid until **7/1/2026**

Quote from **Zurich American Insurance Company (Zurich Insurance Group Ltd)** is valid until **7/1/2026**

Gallagher is responsible for the placement of the following lines of coverage:

Multi Layered Property Program

Terrorism

Crime 3 Year Term, 2nd Annual Installment, Pre-Paid

Other - NFIP Flood & Crime

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Premiums are due and payable as billed and may be financed, subject to acceptance by an approved finance company. Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required. Note: Unless prohibited by law, Gallagher may earn compensation for this optional value-added service.

Where permitted by law, Gallagher may assess a \$100 Agency Bill Administration Fee on all new and renewal policy placements where Gallagher is responsible for collecting client premium and remitting payment to insurance carriers and other third parties. In connection with such billing obligations, Gallagher assumes additional administrative, financial and compliance obligations that introduce significant risks to Gallagher's business. Should you change to direct bill, where available, or premium finance the transaction, you will not incur the Agency Bill Administration Fee.

Payment Plans

<i>Carrier / Payable Carrier</i>	<i>Line Of Coverage</i>	<i>Payment Schedule</i>	<i>Payment Method</i>
ACE American Insurance Company (Chubb Limited) Starr Surplus Lines Insurance Company (Starr Surplus Lines Insurance Company) Vantage Risk Assurance Swiss Re Corporate Solutions Capacity Insurance Corporation. (Swiss Re LTD)	Multi Layered Property Program	Annual, Pre-Paid	Agency Bill
Underwriters at Lloyd's London	Terrorism	Annual, Pre-Paid	Agency Bill
Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	Crime	3 Year Term, 2nd Annual Installment, Pre-Paid	Agency Bill

Program Structure

Full Program Details

Multi Layered Property Program

<i>Carrier Information</i>	<i>Expiring</i>	<i>Proposed</i>
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier / A.M. Best Rating / Admitted/Non-Admitted	Zurich American Insurance Company (A+ XV, Admitted)	ACE American Insurance Company (A++ XV, Admitted) Starr Surplus Lines Insurance Company (A+ XV, Non-Admitted) Vantage Risk Assurance (A XIII, Admitted) Swiss Re Corporate Solutions Capacity Insurance Corporation. (A+ XV, Non-Admitted)
Payment Plan	Annual, Pre-Paid	Annual, Pre-Paid
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$1,180,199.00	\$1,207,323.25
Fees & Surcharges	\$11,801.99	\$7,257.99
Exposure / TIV	\$1,069,487,710.66	\$1,094,702,011
TRIA	Rejected	\$18,155.00
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	\$1,180,199.00	\$62,333
Estimated Cost	\$1,192,000.99	\$1,214,581.24

Standard Coverages	Expiring	Proposed
Occurrence Limit of Insurance	\$100,000,000 Per Occurrence	\$100,000,000 Per Occurrence
Flood	\$25,000,000 - Per Occurrence	\$25,000,000 - Per Occurrence
- Annual Aggregate	\$25,000,000	\$25,000,000
Named Windstorm	\$50,000,000 - Per Occurrence	\$50,000,000 - Per Occurrence
- Annual Aggregate	\$50,000,000	\$50,000,000
Earth Movement	\$100,000,000 - Per Occurrence	\$100,000,000 - Per Occurrence
- Annual Aggregate	\$100,000,000	\$100,000,000
Pollution or Contamination Clean Up	Included in Debris Removal sub-limit	\$100,000 - Per Occurrence
- Annual Aggregate	Included in Debris Removal sub-limit	\$100,000

Additional Coverages	Expiring	Proposed
Sub-Limits of Insurance		
Physical Loss to the Insured Property	\$100,000,000	\$100,000,000
Loss of Revenue	\$30,000,000	\$30,000,000 (365 Calendar Days Maximum Period of Restoration)
Debris Removal	25% of the Insured Physical Loss, Or \$10,000,000; Whichever is Less	25% of the Insured Physical Loss, Or \$10,000,000; Whichever is Less

Additional Coverages	Expiring	Proposed
Extra Expenses	\$10,000,000	20% of the Insured Physical Loss, Or \$10,000,000; Whichever is Less
Expediting Expenses	\$2,500,000	20% of the Insured Physical Loss, Or \$10,000,000; Whichever is Less
Loss Adjustment Expense / Claim Preparation Expenses	\$250,000	\$250,000
Protection Service Charges	N/A	\$250,000
Fire Department Service Charges;	\$500,000	N/A
Valuable Papers and Records	\$2,500,000 - In any One Occurrence	\$2,500,000 - In any One Occurrence
Insured Property in Transit Coverage	\$2,500,000 - In any One Conveyance	\$2,500,000 - In any One Conveyance
Newly Acquired Locations / Unscheduled Locations	\$10,000,000 - In any One Occurrence	\$10,000,000 - In any One Occurrence
Accounts Receivable	\$5,000,000 - In any One Occurrence	\$5,000,000 - In any One Occurrence
Ordinance or Law Endorsement	\$10,000,000 - In any One Occurrence for Loss Covered	\$10,000,000 - In any One Occurrence for Loss Covered
Ingress and Egress;	14 Days	N/A
Ordinance or Law / Demolition or Increased Cost of Construction;	\$10,000,000	\$10,000,000

Deductibles/SIR	Expiring	Proposed
Deductible - Direct Physical Loss in any One Occurrence Except;	\$50,000	\$50,000
Deductible - Loss in any One Occurrence Caused by or Resulting from Flood	5% of the value of the property involved in the loss/ \$100,000 minimum	\$2,500,000
Deductible - Loss in any One Occurrence Caused by or Resulting from Named Windstorm	5% of the value of the property involved in the loss/ \$100,000 minimum	\$2,500,000
Deductible - Loss in any One Occurrence Caused by or Resulting from Earth Movement	\$50,000	\$50,000
Deductible - Loss in any One Occurrence Caused by or Resulting from Water Damage	N/A	\$50,000
Deductible - Physical Loss of or Damage to Surveillance Equipment*	\$50,000	Included in AOP deductible
Deductible - Loss of Revenue - Waiting Period	14 Days	14 Days

Valuations	Expiring	Proposed
Replacement Cost	The Actual Cost to Repair or Replace the Lost or Damaged Property, Valued as of the Time and Place of Loss, With Material of like Kind and Quality, Less Betterment. If not so Replaced, Loss Shall be Settled on an Actual Cash Value Basis with Proper Deduction for Depreciation and Exclusive of Profit and Overhead	The cost to repair or replace the INSURED PROPERTY lost or damaged at the time and place of direct physical LOSS with material of like kind and quality
Transit	The Invoice Cost Plus Accrued Shipping Charges Less Shipper's Liability	The valuation of property in TRANSIT will be based on the actual net invoice cost together with such costs and charges as may have accrued or become legally due since shipment. In the absence of an invoice, the valuation shall be the cost to repair or replace such property at the point of destination of the day of actual loss or damage, less depreciation.
Actual Loss Sustained	Loss of Revenue: Actual Loss Sustained Subject to the Stated Coverage and Specified Indemnity Period.	The REPLACEMENT COST at the time of direct physical LOSS, of the INSURED PROPERTY damaged or destroyed, less depreciation.

Endorsements (including but not limited to)
ACE American Insurance Company:
Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)
Flood and Named Windstorm Definitions Endorsement - ACE0975 (11/21)
Accounts Receivable Coverage Endorsement - ACE0995 (11/24)
Unscheduled Locations Endorsement - ACE1014 (11/24)
Ordinance or Law Endorsement - ACE1150 (10/24)
Insured Property in Transit Coverage Endorsement - ACE1006 (11/24)
Valuable Papers and Records Endorsement - ACE1015 (11/24)
Loss of Revenue Endorsement - ACE0448 (12/23)
Manuscript endorsement with language similar to ACE0975 (11/21) Flood and Named Windstorm Definitions Endorsement
Disclosure Pursuant to Terrorism Risk Insurance Act - TRIA11e (08/20)
Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)
Starr Surplus Lines Insurance Company:
Follows Chubb Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)
Starr Declarations Page
OFAC Notice
Claim Notice
LMA5401 Starr Amended
Starr Service of Suite
State Fraud Notice
Starr TRIA FORMS

Endorsements (including but not limited to)
Swiss Re Corporate Solutions Capacity Insurance Corp:
Canadian Properties Endorsement
Certificates Wording
Geographical Subscription Policy Endorsement (Form SP 19 370 0423 – SRCS Elite)
Minimum Earned Premium: In consideration of the premium charged and subject to the terms, exclusions, limits and conditions of this policy, not in conflict herewith, it is agreed that the minimum earned premium due to the Company is [Twenty-Five] percent ([25]%) of the total invoiced annual policy premium, including any applicable taxes and surcharges, regardless of the actual term of this policy. However, if this policy is canceled by the Company prior to the policy expiration date, the earned premium shall be computed pro-rata and the terms and conditions of this Minimum Earned Premium provision shall be null and void. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, or limitations of the policy to which this provision is attached other than as above stated.
Occurrence Limit of Liability

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
ACE American Insurance Company:
Exclusion of Loss Due to Virus, Bacteria or Microorganism that Induce Physical Distress, Illness or Disease - ACE0973 (04/20)
Electronic Data and Electronic Media Exclusion Endorsement - ACE1122 (05/24)
Mandatory Exclusions & Amendments: All policy form exclusions including but not limited to Asbestos; Contaminants or Pollutants; Electronic Data/Cyber Risk, Fungus, Wet Rot, Dry Rot or Bacteria; Nuclear, Biological, Chemical, Radiological; and Virus/Bacteria Exclusions.
Starr Surplus Lines Insurance Company:
Starr Communicable Disease Exclusion
Biological/Nuclear Exclusion
Sanctions Limitation Clause
Vantage Risk Assurance:
Terrorism, unless purchased
Virus & Bacteria Exclusion
Cyber Exclusion
Office of Foreign Asset Control (OFAC)
Pollution and Contamination
Nuclear, Biological and Chemical Terrorism Exclusion
Swiss Re Corporate Solutions Capacity Insurance Corp:
Communicable Disease Endorsement (LMA 5393) 25 March 2020
Property Cyber and Data Exclusion with Limited Ensuing Coverage LMA5400 , 11 November 2019
Exclusions – Loss Due To An Act Of Terrorism; Loss From Chemical, Biological & Radiological Exposure
Terrorism Exclusion Endorsement NMA2920, 08/10/2001

Multi-Carrier Schedule:

Carrier	Participating Limit
ACE American Insurance Company	\$50,000,000 (50%) P/O \$100,000,000
Starr Surplus Lines Insurance Company	\$25,000,000 (25%) P/O \$100,000,000
Vantage Risk Assurance	\$10,000,000 (10%) P/O \$100,000,000
Swiss Re Corporate Solutions Capacity Insurance Corporation.	\$15,000,000 (15%) P/O \$100,000,000

Perils Covered:

Type	Description
Special Form Perils	Applies

Binding Requirements:

Description
Surplus Lines Disclosure and Acknowledgement
Signed 2026 Total Insured Values Summary
Various Carriers TRIA Election/Rejection Forms
ACE American Insurance Company: - If possible, confirm how they control and permit use of the land underneath their structures in downtown Tampa and the Western Portion of the expressway - Advise if a tabular format of the bridge conditions available

Other Significant Terms and Conditions/Restrictions:

Description
ACE American Insurance Company: - Minimum Earned Premium: \$62,333 - Optional TRIA Premium: \$18,155 - Covered Perils: Direct physical LOSS subject to the terms, conditions and exclusions in the policy forms. - Insured Property Description: Tampa-Hillsborough County Expressway Authority Toll Facilities, Roads, Buildings & Bridges as declared in the SOV on file with the Company dated 03/20/2026. - Insured Property Location: Per Schedule on File - Mandatory Exclusions & Amendments: All policy form exclusions including but not limited to Asbestos; Contaminants or Pollutants; Electronic Data/Cyber Risk, Fungus, Wet Rot, Dry Rot or Bacteria; Nuclear, Biological, Chemical, Radiological; and Virus/Bacteria Exclusions - The insurer is not bound by any statements made in the submission purporting to bind the insurer unless such statement is in the actual policy. - This quotation has been constructed in reliance on the information and specifications provided in the submission. A material change or misrepresentation of the submission information and specifications may void this quotation.
Starr Surplus Lines Insurance Company: - Minimum Earned Premium: 25% - Optional TRIA Premium: \$36,310 - Follows Chubb Inland Marine Engineered Risk Coverage Form ACE0447 (12/23) - It is strictly conditioned upon no material change in information provided to us. In the event of such change in the exposure or conditions, we may (at our sole discretion and whether or not this binder has already been accepted by the Assured) modify and/or withdraw this binder.
Vantage Risk Assurance: - Minimum Earned Premium: - Optional TRIA Premium: \$11,983 - Type of Coverage: Bridges, Roadways, Property

Other Significant Terms and Conditions/Restrictions:

Description

- This quote is subject to disclosure of any claims or occurrences which the applicant shall become aware of subsequent to the application date and prior to the inception date of coverage.
- Valuation: Per Lead: Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)
- Coinsurance: Per Lead: Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)
- Deductible: Per Lead: Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)
- Perils Covered: Per Lead: Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)

Swiss Re Corporate Solutions Capacity Insurance Corp:

- Minimum Earned Premium: 25%
- Optional TRIA Premium: \$24,114
- Follows Chubb Inland Marine Engineered Risk Coverage Form ACE0447 (12/23)
- Policy Territory: This Policy covers the 50 states comprising the United States of America and District of Columbia unless otherwise endorsed to the Policy.
- Sanctions Clause: This policy will not be deemed to have provided coverage and will not be liable to pay any claim or provide any benefit to the extent that payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Insurer.
- Locations: As per schedule of locations on file with the Insurer as of April 15, 2026.
- Applicable Law; Court Jurisdiction: The laws of the State of New York, without regard to its conflict of laws rules, that would cause the application of the laws of any other jurisdiction, shall govern the construction and interpretation of this insurance agreement. The parties hereto do irrevocably submit to the exclusive jurisdiction of the Courts of the State of New York, and to the extent permitted by law, the parties expressly waive all rights to challenge or otherwise limit such jurisdiction.
- Special Terms & Conditions Quoted

1. Inspection and Consulting Services

Inspection and consulting services and associated fees, including but not limited to jurisdictional boiler & machinery inspections or property loss prevention services are not included in the scope of this quotation.

2. Basis of Quotation

This Quotation is based on the underwriting information provided to the Insurer and is subject to there being no new occurrences, events, losses, or claims arising prior to inception.

3. Prior and Subsequent Loss

The following language will be made a part of the binder and policy if this Quotation is accepted by the Insured:

The Insurer is not liable hereunder for any loss or damage:

- a) occurring before the policy becomes effective; or
- b) arising from an occurrence which is in progress at the time this policy becomes effective, even if such loss or damage occurs after this policy becomes effective; or
- c) occurring after the expiration of this policy, except loss or damage arising from an occurrence in progress at the time this policy expires.

4. Several & Not Joint Liability

The liability of the Insurer shall be several and not joint and is limited solely to the extent of Insurer's individual share. The Insurer is not responsible for the subscription of any co-subscribing insurer or reinsurer who for any reason does not satisfy all or part of its obligations.

5. Leading Underwriter Disclaimer

If a Leading Underwriter is, has been, or will be appointed to represent underwriters hereon, then the following provisions shall apply to the Insurer's participation hereon, notwithstanding the fact that other insurers or reinsurers may accept or acquiesce in such appointment without reservation:

- a) Any such Leading Underwriter shall have no authority to agree, negotiate, stipulate, bind, amend, settle, or litigate on behalf of the Insurer for purposes of the Insurer's participation as offered by this Quotation and, if the Insured accepts this Quotation, under any contract of insurance formed hereby;
- b) The Insurer hereby retains and does not relinquish to any such Leading Underwriter its rights to obtain notice of any loss affecting this insurance directly from the Insured.
- c) Any market custom or usage contrary to the above is hereby rejected to the extent of any such conflict.

Other Significant Terms and Conditions/Restrictions:**Description**

d) Notwithstanding the foregoing, if the Leading Underwriter appoints counsel, then the Insurer hereon accepts that appointment of counsel until further notice.

6. Final Policy Documentation

The Insurer and Insured agree to use best efforts to ensure that final policy documentation is completed by the Insured's broker and agreed to by the Insurer no later than the Binder Expiration Date & Time. If the final policy documentation is not completed by the Insured's broker and agreed to by the Insurer at the Binder Expiration Date & Time, then the Insurer will proceed immediately with issuing their own policy. Requests for a binder extension shall not be unreasonably denied.

7. Duty of Disclosure; Disclaimers Thereof Void

This Quotation is provided on the basis that all information given to Insurer by or on behalf of the Insured in its underwriting submission and/or in its responses to the underwriter's requests for information is reliable, truthful, and complete to the best of the Insured's information and knowledge. The Insurer relies on the "duty of disclosure" as it exists under applicable law, and rejects any attempt to negate that duty wholly or partially. The Insured, by accepting this Quotation, waives the effect of any purported disclaimers of the Insured's duty to disclose to underwriters all material facts to the best of its knowledge that may be contained in such submission or in its responses to questions or requests for information, or in emails, cd roms, or internet websites used in providing or transmitting underwriting information.

8. Economic or Trade Sanctions or United Nations Resolutions

The Insurer will not be deemed to have provided coverage and will not be liable to pay any claim or provide any benefit to the extent that payment of such claim or provision of such benefit would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to the Insurer.

9. State Amendatory Endorsement

Will be added to the policy based on the Insured's Headquartered State.

10. 25% Minimum Earned Premium applies.**11. No signing down of the Insurer's Participation without the prior approval of the Insurer.**

12. If coverage is bound, the First Named Insured shall as a condition precedent to its rights under this Policy deliver to the Insurer the applicable underlying policy documents within sixty (60) days of Policy Inception.

13. If coverage is bound, Insurer will require a listing of all underlying insurance placements below our attachment point. This must include the name of the insurance carrier, the policy number, the limit (including the attachment point for all layers) provided by each insurer, and effective date, but only if difference than our policy period. Insurer must have this information in order to issue our policy.

14. Insurer reserves the right to withdraw this Property Insurance Quotation if there is an active Named Storm or Wildfire prior to binding.

15. Insurer reserves the right to choose loss adjuster within designated claims adjustment firm.

16. The Insurer retains the right to provide consent for any proposed changes to the policy form during the policy term.

17. Addendum #1 (attached).

2026 TOTAL INSURED VALUES	
PROPERTY VALUES	\$956,802,011.00
LOSS OF REVENUE	\$137,900,000.00
TOTAL INSURED VALUES	\$1,094,702,011.00

Name: _____

Title: _____

Signature: _____

Date: _____

Multi Layered Property Program

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Zurich American Insurance Company	Zurich American Insurance Company
A.M. Best Rating	A+ XV	A+ XV
Admitted/Non-Admitted	Admitted	Admitted
Payment Plan	100% Prepaid	100% Prepaid
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$1,180,199.00	\$1,198,246
Fees & Surcharges	\$11,801.99	\$12,585.32
Exposure / TIV	\$1,069,487,710.66	1,094,702,011
TRIA	Rejected	\$60,286
Minimum Type	Minimum Earned Premium	Minimum Earned Premium
Minimum Amount / Description	\$1,180,199.00	\$1,258,532
Estimated Cost	\$1,192,000.99	\$1,271,117.32

Standard Coverages	Expiring	Proposed
Policy Limit of Liability, Per Occurrence	\$100,000,000	\$100,000,000
Annual Aggregate Limit(S) of Liability :	-	
- by the Peril of Earthquake	\$100,000,000	\$100,000,000
- by the Peril of Flood	\$25,000,000	\$25,000,000
- by the Peril of Named Storm	\$50,000,000	\$50,000,000

Additional Coverages	Expiring	Proposed
Sublimits of Liability - the Policy Shall Pay no More than the Following Sublimit(S) of Liability in any One Occurrence:	-	
Physical Damage Coverage to the Covered Property;	\$100,000,000	\$100,000,000
Loss of Revenue;	\$30,000,000	\$30,000,000
Accounts Receivable;	\$5,000,000	\$5,000,000
Interruption by Civil or Military Authority;	14 Days	14 Days
Expediting Expense;	\$2,500,000	\$2,500,000
Extra Expense;	\$10,000,000	\$10,000,000
Or 25% of the Amount of Insured Physical Loss of or Damage to Covered Property Whichever is Less - Debris Removal Coverage;	\$10,000,000	\$10,000,000
Fire Department Service Charges;	\$500,000	\$500,000
Ingress and Egress;	14 Days	14 Days
Loss Adjustment Expense;	\$250,000	\$250,000
Newly Acquired Locations;	\$10,000,000	\$10,000,000

Additional Coverages	Expiring	Proposed
Ordinance or Law / Demolition or Increased Cost of Construction;	\$10,000,000	\$10,000,000
Transit - any One Conveyance;	\$2,500,000	\$2,500,000
Valuable Papers & Records;	\$2,500,000	\$2,500,000
Terrorism	\$100,000,000	\$100,000,000

Deductibles/SIR	Expiring	Proposed
Deductible - Deductibles and Waiting Period(S) : From the Amount of Each Claim for Insured Physical Loss of or Damage to Covered Property in any One Occurrence*	-	
Deductible - Physical Loss of or Damage to Covered Property, Unless Otherwise Shown Below	\$50,000	\$100,000
Deductible - Physical Loss of or Damage to Surveillance Equipment*	\$50,000	\$100,000
Deductible - as Respects Earthquake*	\$50,000	\$100,000
Deductible - of the Total Value of Covered Property Involved in a Loss Caused by or Resulting from the Peril of Flood*	5%	5%
Deductible -- Subject to a Minimum Deductible of	\$100,000	\$100,000 and a Maximum Deductible of \$10,000,000
Deductible - of the Total Value of Covered Property Involved in a Loss Caused by or Resulting from the Peril of Named Storm*	5%	5%
Deductible - - Subject to a Minimum Deductible of	\$100,000	\$100,000 and a Maximum Deductible of \$10,000,000
Deductible - Loss of Revenue - Waiting Period	14 Days	14 Days
Deductible - Contingent Loss of Revenue Endorsement - Waiting Period	14 Days	

Valuations	Expiring	Proposed
Replacement Cost	The Actual Cost to Repair or Replace the Lost or Damaged Property, Valued as of the Time and Place of Loss, With Material of like Kind and Quality, Less Betterment. If not so Replaced, Loss Shall be Settled on an Actual Cash Value Basis with Proper Deduction for Depreciation and Exclusive of Profit and Overhead	The Actual Cost to Repair or Replace the Lost or Damaged Property, Valued as of the Time and Place of Loss, With Material of like Kind and Quality, Less Betterment. If not so Replaced, Loss Shall be Settled on an Actual Cash Value Basis with Proper Deduction for Depreciation and Exclusive of Profit and Overhead
Transit	The Invoice Cost Plus Accrued Shipping Charges Less Shipper's Liability	The Invoice Cost Plus Accrued Shipping Charges Less Shipper's Liability

Valuations	Expiring	Proposed
Actual Loss Sustained	Loss of Revenue: Actual Loss Sustained Subject to the Stated Coverage and Specified Indemnity Period.	Loss of Revenue: Actual Loss Sustained Subject to the Stated Coverage and Specified Indemnity Period.

Endorsements (including but not limited to)
Debris Removal Clean Up & Removal & Decontamination - U-CWP-0103-A
Contingent Loss of Revenue - U-CWP-0106-A
Amendment to Deductibles & Waiting Period - CWP-150 (01-18)
Schedule of Covered Property - U-CWP-0010-A
Terrorism Coverage Disclosure Notice (U-GU-632-B) / Disclosure of Important Information Relating to Terrorism Risk Insurance Act - U-GU-632-E CW (01/20)
Policy Form: Zurich Operational Civil Works Policy
Endorsement A – Schedule of Locations & Values Insured

Exclusions (including but not limited to)
Cyber Exclusion - U-CWP-0117-A
Exclusions: Consequential Loss; Error/Omission or deficiency in design, plans, workmanship, specifications or materials; Wear & Tear; War; Nuclear; Mysterious Disappearance & Inventory Shortage; Employee Dishonesty, Fraud & Infidelity; Fungus; Pollution & Contamination; Asbestos; Normal Subsidence & Settling; Cyber Exclusion, and other per the Policy.

Perils Covered:

Type	Description
Special Form Perils	Applies

Other Significant Terms and Conditions/Restrictions:

Description
Cancellation Provision 60 Days Except 10 Days for Nonpayment of Premium
The Estimated Term Deposit Premium for this Policy is \$1,258,532
Participation - This Indication is for 50% Interest in the 100% Policy Limit(S) of Liability, Sublimit(S) of Liability, Annual Aggregates Limit(S) and Premium as Herein Specified.

Terrorism

Carrier Information	Expiring	Proposed
Policy Term	7/1/2025 - 7/1/2026	7/1/2026 - 7/1/2027
Carrier	Underwriters at Lloyd's London	Underwriters at Lloyd's London
A.M. Best Rating	A XV	A XV
Admitted/Non-Admitted	Non-Admitted	Non-Admitted
Payment Plan	Annual, Pre-Paid	Annual, Pre-Paid
Payment Method	Agency Bill	Agency Bill

Premium & Exposures	Expiring	Proposed
Premium	\$34,250.00	\$29,000.00
Exposure / TIV	TIV: \$1,069,487,710.66	TIV: \$1,094,702,011
Minimum Type		
Estimated Cost	\$34,250.00	\$29,000.00

Standard Coverages	Expiring	Proposed
Section A – Damage and/or Financial Loss:	\$100,000,000 any One Occurrence for Damage and Financial Loss Combined	\$100,000,000 any One Occurrence for Damage and Financial Loss Combined
Section B - Liability	\$5,000,000 any One Occurrence and in the annual Aggregate	\$5,000,000 any One Occurrence and in the annual Aggregate

Additional Coverages	Expiring	Proposed
Sub limits applicable to Section A only: including all sub limits unless as specified below:		
Sub-limit of liability applies any one occurrence and in the annual aggregate during the period of insurance and		
Where a sub-limit of liability stated below is lower than the limit of liability provided by the associated policy, the lower limit shall apply:		
Brand rehabilitation:	10% of the overall limit of liability or \$500,000 whichever the lesser but this extension is only operative where such cover is not provided for within a financial loss settlement under the associated policy	10% of the overall limit of liability or \$500,000 whichever the lesser but this extension is only operative where such cover is not provided for within a financial loss settlement under the associated policy.
Claims preparation:	10% of the overall limit of liability or \$100,000 whichever the lesser	10% of the overall limit of liability or \$100,000 whichever the lesser
Contingent Financial Loss: (Customer and Supplier contingent extra expense)	\$5,000,000	\$5,000,000
Damage to property of the insured at any unspecified third party site:	Other than sites included in the referral region and postcode list \$500,000 damage / financial loss combined	Other than sites included in the referral region and postcode list \$500,000 damage / financial loss combined
Damage to property while in Transit:	\$500,000 damage / financial loss combined	\$500,000 damage / financial loss combined
Denial of Access:	\$5,000,000	\$5,000,000
Seepage Contamination and Pollution/Clean up:	\$5,000,000	\$5,000,000
Utilities:	\$5,000,000	\$5,000,000
Attraction:	\$5,000,000	\$5,000,000

Additional Coverages	Expiring	Proposed
Contract works:	\$5,000,000	\$5,000,000
Extinguishment Expenses:	\$5,000,000	\$5,000,000
Threat:	\$5,000,000	\$5,000,000
Indemnity Period:	12 months	12 months

Deductibles/SIR	Expiring	Proposed
Excess: Section A – Damage and/or Financial Loss:		
Any One Occurrence for Damage and Financial Loss Combined	\$10,000	\$10,000
Brand Rehabilitation - Any One Occurrence	10%	10%
Contingent Financial Loss - Any One Occurrence	5 Hours	5 Hours
Denial of Access	12 Hours any One Occurrence Unless the Occurrence is Designated a Crime Scene by a Public Authority and/or Military Authority when 24 Hours any One Occurrence Shall Apply.	12 Hours any One Occurrence Unless the Occurrence is Designated a Crime Scene by a Public Authority and/or Military Authority when 24 Hours any One Occurrence Shall Apply.
Denial of Access	48 Hours Any One Occurrence in Respect of Airports/Train Stations/Ports	48 Hours Any One Occurrence in Respect of Airports/Train Stations/Ports
Utilities - Any One Occurrence	5 Hours	5 Hours
Attraction - Any One Occurrence	7 Days	7 Days
Threat - Any One Occurrence	2 Hours	2 Hours
Excess: Section B – Liability: Underlying Amount(S) or any One Occurrence and/or any one claim	\$10,000	\$10,000

Endorsements (including but not limited to)
Follow form for USA Terrorism including Sabotage Vehicle A – Benign USA

Exclusions (including but not limited to)
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Sanction Limitation and Exclusion Clause (Applicable on Both Primary and Excess Basis)

Perils Covered:

Type	Description
Terrorism & Sabotage	Terrorism & Sabotage

Binding Requirements:

Description

Surplus Lines Disclosure and Acknowledgement

Confirmation of No Known or Reported Losses, Threats or Hoaxes in the last 5 years, at the time of binding.

Other Significant Terms and Conditions/Restrictions:

Description

Section A – Damage and/or Financial Loss

Section B – Liability

Total Declared Values:

- Damage: \$956,802,011

- Financial Loss: \$137,900,000

Wording: As Per the Arthur J Gallagher Wording in Which we Follow the all-Risks Policy of Tampa-Hillsborough County Expressway Authority Which We Refer to as the Associated Policy and Convert Coverage to Reflect the Perils of Sabotage and Terrorism

Premium Breakdown:

Section A – Damage and/or Financial Loss - \$25,500

Section B – Liability - \$3,500

Schedule of Values as seen and agreed by insurers.

Indemnity Period: 12 months

Territorial Limits: Anywhere within the United States of America and/or Territories of the United States of America other than any exposure located within the referral region and zip code list herein

Lead Insurer: Aegis Lloyds syndicate 1225 via Gallagher Vehicle A (Benign US) on behalf of various insurers in the London Market

Proposal Disclosures

Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Terms and Conditions

It is important that we clearly outline the nature of our mutual relationship. The following terms and conditions (these "Terms") govern your relationship with Gallagher unless you have separately entered into a written services agreement with Gallagher relative to the policies and services outlined in this Proposal, in which case that services agreement will govern and control with respect to any conflicts with these Terms. These Terms will become effective upon your execution of the Client Authorization to Bind Coverage (the "CAB") included in this Proposal and shall survive for the duration of your relationship with Gallagher relative to the policies placed pursuant to the CAB or otherwise at your request.

Services

Gallagher will represent and assist you in all discussions and transactions with insurance companies relating to the lines of insurance coverage set forth in the CAB and any other lines of insurance coverage with which you request Gallagher's assistance. Gallagher will consult with you regarding any matters involving these or other coverages for which you have engaged Gallagher. You have the sole discretion for approving any insurance policies placed, as well as all other material decisions involving your risk management, risk transfer and/or loss prevention needs.

Although you are responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters as required by the terms and conditions of your policies, Gallagher will assist you in determining applicable claim reporting requirements.

Gallagher is not required to provide Services to you if Gallagher reasonably considers that to do so would put Gallagher in breach of, or would expose Gallagher or its affiliates to fines, penalties or sanctions under any laws, regulations, professional rules or, in Gallagher's sole opinion, you have breached a term/the terms of the Policies. In such circumstances, Gallagher will be entitled to terminate its Services with immediate effect. In the event that Gallagher exercises its right to terminate its Services with immediate effect, Gallagher will not be responsible or liable to you for any direct or indirect loss which you or any other party may suffer as a result.

Please be aware that Gallagher is generally restricted from providing broking, claims handling or other services that relate to Cuba and Iran, including due to significant difficulties in processing payments and other commercial and reputational considerations.

Treatment of Information

Gallagher understands the need to protect the confidentiality and security of your confidential and sensitive information and strives to comply with applicable data privacy and security laws. Your confidential and sensitive information will be protected by Gallagher and only used to perform services for you; provided that Gallagher may disclose and transfer your information (including transfers outside the United States in compliance with applicable laws) to our affiliates, agents or vendors that have a need to know such information in connection with the provision of such services (including insurance markets, as necessary, for marketing, quoting, placing and/or servicing insurance coverages). We may also disclose such information as required by applicable data protection laws or the order of any court or tribunal, subject to our providing you with prior notice as permitted by law. The parties agree that confidential information does not include aggregate, anonymized or de-identified data. In addition, we may also utilize your aggregated, anonymized, or de-identified information in connection with benchmarking, risk modeling and other data analytics, service or product improvements, and offerings, and similar business purposes. You further agree we may use your information with artificial intelligence or other automated applications for the purposes of improving or delivering our services to you.

We will (i) implement appropriate administrative, physical and technical safeguards to protect personal information; (ii) timely report security incidents involving personal information to affected parties and/or regulatory bodies; (iii) create and maintain required policies and procedures; and (iv) comply with data subjects' rights, as applicable. To the extent applicable under associated data protection laws, you are a "business" or "controller" and Gallagher is a "service provider" or "data processor." You will ensure that any information provided to Gallagher has been provided with any required notices and that you have obtained all required consents, if any and where required, or are otherwise authorized to transfer all information to Gallagher and enable Gallagher to process the information for the purposes described in this Proposal and as set forth in Gallagher's Privacy Policy located at <https://www.aig.com/privacy-policy/>. Gallagher may update its Privacy Policy from time to time and any updates will be posted to such site.

Dispute Resolution

Gallagher does not expect that it will ever have a formal dispute with any of its clients. However, in the event that one should arise, we should each strive to achieve a fair, expedient and efficient resolution and we'd like to clearly outline the resolution process.

A. If the parties have a dispute regarding Gallagher's services or the relationship governed by this Proposal ("Dispute"), each party agrees to resolve that Dispute by mediation. If mediation fails to resolve the Dispute, you and Gallagher agree to binding arbitration. Each party waives all rights to commence litigation in court to resolve a Dispute, and specifically waives all rights to pursue relief by class action or mass action in

court or through arbitration. However, the parties do not waive the ability to seek a court order of injunction in aid of the mediation and arbitration required by these Terms.

B. The party asserting a Dispute must provide a written notice ("Notice") of the claim to the other party and to the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures. All Dispute resolutions will take place in Chicago, IL, unless you and Gallagher agree to another location. The parties will equally divide all costs of the mediation and arbitration proceedings and will each pay their own attorneys' fees. All matters will be before a neutral, impartial and disinterested mediator or arbitrator(s) that have at least 20 years' experience in commercial and insurance coverage disputes.

C. Mediation will occur within sixty (60) days of filing the Notice with the AAA. Mediation results will be reduced to a memorandum of understanding signed by you, Gallagher and the mediator. A Dispute that is not resolved in mediation will commence to binding arbitration. For Disputes in excess of \$500,000, either party may elect to have the Dispute heard by a panel of three (3) arbitrators. The award of the arbitrator(s) must be accompanied by a reasoned opinion prepared and signed by the arbitrator(s). Except as may be required by law, neither you, Gallagher, nor a mediator or arbitrator may disclose the existence, content or results of any Dispute or its dispute resolution proceeding without the prior written consent of both you and Gallagher.

Electronic Delivery

In lieu of receiving documents in paper format, you agree, to the fullest extent permitted by law, to accept electronic delivery of any documents that Gallagher may be required to deliver to you (including, but not limited to, insurance policies and endorsements, account statements and all other agreements, forms and communications) in connection with services provided by Gallagher. Electronic delivery of a document to you may be made via electronic mail or by other electronic means, including posting documents to a secure website.

Miscellaneous Terms

Gallagher is engaged to perform services as an independent contractor and not as your employee or agent, and Gallagher will not be operating in a fiduciary capacity.

Where applicable, insurance coverage placements and other services may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, you will be responsible for the payment of the taxes and/or fees, which Gallagher will separately identify on related invoices.

The Proposal and these Terms are governed by the laws of the State of Illinois, without regard to its conflict of law rules.

If an arbitrator/court of competent jurisdiction determines that any provision of these Terms is void or unenforceable, that provision will be severed, and the arbitrator/court will replace it with a valid and enforceable provision that most closely approximates the original intent, and the remainder of these Terms will remain in effect.

Except to the extent in conflict with a services agreement that you may enter into with Gallagher, these Terms and the remainder of the Proposal constitute the entire agreement between you and Gallagher with respect to the subject matter of the Proposal, and supersede all prior negotiations, agreements and understandings as to such matters.

Client Signature Requirements

Surplus Lines Disclosure and Acknowledgement

At my direction, Arthur J Gallagher Risk Management Services LLC, has placed my coverage in the surplus lines market. As required by Florida Statute 626.916, I have agreed to this placement. I understand that superior coverage may be available in the admitted market and at a lesser cost and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

I further understand the policy forms, conditions, premiums, and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Tampa Hillsborough County Expressway Authority

Named Insured

By:

Signature of Named Insured

Date

Printed Name and Title of Person Signing

Starr Surplus Lines Insurance Company, Swiss Re Corporate Solutions Capacity Insurance Corporation & Underwriters at Lloyd's London

Vantage Risk Assurance (A XIII, Admitted)

Property and Terrorism

Type of Insurance

7/1/2026

Effective Date of Coverage

Coverages for Consideration

Overview

Gallagher recommends that you consider purchasing the following additional coverages for which you have exposure. A Proposal for any of the coverages below can be provided.

- Cyber Liability

Please note the recommendations and considerations summarized in this section are not intended to identify all potential exposures. Gallagher is not an expert in all aspects of your business and assumes no responsibility to independently investigate the risks your business faces. Gallagher has relied upon the information you provided in making our insurance Proposals. If you are interested in pursuing additional coverages other than those listed above, please list the additional coverages in the Client Authorization to Bind.

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 6/4/2026, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	Coverage/Carrier
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Multi Layered Property Program
<input type="checkbox"/> Option # 1	ACE American Insurance Company, Starr Surplus Lines Insurance Company, Vantage Risk Assurance, Swiss Re Corporate Solutions Capacity Insurance Corporation.
<input type="checkbox"/> Option # 2	Zurich American Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA - Multi Layered Property Program
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Terrorism Underwriters at Lloyd's London
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime 3 Year Term, 2nd Annual Installment, Pre-Paid Allmerica Financial Benefit Insurance Co
N/A	TRIA - Crime 3 Year Term, 2nd Annual Installment, Pre-Paid

Additional Recommended Coverages

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By checking the box(es) below, you are requesting that Gallagher provide you with a Proposal for this coverage. By not requesting a Proposal for this coverage, you assume the risk of any uncovered loss.

Other Coverages to Consider

Cyber Liability

The above coverage(s) does not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those listed in the Additional Recommended Coverages, please list below:

Coverage Amendments and Notes:

Exposures and Values

You confirm the payroll, values, schedules, and any other information pertaining to your operations, and submitted to the underwriters, were compiled from information provided by you. If no updates were provided to Gallagher, the values, exposures

and operations used were based on the expiring policies. You acknowledge it is your responsibility to notify Gallagher of any material change in your operations or exposures.

Additional Terms and Disclosures

Gallagher is not an expert in all aspects of your business. Gallagher’s Proposals for insurance are based upon the information concerning your business that was provided to Gallagher by you. Gallagher expects the information you provide is true, correct and complete in all material respects. Gallagher assumes no responsibility to independently investigate the risks that may be facing your business, but rather have relied upon the information you provide to Gallagher in making our insurance Proposals.

Gallagher's liability to you arising from any of Gallagher’s acts or omissions will not exceed \$20 million in the aggregate. The parties each will only be liable for actual damages incurred by the other party, and will not be liable for any indirect, special, exemplary, consequential, reliance or punitive damages. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with the Proposal, any of Gallagher’s services or your relationship with Gallagher may be brought by either party any later than two (2) years after the accrual of the claim or cause of action.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher’s Privacy Policy located at <https://www.aig.com/privacy-policy/>.

You have read, understand and agree that the information contained in the Proposal and all documents attached to and incorporated into the Proposal, is correct and has been disclosed to you prior to authorizing Gallagher to bind coverage and/or provide services to you. By signing below, or authorizing Gallagher to bind your insurance coverage through email when allowed, you acknowledge you have reviewed and agree with terms, conditions and disclosures contained in the Proposal.

By: _____
Print Name (Specify Title)

Company

Signature

Date: _____

Appendix

Compensation Disclosure Schedule

Client Name: Tampa Hillsborough County Expressway Authority

Coverage	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Multi Layered Property Program	ACE American Insurance Company (Chubb Limited)	N/A	\$605,175.00	
Multi Layered Property Program	Starr Surplus Lines Insurance Company (Starr Surplus Lines Insurance Company)	N/A	\$302,587.00	
Multi Layered Property Program	Vantage Risk Assurance	Tango Specialty Insurance Services LLC	\$119,825.00	
Multi Layered Property Program	Swiss Re Corporate Solutions Capacity Insurance Corporation. (Swiss Re LTD)	AmWINS Group Inc.	\$179,737.00	
Multi Layered Property Program	Zurich American Insurance Company (Zurich Insurance Group Ltd)	N/A	\$599,123.00	
Multi Layered Property Program	HDI Global Specialty SE	N/A	--	
Multi Layered Property Program	Palomar Specialty Insurance Company (Palomar Insurance Corporation)	N/A	--	
Multi Layered Property Program	N/A	N/A	--	
Terrorism	Underwriters at Lloyd's London	Arthur J Gallagher (UK) Limited **Wholesale/Specialty**	\$29,000.00	15 %

Coverage	Carrier Name(s)	Wholesaler, MGA, or Intermediary Name ¹	Est. Annual Premium ²	Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %
Terrorism	Liberty Surplus Insurance Corporation (Liberty Mutual Holding Company, Inc.)	N/A	\$30,000.00	
Terrorism	Underwriters at Lloyd's London	Hiscox Insurance Company Inc.	\$23,000.00	
Crime 3 Year Term, 2nd Annual Installment, Pre-Paid	Allmerica Financial Benefit Insurance Co (Hanover Insurance Companies)	N/A	\$3,581.00	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

Note: When placing business with insurance companies, Gallagher Companies receive commission based on negotiated contractual terms with those carriers. The commission rate is a percentage of the premium excluding taxes and fees. Major lines of coverage, and their typical range of commissions are listed below. If you wish to receive more details on actual compensation paid to Gallagher Companies, please contact your Gallagher representative.

- **Accident & Health:** 15-25%
- **Aviation:** 14-15%
- **Contract Bonds:** 20-30%
- **All Other Bonds/Surety:** 30-35%
- **Builders Risk:** 15-18%
- **Property:** 15-22%
- **Inland Marine:** 20-22.5%
- **Ocean Marine:** 15-17.5%
- **Casualty:** 14-15%
- **Commercial Auto:** 12.5-15%
- **Package / Business Owners Package:** 15-16.8%
- **Workers Compensation:** 8-11%
- **All Other Commercial:** 10-20%
- **Executive/Professional Lines:** 15-17.5%
- **Medical Malpractice:** 10-12%

Compensation to Gallagher may also be disclosed in a Client Services Agreement or Consulting Services Agreement.

Binding Requirements

Coverage (Issuing Carrier)	Binding Requirements
Multi Layered Property Program ACE American Insurance Company Starr Surplus Lines Insurance Company Vantage Risk Assurance Swiss Re Corporate Solutions Capacity Insurance Corporation.	Surplus Lines Disclosure and Acknowledgement
	Various Carriers TRIA Election/Rejection Forms
	ACE American Insurance Company: - If possible, confirm how they control and permit use of the land underneath their structures in downtown Tampa and the Western Portion of the expressway - Advise if a tabular format of the bridge conditions available
	Signed 2026 Total Insured Values Summary
Multi Layered Property Program Zurich American Insurance Company	N/A
Terrorism Underwriters at Lloyd's London	Surplus Lines Disclosure and Acknowledgement
	Confirmation of No Known or Reported Losses, Threats or Hoaxes in the last 5 years, at the time of binding.
Crime 3 Year Term, 2nd Annual Installment, Pre-Paid Allmerica Financial Benefit Insurance Co	N/A

Claims Reporting By Policy

Immediately report all claims. Each insurer requires notice of certain types of claims depending on the potential exposure or particular injury types. It is important to thoroughly review your policy to ensure you are reporting particular incidents and claims, based upon the insurer's policy requirements.

If you are using a third party administrator ("TPA"), your TPA may or may not report claims to an insurer on your behalf. Although we will assist you where requested, it is important that you understand whether your TPA will be completing this notification.

Reporting Direct to Carrier [Only When Applicable]

Coverage(s): <i>Property</i>	Report To:
Insurer: Zurich American Insurance Company Policy Term: 7/1/2026 - 7/1/2027	Insurer/TPA Name: Zurich American Insurance Company Phone: 800-987-3373 Fax: 877-962-2567 Email: USZ_CareCenter@Zurichna.com Web: https://www.zurichna.com/claims

Coverage(s): <i>Property</i>	Report To:
Insurer: ACE American Insurance Company Policy Term: 7/1/2026 - 7/1/2027	Insurer/TPA Name: ACE American Insurance Company Phone: Fax: Email: Web:

Coverage(s): <i>Property</i>	Report To:
Insurer: Starr Surplus Lines Insurance Company Policy Term: 7/1/2026 - 7/1/2027	Insurer/TPA Name: Starr Surplus Lines Insurance Company Phone: Fax: Email: Web:

<i>Coverage(s): Property</i>	<i>Report To:</i>
Insurer: Vantage Risk Assurance Policy Term: 7/1/2026 - 7/1/2027	Insurer/TPA Name: Vantage Risk Assurance Phone: Fax: Email: Web:

<i>Coverage(s): Property</i>	<i>Report To:</i>
Insurer: Swiss Re Corporate Solutions Capacity Insurance Corp. Policy Term: 7/1/2026 - 7/1/2027	Insurer/TPA Name: Swiss Re Corporate Solutions Capacity Insurance Corp. Phone: Fax: Email: Web:

<i>Coverage(s): Crime</i>	<i>Report To:</i>
Insurer: Allmerica Financial Benefit Insurance Company Policy Number: TBD Policy Term: 7/1/2025 - 7/1/2026	Insurer/TPA Name: Allmerica Financial Benefit Insurance Company Phone: 800-992-8427 Fax: Email: claimsreport@phly.com Web: https://www.phly.com/Claims/default.aspx

<i>Coverage(s): Terrorism</i>	<i>Report To:</i>
Insurer: Underwriters At Lloyd's of London Policy Term: 7/1/2026- 7/1/2027	Insurer/TPA Name: Underwriters At Lloyd's of London Phone: McCord Phone#: 402-514-6100 / F/U Jessica Schere jschere@mccordclaims.com 402-51-6100 ext. 6201 Fax: Email: claims@mccordclaims.com Web: https://www.intlxs.com/

Reporting to Gallagher or Assistance in Reporting

<i>Coverage(s):</i>	<i>Report To:</i>
Gallagher Claim Center Policy Number: TBD Policy Term: 7/1/2025 - 7/1/2026	Phone: 855-497-0578 Fax: 225-663-3224 Email: ggb.nrcclaimscenter@ajg.com

Gallagher STEP



STEP



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention, and minimizing your total cost of risk now and in the future.

Gallagher Safety Training Education Platform (STEP) is our proprietary learning management system (LMS) that supports your safety program, provides real-time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key Benefits of Gallagher STEP

- **Register** for up to 10 complimentary modules every year from a library of over 100 training and safety shorts. In addition, monthly bulletins are available, covering topics such as general and environmental safety, human resources, and health and wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard and train** an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Please visit ajg.com/us/gallagher-step/ to learn more.

Most Popular Training Modules

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Gallagher CORE360® is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for custom, maximum impact on six cost drivers of your total cost of risk.

Sample of Available Training Modules and Safety Shorts

Human Resources Training

- Americans with Disabilities Act (ADA)
- California Ethics
- California Sexual Harassment & Discrimination—Employees (English and Spanish)
- California Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Connecticut Sexual Harassment Prevention and Response
- Diversity
- Drug-Free Workplace—Supervisor
- Ethics in Action
- Fair and Accurate Credit Transaction Act (FACTA)
- Family Medical Leave Act (FMLA)
- Interviewing Strategies
- Job Applications
- Maine Sexual Harassment Prevention and Response
- Personnel Files
- Sensitivity Basics: Creating Positive Working Relationships
- Sexual Harassment and Discrimination—Employees
- Sexual Harassment and Discrimination—Supervisors
- New York City Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York City Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- New York State Sexual Harassment and Discrimination—Employees (English and Spanish)
- New York State Sexual Harassment and Discrimination—Supervisors (English and Spanish)
- Smart Hiring
- Smart Risk Management—Core Principles
- Theft
- Unsafe Acts
- Violence Prevention
- Workers Compensation Essentials
- Workplace Investigations Basics
- Wrongful Termination

Safety Training

- Accident Investigation Techniques
- Asbestos Awareness (General Industry)
- Basic Conveyor Safety
- Bloodborne Pathogens (English and Spanish)
- Creating a Safe Holiday Celebration
- Common Fire and Life Safety Hazards
- Continuity of Operations Planning
- Defensive Driving—Accident Scene Management
- Defensive Driving—Backing Safely, R Is for Reverse
- Defensive Driving Basics—Part I (English and Spanish)
- Defensive Driving—Changing Lanes Safely
- Defensive Driving—Driving Safely in School Zones
- Defensive Driving—General Auto Risk Management
- Defensive Driving—Intersections
- Defensive Driving—Reducing Deer-Related Incidents
- Defensive Driving—Safe Following Distance
- Defensive Driving—Spring Weather Conditions
- Defensive Driving—Winter Weather Conditions
- Determining the Root Cause of Accidents
- Disaster Planning 101
- Electrical Safety (English and Spanish)
- Ladder Safety
- Employee and Family Disaster Planning
- Evacuation Planning and Procedures
- Fire Prevention Practices (English and Spanish)
- Forklift Safety Basics for General Industry
- Hazard Communication (English and Spanish)
- Hearing Protection
- Housekeeping—Custodial, Safe Housekeeping Practices
- Identifying Strain and Exertion Exposures (English and Spanish)
- Lead-Based Paint
- Lockdown Procedures
- Lockout/Tagout (English and Spanish)
- Machine Guarding (English and Spanish)
- Means of Egress (English and Spanish)
- Mold
- Office Ergonomics Defined
- Office Ergonomics—Working in Comfort
- Office Workstation Safety
- Office Workstation Safety for Supervisors
- Personal Protective Equipment (English and Spanish)
- Portable Fire Extinguishers I
- Portable Fire Extinguishers II
- Power Tool Safety
- Preparation for Physical Activity
- Preventing Back Injuries (English and Spanish)
- Preventing Slips, Trips and Falls (English and Spanish)
- Preventing Injuries When Lifting, Moving and Transferring Residents
- Safety Pays for Life
- Temp Staffing Services. Employee Safety Orientation (English and Spanish)

Safety Shorts

Two safety shorts are considered one module selection.

- Bloodborne Pathogens
- Electrical Safety
- Emergency Procedures
- Fire Prevention and Protection
- Hand and Power Tools
- Hazard Communication
- Housekeeping/Custodial—Before You Start
- Housekeeping/Custodial—Cleaning by Hand
- Housekeeping/Custodial—Emptying Trash
- Housekeeping/Custodial—Mopping and Emptying Buckets
- Housekeeping/Custodial—Preventing Slips, Trips and Falls
- Housekeeping—General
- Ladder Safety
- Lockout/Tagout
- Personal Protective Equipment
- Safe Lifting Practices
- Slip, Trip and Fall

The Gallagher Way.
Since 1927.

Please visit ajg.com/us/gallagher-step/ to learn more.

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Overview and Login Information

The Gallagher eRiskHub® portal provides you with exclusive risk management tools and best practices to improve your organization's cyber risk posture. This important resource serves your cyber risk management strategies by enhancing your capabilities in cyberattack prevention, loss mitigation and cyber risk transfer techniques.

To access the Gallagher eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is **447597**.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

If you have any questions about the Gallagher eRiskHub®, please reach out the eRiskHub® support staff at support@eriskhub.com

Key Features of the Gallagher eRiskHub®

- **Risk Manager Tools**—A collection of tools for risk managers including research of known breach events, information to calculate the potential cost of a breach event, sample policies, breach response planning and more.
- **Learning Center**—An extensive collection of thought leadership articles, webinars, videos and blog posts covering everything from emerging cyber threats to data protection and more.
- **Security and Privacy Training**—Resources for creating an effective security training program for your employees.
- **Strategic Third-Party Relationships and Partner Resources**—Information on third-party vendors that can assist your organization improve your overall cyber risk, as well as access to exclusive Gallagher discounts on tools.

Gallagher's Cyber Capabilities

Gallagher's Cyber practice has the expertise to deliver a full complement of cyber risk management and insurance services to help your team stay protected. We take a consultative, action-based approach to address the sophisticated and evolving nature of cyber liability to design custom solutions that meet your unique needs. For more information, please contact us.



Insurance | Risk Management | Consulting

ajg.com The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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Tampa-Hillsborough County Expressway Authority
Minutes of the May 4, 2026, Budget Workshop
1104 E. Twiggs Street
Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on May 4, 2026, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

BOARD:

Vincent Cassidy, Chairman
Bennett Barrow, Vice Chairman
Cody Powell, Secretary
Justin Hall, Member

STAFF:

Greg Slater	Emma Antolinez
Amy Lettelleir	Brian Ramirez
Tim Garrett	Brian McElroy
Jeff Seward	Elizabeth Gray
Raul Rosario	Anna Quinones
Greg Deese	Szabina Szenassy
Bob Frey	Toni Atkinson
Shari Callahan	Frederick Pekala
Charlene Varian	Krishna Rentala
Chaketa Mister	

OTHERS:

Sally Dee, Playbook	Mary Brooks, Quest
Len Becker, HNTB	John Generalli, Wells Fargo
Stanley Hinde, KCI Technologies	Julie Santamaria, PFM

The meeting began at 1:30 pm.

Mr. Slater outlined a decade-long vision for the system, emphasizing investment in capacity, technology, community focus, and organizational health. The aim is to redefine the urban expressway experience to be premium, reliable, and integrated with its surroundings by:

- **Focusing on capacity and growth:** Investments will address regional growth, travel changes, and system capacity needs, including projects like South Selmon Capacity, Whiting Street, and the 301 Extension.

- **Integrating next-generation technology:** The system will become smart, adaptable, and integrated through technology enhancements such as RTCS, OBOS, and the Downtown Brain Project for system-wide AI management and incident response.
- **Focusing on the community and the customer:** Efforts include aesthetic improvements and community space integration, for example, the signature bridge on the Hillsborough River, Aesthetic Guidelines, Underpass Improvements, and our vision for the real estate assets.
- **Ensuring the long-term health of the system and the organization:** The asset management program, structural health monitoring, stormwater resiliency, and maintaining financial health with efficient operations and organizational structure.

Mr. Slater turned the meeting over to Mr. Seward after thanking him and the entire team for their work on the budget, adding that this year’s budget will show some growth from last year, but a net decrease overall, with a projected increase in revenue, a fully funded work program, a budgeted line item for our MacDill Reward Program, and continued healthy financial metrics as we ramp up construction.

Mr. Seward began by reviewing the work program, noting that projects are divided into three distinct categories – Capacity/Enhancement, Preservation (aka Restoration and Rehabilitation), and Programmatic.

He provided a snapshot of the FY2027-FY2032 Capital Work Program totaling \$767.8M, of which 82.7% is allocated to Enhancements/Capacity, 15.5% to Preservation, and the remaining 1.8% Programmatic. For FY2027, that translates to a total of \$161.5M, with 90.9% Enhancements/Capacity, 7% Preservation, and 2.1% Programmatic.

Next, Mr. Seward highlighted some of the FY2027 projects in each category, and department directors provided a quick overview of those highlighted projects. Those projects included:

Enhancement/Capacity Projects

- South Selmon Capacity Project
- RTCS/OBOS
- Whiting Street Improvements
- THEA Headquarters Safety Project
- 12th Street Park

Restoration & Rehabilitation

- Sign Replacement: Jefferson through Brandon Parkway

Programmatic Projects

- Asset Management Development

On the Whiting Street Project, Chairman Cassidy asked the cost of the whole project. Mr. Deese noted \$40M. Mr. Slater pointed out that during our asset maintenance inspections, a direct outfall to the Garrison Channel was discovered. As a result, we can handle a large part of the drainage needed on this project.

Mr. Seward then reviewed the Operating Budget, noting that along with supporting the \$161M capital program, it is also prioritizing asset maintenance, community needs, and the Authority's long-term financial health. He then reviewed the following components of the budget:

Revenue

Revenue projections include a total net revenue growth of 2.31% as follows: a total net toll revenue growth of 3.55%, which includes the MacDill Reward Program budgeted as a revenue reduction of \$1M.

Chairman Cassidy asked about the rationale for this accounting approach. Mr. Garrett explained that, in part, it is associated with the way the revenue will be recognized. We get most of our revenue from Florida Turnpike Enterprise (FTE) – transactions go through them and they send the revenue back to us. We will apply the discount program, subsequently, the discounts are credited to the customer accounts and subtracted from the revenue that is returned to us. Ms. Lettelleir concurred and noted this is also how the state program was run.

Chairman Cassidy asked for clarification as to why we are accounting for a contra income as opposed to an expense. Mr. Garrett explained that it shows up as a reduction in revenue that is received from FTE.

Mr. Barrow suggested clarifying this in an important footnote. Chairman Cassidy asked if the CPAs are ok with this method. Mr. Seward responded in the affirmative, noting it was at their recommendation.

Mr. Slater asked Mr. Rosario for the number military members have signed up for the program so far. Mr. Rosario confirmed that 1200 have signed up and are validated.

Mr. Seward continued with the items resulting in the 2.31% revenue growth, including: miscellaneous revenue, with a reduction of 36.94%. This is largely due to several of THEA's revenue generating parking lots closing during the construction of the South Selmon Capacity Project; and we are anticipating a reduction of 6.67% for investment earnings primarily because we will be drawing down cash reserves for the South Selmon Capacity Project, but also market volatility.

Mr. Powell asked how much THEA is drawing down for SSCP. Mr. Seward noted \$100M.

Mr. Seward continued with Traffic and Revenue (T&R), noting an estimated increase of 1.4M (1.7%) in toll transactions from FY26 estimates. Based on year-to-date toll revenue and the T&R update, THEA remains well positioned to meet FY2026 Toll Revenue projections.

Chairman Cassidy recalled the agency picking up a fair number of tolls when we did the Selmon West extension from the contractor riding the road to deliver the project and asked if we expected the same thing on this project. Mr. Deese anticipated that we could see some of that for the South Selmon project.

Personnel Expenditures

Mr. Seward pointed to a net expenditure increase of 11.45% over FY2026. This includes a 3% COLA, a 5% estimated increase in health care benefits, and two new full-time employees. This budget represents 33 full-time employees and 2 interns.

Chairman Cassidy asked about the \$3.7M spend in the ten months ending in April in contrast to the proposed FY2027 \$7.5. Mr. Seward explained that THEA is adding two new full-time

employees to support Operations and Maintenance and to support the ITS expansion project and delivery.

Mr. Deese provided information on the two positions, noting Operations is adding another field position for ITS – a technician for maintenance purposes to perform certain tasks in-house at a cost savings. The second position is for a dedicated design project manager to oversee the 12 projects coming down the pike in FY2027. Again, this would result in a cost savings for THEA.

Chairman Cassidy asked about the five open jobs. Mr. Seward noted that THEA is in the process of hiring two right now, a third will be posted within the month.

The Chairman asked for clarification on whether these three positions plus the two just mentioned are the five. Mr. Seward responded the two are in addition. Mr. Cassidy continued, noting THEA is adding seven jobs, five open and two new at a cost of \$3M. Mr. Seward explained that this number will be refined to reflect the actual hiring of those positions. The budget represents 33 full-time employees and 2 interns.

Mr. Seward moved on to the expenses noting a payroll contingency budgeted but not spend in FY2026 due to vacant positions; however, in FY2027, the expectation is to have all 33 full-time employees filled with no budget for temporary staffing in FY2027.

Next, Mr. Seward reviewed the departmental budgets beginning with Toll Operations:

- **Toll Operations** will see a net expenditure decrease of 33.16% over FY2026. The key drivers include a reduction in FTE expenses due to a change in how FTE calculates processing fees. Mr. Garrett provided an explanation of the change in FTE's formula for calculating fees. THEA has fewer transactions per mile, resulting in a reduced fee.

Chairman Cassidy asked if this is a THEA forecast or if the Turnpike informed us. Mr. Garrett confirmed that FTE walked THEA through the new formula and gave us the number.

Mr. Seward continued with the Toll Operations budget, noting a reduction in toll consulting support and reduced image review expenses; an increase based on the extension of the image review software contract; and a net increase for maintenance of the portable gantry and toll system incidentals. Mr. Rosario elaborated on this increase, pointing out the two new portable gantries that will need maintenance. These are not part of the normal maintenance contract, as they are for revenue assurance purposes should we experience any disruptions.

- **Operations & Maintenance** will see a net expenditure increase of 6.77% over FY2026 as follows: a slight decrease due to the capitalization of roadway enhancements performed by our asset maintenance contractor; a decrease based on a reduction in support for landscape/hardscape due to the impact of the South Selmon Capacity Project on the Greenway; and a net increase due to increases in scope and frequency of ITS device maintenance. Mr. Deese provided additional detail, noting that THEA is bringing more ITS equipment online and seeing higher maintenance costs. We also identified the need to keep an inventory of spare parts so we can respond more quickly to outages, etc. The rest

of the increase has to do with how we are analyzing our system. We have implemented a system for work program support that is more in line with how FDOT operates. We are justifying CIP costs based on scoping for the entire program, long-range estimates for the entire program, and developing and maintaining a master schedule for every project we have for the next five to six years. The other aspect is the implementation of crash analysis services which result in a safer system.

- **Information Technology & Security** will see a net expenditure increase of 12.71% from FY2026. First, an increase in software licensing. Ms. Callahan explained that this increase is due to the mandatory expansion of VMware enterprise support for toll operations. Mr. Slater added it is an industry issue.

Ms. Callahan noted a reduction in telephone and communications costs due to the redundant internet connections we have in place; a reduction in cybersecurity management costs by shifting from one-time remediation to standard recurring audits, monitoring, and program support; a reduction in disaster recover costs due to transitioning to the DR capital project, and includes the lease we have in place for the space at the data centers, as well as any business continuity activities needed. Mr. Slater added that some of this increase covers a one-time expense is not a baseline for next year. Ms. Callahan concurred.

Chairman Cassidy questioned why Lakeland was chosen as a recovery site. Ms. Callahan said the decision was based on a cost analysis of data centers that we would be able to get to if needed – something close but more inland. The Chairman asked if staff would have to physically be at the recovery location. Ms. Callahan explained that it would not be necessary, it would be fully remote.

Secretary Hall asked about the size of the space. Ms. Callahan noted that for the Admin Network we have $\frac{3}{4}$ of a rack and for the Operations Network we will need about the same amount of space.

Ms. Callahan moved on to a reduction in Finance IT support due to minimizing need for outside support; an increase in IT help desk services moving from three days a week to five days a week onsite; reduction in network engineering operating costs as this has been moved into projects; an increase in internal facility ITS maintenance; and the addition of continuity of operations expenses for cyber security remediation.

- **Planning and Innovation** will see a 35.92% increase. The sole reason for this increase is from the inclusion of the software subscription to the Regional Integrated Transportation Information System (RITIS) being moved from the capital budget to the planning budget. There is also an increase in modeling scenario testing for complementing the Operations Department's Asset Management Program; a reduction based on the elimination of consultant work on strategic planning/key performance indicator activating by bringing the work in-house; and a reduction in data collection costs. Mr. Frey added that, as we move into performance planning, we are targeting where the high-growth/high-activities areas are to determine changing conditions and switching to a three-year cycle of data

collection for a more efficient process. Mr. Slater added that as we get into heavy construction, RITIS will be used as a tool to tell us exactly what is happening with traffic. Mr. Seward added that we can evaluate each year to determine the value – we are not locked in. Mr. Slater noted that one of the things we learned from the data is that 30% of the traffic that comes off the REL goes across the Gandy bridge. The Chairman asked which gantry tags the vehicles. Mr. Slater explained that it is not a gantry, it is INRIX data - which is anonymized cell phone data. Secretary Hall added that FDOT is building its own mobility platform using INRIX data – it is the new standard, and the cost is in line with what they spend.

- **Communications** will increase by 26.32%. This includes an increase for the one-time cost for a new website design and development costs; a decrease in communication services attributable to continued efficiencies in the production of communication materials, as well as a scaled reduction in costs associated with the SunPass Campaign; a decrease in printed collateral and promotional expenses driven by the expanded capital program.

Chairman Cassidy asked about the variance in what was budgeted for FY2026 and what was spent. After some discussion, the Chairman clarified his comment – noting that the optics of budgeting and not spending can be viewed as an inability to execute.

Mr. Slater provided the cleaning and staining of the REL as an example - THEA had that project planned out and in the budget but decided to wait to avoid disrupting too much of the system at one time. So sometimes the projects are moved into the next year because we have new information.

- **General Counsel, Human Resources & Procurement/Contracts** will increase 144.55%. This increase includes the funding for the enterprise-wide records management initiative, as well as an increase in real estate, cyber-security, and legal support services due to the anticipated support required for the real estate post-RFP process.

Ms. Lettelleir elaborated, stating that THEA has increased the use of its fractional HR consultant. The real estate has been changed to a two-step process and that legal advice will come from an outside consultant.

Chairman Cassidy asked about the HR/Procurement/Contract Support and Consulting Services line item noting an expenditure in FY2026, but nothing forecast for FY2027 and where those items are rolling up to. Ms. Lettelleir advised that many of those tasks were due to vacancies due to leave and temporary employment services were used to fill the gap. The rest is in the next line item – HR and Consulting Services. The last item is the Contract/Document Management line item that represents a new consistent record system, document storage, and document recovery across all departments.

- **Professional Services** with a 19.65% increase. Key drivers include an increase in an enterprise-wide, centralized, GIS program; a decrease in legislative liaison services; a decrease in investment advisory services; an increase in bridge, property, general

liability, auto, property and worker's compensation rates; and the removal of the annual Traffic & Revenue expense from Planning to Finance.

- **Administrative Expenditures** with a 2.47% decrease due to reductions in the employee engagement budget, special events, and dues, fees, and subscriptions. Mr. Slater added that each year, across all our budgets, we are trying to be more precise based on actual expenditures and organizational capacity.

Finally, Mr. Seward reviewed the key takeaways, which included:

- A total net expenditure decrease of 2.44% due primarily to the reduction in Florida Turnpike Enterprise processing expenses.

Without the Florida Turnpike Enterprise reduction, expenses increased by 10.3% driven by:

- One-time costs of \$923K for RITIS software reclassification, document imaging support, GIS support, and outside counsel support for real estate
- Mandated increase of \$311K for health and vision insurance and insurance coverage for property, bridge, general liability, etc.
- Personnel increases of \$485K (new positions, COLA, ADP)
- Information technology increases in new software licensing of \$323K

In summary, the FY2027 proposed budget includes:

- A net toll revenue increase of 3.55%; total net revenue increase of 2.31%
- A total net expenditure decrease of 2.44%
- A fully funded FY2027 Capital Work Program

Chairman Cassidy pointed out that there were no events this fiscal year that required a system closure and asked about not meeting projected revenue. Mr. Seward explained that by the time we reach our year end, we believe we will meet that target.

Chairman Cassidy observed that comparing the FY26 budget to the FY27 budget and have underspent the FY26 budget. He added that he would like to see in budget updates what a forecasted budget looks like compared to the actuals.

Finally, Mr. Seward noted an estimated debt service coverage ratio of 3.07 at the end of FY2027.

The Chairman asked if there was a forecasted reduction in tolls due to the construction of the South Selmon Capacity Project. Mr. Eshelman will report on that when he presents traffic and revenue but since most of the construction will occur at night we do not anticipate a transaction reduction.

Finally, Mr. Seward announced that final adoption of the budget will be June 22, 2026.

Mr. Powell had one final question about the help desk contracted employee moving from three days to five with a cost differential of \$27,000, which seems low. Ms. Callahan will double-check the number. Mr. Powell asked about the ability to add a staff position for a cost savings. Mr. Slater noted that is one of the things THEA is looking at – trying to find the right ratio of

consultants to employees. It could be possible. Ms. Callahan noted that this position tends to have a lot of turn over so you end up overpaying for the position.

Chairman Cassidy asked when the Real Estate RFP will advertise. Ms. Lettelleir noted it will be out by the end of the fiscal year.

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

APPROVED: _____ **ATTEST:** _____
Chairman: Vincent J. Cassidy **Vice Chairman: Bennett Barrow**

DATED THIS 22ND DAY OF JUNE 2026.

Tampa-Hillsborough County Expressway Authority
Minutes of the May 18, 2026, Board Meeting
1104 E. Twiggs Street
Tampa, FL 33602

The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on May 18, 2026, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

BOARD:

Vincent Cassidy, Chairman
Bennett Barrow, Vice Chairman
Cody Powell, Secretary
L.K. Nantham, Member
Commissioner Boles, Member
Mayor Castor, Member

STAFF:

Greg Slater	Brian Ramirez
Amy Lettelleir	Brian McElroy
Tim Garrett	Elizabeth Gray
Jeff Seward	Anna Quinones
Raul Rosario	Szabina Szenassy
Greg Deese	Toni Atkinson
Shari Callahan	Frederick Pekala
Charlene Varian	Krishna Rentala
Chaketa Mister	Rachel Lord
Emma Antolinez	

OTHERS:

Sharlene Lairscey, Quest	Alex Bourne, RS&H
Phil Eshelman, Stantec	John Generalli, Wells Fargo
Doug Draper, Bank of America	Andrew Davenbeck, RBC
Jay Kineon, PFM	Daniel Hoeflick, Volker
Brent Wilder, PFM	Jonathan Tursky, TransCore
Sally Dee, Playbook	Michael Simon, KCI Technologies
Maddi Baptiste, Playbook	Scarlett Sharpe, WSP
Branan Anderson, KCA	Christina Matthews, WSP
Ron Caldi, Atkins Realis	Logan Boyck, WSP
Lori Buck, Quest	Len Becker, HNTB
Davida Franklin, EXP	Tamaa Patterson, Jefferies
David Hubbard, EXP	

I. Call to Order and Pledge of Allegiance – Chairman Cassidy called the meeting to order at 1:30 p.m. followed by the Pledge of Allegiance.

II. Invocation – Mr. Powell gave the invocation.

III. Public Input/Public Presentations

There were no public comments or presentations.

IV. Consent Agenda – *Vince Cassidy, Chairman*

1. Approval of the Minutes of the March 23, 2026, Board Meeting

2. Approval of Board Member Travel – TEAMFL – May 21-22

3. SSCP Additional Assessment – APTIM (Removed from consent)

Chairman Cassidy announced that item number 3 will be moved to the Executive Director’s Report, as no approval is necessary.

Chairman Cassidy requested a motion to approve the consent agenda. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

V. Discussion/Action Items – *Vince Cassidy Chairman*

A. Operations and Engineering – *Greg Deese, P.E., Director*

1. Gandy Off-Ramp Improvements – Webber - \$75,295

Mr. Deese presented an item to furnish and install additional signage and pavement markings on the Westbound Selmon Expressway Ramp 1B, which will improve motorist awareness of the merge onto Gandy Boulevard, improving safety.

He requested the Board to authorize the Executive Director to execute a task order with Webber for the installation of additional signage and pavement markings for an amount not to exceed \$75,295 from the capital budget.

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

2. Whiting Final Design – KCA - \$4,676,000

Mr. Deese also discussed a request to fund the engineering design of the Whiting Street project, including the development of project plans, specifications, and necessary construction contract documents.

He requested the Board to authorize the Executive Director to execute a task order with KCA for the design of the Whiting Street project in the amount of \$4,676,000 from the capital budget.

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell.

Mayor Castor asked for a review of the timeline. Mr. Deese noted the target date for construction to begin is mid-2028. Mr. Slater added that the project will be done in three phases, first is the Whiting connection, then building the ramp, and finally removing the ramp over by the arena.

The motion passed unanimously.

B. Legal – Amy Lettelleir, Chief Legal Officer

1. Selection of ITS Infrastructure Team for East and West Selmon Phased Design-Build (PDB) Project

Ms. Lettelleir presented the committee’s rankings of the phased design-build teams evaluated to provide design and construction services for the ITS Infrastructure for East and West Selmon Phased Design-Build Project.

Firm	Rank
Sice	4
Traffic Control Devices	3
Traffic Management Solutions	1
TransCore	2

She requested the Board to accept the Evaluation Committee’s rankings and to authorize and direct staff to negotiate and execute a contract with the number one ranked firm, Traffic Management Solutions. If negotiations are unsuccessful, staff shall negotiate with the number two ranked firm. Contract is subject to review and approval by THEA’s Chief Legal Officer.

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

2. Insurance Broker Services Contract Award

Ms. Lettelleir presented the selection of the number one ranked insurance broker consultant to provide insurance broker services.

Firm	Rank
Alliant	3
Gallagher	1
Hub	2
Marsh McLennan	2

She requested the Board to accept the Evaluation Committee’s rankings of the Insurance Broker Consultant proposals and to authorize and direct staff to

negotiate and execute a contract with the number one ranked firm, Gallagher. Contract is subject to review and approval of THEA Chief Legal Officer.

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

3. Traffic and Revenue Consultant Selection

The next item presented by Ms. Lettelleir was the selection of the Evaluation Committee’s number one ranked Traffic and Revenue consultant to provide traffic and revenue services, including investment grade financial planning, studies, and other services as needed.

Firm	Rank
C&M Associates	2
Stantec	1

She requested the Board to accept the Evaluation Committees rankings of the Traffic and Revenue consultant proposals and to authorize and direct staff to negotiate and execute a contract with the number one ranked firm, Stantec. If negotiations are unsuccessful, staff will negotiate with the number two ranked firm. Contract is subject to review and approval of THEA Chief Legal Officer.

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

4. City of Tampa Interlocal Agreement

Ms. Lettelleir presented an Interlocal Agreement with the City of Tampa for the city to provide the services required for the operation of the REL gate system and for the city to occupy space in the THEA headquarters for operation of their Traffic Management System.

She requested the Board to approve and execute the Interlocal Agreement with the City of Tampa for REL gate system services and occupancy in the THEA headquarters for the City’s Traffic Management Center.

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

5. Authorize THEA to enter into a Locally Funded Agreement with FDOT to provide SunGuide services.

Finally, Ms. Lettelleir presented a resolution authorizing the Authority to enter into a Locally Funded Agreement with FDOT in order for FDOT to provide SunGuide software support to the Authority in the amount of \$100,000, from the operating budget. The implementation of the SunGuide platform will

enhance the Authority's ability to integrate and process data from multiple sources within a single, unified platform, enabling real-time monitoring, analysis and decision making.

She requested the Board to approve Resolution 680 authorizing the Authority to enter into a Locally Funded Agreement with FDOT.

Ms. Lettelleir read Resolution 680 into the record as follows:

A Resolution of the Tampa-Hillsborough County Expressway Authority Board of Directors approving the Locally Funded Agreement with the State of Florida Department of Transportation for SunGuide software support; authorizing execution of the agreement; and providing an effective date.

WHEREAS, the Tampa-Hillsborough County Expressway Authority Board of Directors has reviewed the proposed Locally Funded Agreement between the Authority and the State of Florida Department of Transportation for SunGuide software support; and

WHEREAS, the Board of Directors finds that approval and execution of the Agreement is in the best interests of the Authority and serves a valid public purpose.

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

- 1. The Locally Funded Agreement between the Tampa-Hillsborough County Expressway Authority and the State of Florida Department of Transportation for SunGuide software support is hereby approved in substantially the form presented to the Board.*
- 2. The Chairman, Executive Director, or their authorized designee is authorized to execute the Agreement and such other documents as may be necessary to carry out the intent of this Resolution.*
- 3. This Resolution shall take effect immediately upon its adoption.*
- 4. DULY ADOPTED by the Tampa-Hillsborough County Expressway Authority Board of Directors on this 18th day of May, 2026.*

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

C. Finance – Jeff Seward, Chief Financial Officer

1. Revenue Sufficiency Resolution 681

Mr. Seward began the presentation noting that, pursuant to Section 5.07(E) of THEA's Master Bond Resolution, THEA is obligated to review the financial

condition of the Expressway System to estimate whether the Net System Revenues for the following fiscal year (FY'27) will be sufficient to comply with established debt service coverage requirements. THEA has received a Revenue Sufficiency Certificate prepared by its Traffic Engineer (Stantec) and reviewed by its Financial Advisor (PFM), which has determined that Net System Revenues will be sufficient to comply with the provision stated above for the Fiscal Year ending June 30, 2027.

Mr. Seward introduced Mr. Phil Eshelman with Stantec to provide an overview of next year's forecast.

Mr. Eshelman discussed:

- FY2025 T&R Performance
 - Achieved both transaction and revenue forecast despite Hurricane Milton toll suspension in October.
 - Strong platform for FY2026 forecast.
- FY2025 to FY2026 T&R Growth
 - Steady year-over-year growth of approximately 1 to 2 percent when normalizing for weather events.
 - Anticipate continued strong growth through the remainder of the fiscal year.
- FY2026 T&R Forecast Performance
 - Confident FY26 forecast for both transactions and revenue will be met.
 - Strong footing for FY27.
- FY2027 T&R Forecast
 - Continued assumption for Hurricane toll suspension.
 - Estimated 1.7% growth from FY26.
 - Standard toll rate escalation, 2.5%, and existing relationships between payment types.
- FY2027 T&R Forecast and Revenue Sufficiency Certificate Tests Required
 - Continued growth into 2027 (1.7%), tempering from FY26 actual growth (~2.4%).
 - Base Toll Policy of toll escalation at 2.5 percent.
- Revenue Sufficiency Certificate Tests – THEA passed both tests.
 - Toll Coverage Ratio for Net System Revenue is 2.45– THEA is expected to achieve 2.33 in FY27.
 - Toll Coverage Ratio for System Gross Revenue is 1.55 – THEA is expected to achieve 1.19.

Chairman Cassidy asked about February 2026 budget to actual variance, similar to November. Mr. Seward noted that he does not typically track revenue month-to-month, rather annually, but he can take a look and come back to the board with any unanticipated anomalies in those months. The Chairman would like to see that information, as well as having an explanation at future meetings when a variance exists.

Mr. Powell asked about the current toll coverage ratio at 2.45 and a projected toll coverage ratio of 2.33 and why it is trending down. Mr. Eshelman noted they forecast from the gross toll revenue and other income. They chose to be more conservative on the investment side. Mr. Seward added that in addition to the investments, THEA is budgeting lower due to the use of cash for the South Selmon Capacity Project (SSCP). In addition, THEA's parking revenue will be lower, also due to the SSCP.

Mr. Seward requested the Board to approve Resolution No. 681 making a positive determination regarding the sufficiency of Net System Revenues pursuant to its Master Bond Resolution.

Chairman Cassidy requested a motion. Mr. Barrow moved approval, seconded by Mr. Powell. The motion passed unanimously.

Mr. Seward read Resolution 681 into the record as follows:

Resolution No. 681, 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, 2027;

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 May 18, 2026.

Ms. Letteleir requested the Board affirm their vote.

Chairman Cassidy called for a vote affirming the previous approval. Motion carried unanimously.

VI. Staff Reports

1. Operations and Engineering – Greg Deese, P.E., Director

Mr. Deese provided an update on the South Selmon Capacity Project Accelerated Scope Augmentation Phase (ASAP) Round 1.

- A bridge barrier enhancement resulting in cost savings, easier maintenance, simplified construction, and provides a wider shoulder.
- Toll gantry optimization, also resulting in a cost savings and simplified construction.
- Hillsborough River bridge shoulder modification, again, a cost savings, reduced traffic shifts, and simplified construction.
- Plant Avenue toll site modifications, resulting in easier maintenance, easier access, and risk reduction.

He reviewed the ASAP cost estimating process and presented a summary of costs, noting a \$12,996 construction credit.

Finally, Mr. Deese gave an update on the drainage improvement project out on the East Selmon and the Lakewood repair project. Both projects will positively impact our FTC performance measures.

2. Toll Technology and Customer Experience – Raul Rosario, Director

Mr. Rosario reported on the tolling statistics for March and April. The daily record transaction volume for March 13, which broke our previous record, was 280,858 transactions for that day. Chairman Cassidy asked if there were any events that day. Mr. Rosario noted there was a Zack Bryan concert on that day.

For March 2026 totaled 7,339,995, up by about 145,000 from March 2025. Monthly transaction distribution over the system was up by 2% overall. He

pointed out that he is now including the information on the ramps as well as data for all days rather than weekdays only.

Chairman Cassidy asked when the slip ramps opened. Mr. Slater noted they opened about four years ago. Mr. Cassidy pointed out that we continue to see growth on the REL.

Mr. Rosario reviewed the ratio of prepaid versus postpaid transactions, which were 67% and 33%, respectively. Of the postpaid transactions, 92.33% were Florida plates, the remaining 7.67% were out-of-state plates.

The Chairman asked if we know how much of the out-of-state delinquency is for post-paid accounts. Mr. Rosario noted that THEA does not. Mr. Slater added that we are finding that we have some good video toll customers who prefer to get a bill in the mail. One of the reasons cited for not wanting a SunPass account dates to the challenges they had at the Turnpike.

Next, Mr. Rosario presented a new statistic for postpaid transactions. From March 1-31, 2026, the Selmon Expressway saw 86,284 unique plates (not seen in the last 12 months).

Mr. Nandam asked for the total number of unique plates that we saw on the system. That information was not readily available.

Next, Mr. Rosario reported on interoperability for March, noting 89.95% of prepaid transactions are SunPass. Of the remaining 10.05%, 4.95% are E-Pass, 4.44% are E-ZPass.

Moving on, the April monthly toll transactions totaled 7,209,412, and overall monthly transactions were up 1.3% year-to-year. Prepaid transactions are at 68% versus postpaid at 32%. Florida plates make up 91.94% of the postpaid transactions, with the remaining 8.06% were out-of-state plates.

Finally, From April 1-30, 2026, there were 96,071 unique plates (postpaid) not seen on the system in the last 12 months. Of the prepaid transactions, 90.31% were SunPass accounts.

3. Communications and Community Engagement – *Brian Ramirez, Project Manager*

Mr. Ramirez provided an update on communications and community engagement activities over the past month. He reported the following:

- The South Selmon Capacity Project Community Open House was held on April 13, 2026, and yielded over 100 attendees with strong, positive feedback. The event received great news coverage.
- THEA participated in a number of community events. He highlighted Mr. Slater's participation in the IBTTA Technology Summit, Ms.

Quinones' participation in the 2026 National Planning Conference, and his participation in the USF-SE Bridge Building Competition.

- The team recognized Safety Awareness week and participated in Go Orange Day.
- THEA came in first place in the in the National Association of Government Communicator's Blue Pencil & Gold Screen Award for our #SaveOnTheSelmon Campaign.
- SunPass Campaign so far has yielded a total of 1,790 people signing up for SunPass 10% conversion rate on email blasts.
- Tax Collector Partnership is live and a video featuring Tax Collector Nancy Millan and Greg Slater, highlighting the partnership.

After the video was presented, Mr. Slater noted that about \$250K has been collected through this program. He asked Mr. Rosario for confirmation. Mr. Rosario confirmed.

- Publicity Metrics from March 12 to May 7 show 38 mentions, 418,652,225 impressions, and a publicity value of \$3.5M.

VII. Executive Reports

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

1. Contract Renewals, Expirations and Extensions

Mr. Slater reported on two expiring contracts. One with RS&H the other with Gannett Fleming, both for miscellaneous toll operations support services. They expire in October and November, respectively.

2. Director's Report

Mr. Slater reported an emergency procurement with APTIM (previously on consent) for \$104,000. THEA was doing some work under the Hillsborough River Bridge and discovered an old fuel tank, which triggered some additional evaluations. A related item will be presented to the Board next month.

He also reported on the following:

- The South Selmon Capacity Project Open House was well received, with a strong turnout of about 70 community members. Noise mitigation and stormwater management emerged as the dominant community priorities.
- Last month one of our Webber herbicide trucks was truck while parked on the shoulder at the Plant Street eastbound ramp. As we move into construction, work zone safety is paramount.
- The system saw another transaction record on April 24 with 281,126 transactions.

- THEA got a headstart on our Hurricane preparations with our focus on the drainage system and our new higher maintenance standards. We also participated in the Port Tampa Bay tabletop exercise which proved beneficial.
- THEA final accepted both the Wrong-way Driving project and the Lakewood drainage project.

Mr. Slater congratulated Ms. Villegas on passing the P.E. exam, and he introduced THEA’s new USF intern, Amelia Armogan, who is a civil engineering major, minoring in Entrepreneurship. She expects to graduate December 2027.

B. Chief Legal Officer – *Amy Lettelleir, Esq.*

No Report.

C. Chairman – *Vince Cassidy, Chairman*

1. Upcoming Meetings

- Board Workshop – June 8, 2026, *Cancelled*
- Board Meeting – June 22, 2026, *Cancelled*
- Board Workshop – July 13, 2026, *Cancelled*
- Board Meeting – July 27, 2026

VIII. Old Business

No Old Business

IX. New Business

No New Business

X. Adjournment

The meeting adjourned at 2:14 p.m.

APPROVED: _____ **ATTEST:** _____
Chairman: Vincent J. Cassidy **Vice Chairman: Bennett Barrow**

DATED THIS 22ND DAY OF JUNE 2026.

V. B Approval of Ongoing Capital Project Task Orders

HNTB PR 20251411

Post Tensioned Bridge Asset Management Development

HI-0304

(7/1/26 – 12/31/26)

Scope Of Services

The GEC shall provide engineering and technical support services to assist the Authority in development and implementation of their post tensioned bridge asset management program.

- 1. Technical Support** - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this program. These tasks may include, but are not limited to, the following:
 - 1.1. Perform reviews and provide written technical comments on engineering deliverables prepared by consultants providing technical services to THEA. These comments will focus on compliance with applicable standards, consistency with THEA requirements, biddability, constructability, maintainability, and alignment with project scope, budget, and schedule.
 - 1.2. Collaborate with THEA and their consultants in the development of a health monitoring system for THEA's post tensioned bridge structures.
 - 1.3. Coordinate testing and field investigation on THEA's post tensioned bridge structures.
 - 1.4. Develop technical documents for use by THEA in development of their health monitoring and post tensioned bridge asset management program.
 - 1.5. Facilitate coordination with FDOT and other partner agencies on matters pertaining to THEA's post tensioned bridges.

Deliverables:

- a. Document Review
- b. Technical Memorandums (when requested)
- c. Program Coordination
- d. Partner agency collaboration
- e. Meeting minutes (when requested)

SUMMARY FEE SHEET

ATTACHMENT "A"

PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority
 GEC CONTRACT NO. HNTB PR 20251411
 HNTB PR 20251411
 Post Tensioned Bridge Asset Management Development (7/1/24 - 12/31/26) Additional funds
 PRIME CONSULTANT: HNTB Corporation

ACTIVITY	Sr. Technical Advisor		Project Manager		Chief Eng./Planner Sr. Proj. Eng.		Sr. Eng./Planner		Proj. Eng./Planner		Engineer/Planner		Sr. Technician		Clerical		TOTAL		Avg. Hourly Rate	
	Man Hours	Hourly Rate \$ 183.93	Man Hours	Hourly Rate \$ 149.23	Man Hours	Hourly Rate \$ 108.42	Man Hours	Hourly Rate \$ 84.82	Man Hours	Hourly Rate \$ 65.37	Man Hours	Hourly Rate \$ 54.15	Man Hours	Hourly Rate \$ 41.32	Man Hours	Hourly Rate \$ 24.04	Manhours By Activity	Salary Cost By Activity		
Post Tensioned Bridge Asset Mngmnt Development	40	\$ 7,357.20	240	\$35,815.20	240	\$26,020.80	240	\$20,356.80	160	\$10,459.20	50	\$2,707.50	62	\$2,561.84	40	\$961.60	1072	\$106,240.14	\$99.10	
Total	40	\$7,357.20	240	\$35,815.20	240	\$26,020.80	240	\$20,356.80	160	\$10,459.20	50	\$2,707.50	62	\$2,561.84	40	\$961.60	1,072	\$ 106,240.14	\$99.10	
																		Basic Activities Maximum Limiting Fees (Salary Costs)	\$106,240.14	
																		Cost Elements & Additives		
																		(a) 2.78 Multiplier	\$295,347.59	
Direct Expenses		4.37%		\$ 4,642.69														SUBTOTAL (Cost Elements applied to Basic Activities Fee):	\$295,347.59	
																		(d) Direct Reimbursables	\$4,642.69	
																			Total Project Cost:	\$299,990.28
																			Maximum Limiting Amount:	\$299,990.28

HNTB PR 20251393

Brerein Pedestrian Safety Improvements

HI-0314

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. **Technical Support** - The GEC shall provide engineering and technical support services to assist the Authority in the development and delivery of this project.

Deliverables:

- a. Technical Reviews and Analysis

2. **Construction Management Support** - The GEC shall provide construction support services to assist THEA in the successful delivery of this construction project.

Deliverables:

- a. Construction Management Support

Reversible Express Lane Gate System Replacement Support

HI-0332

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide a project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress report to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop the scope and associated materials for an adjusted score design build procurement.
- 2.2. Perform design phase reviews and provide written technical comments on engineering deliverables prepared by design builder at defined milestones. These comments will focus on compliance with applicable standards, consistency with THEA requirements, biddability, constructability, maintainability, and alignment with project scope, budget, and schedule.
- 2.3. Technical Support
 - 2.3.1. Provide technical support on design and engineering aspects of the project.
 - 2.3.2. The GEC shall assist THEA in proactively identifying, assessing, and managing project risks.
 - 2.3.2.1. Identification of schedule, cost, right-of-way, utility, permitting, and stakeholder risks during procurement and early design phases.
 - 2.3.2.2. Support development of risk mitigation strategies and risk allocation approaches.

- 2.3.3. Provide utility coordination support to assist THEA in identifying, evaluating, and managing utility impacts. The GEC shall function as a technical coordinator and liaison to support timely project delivery, minimize conflicts, and reduce risks related to utilities.
 - 2.3.3.1. Review available utility records, surveys, Subsurface Utility Engineering (SUE) data, and design plans to identify existing and proposed utility facilities within project limits.
 - 2.3.3.2. Assist THEA in identifying potential utility conflicts and relocation needs during design and construction.
 - 2.3.3.3. Assist THEA in confirming that utilities are appropriately addressed in design documents, including identification of relocations, protections, adjustments, and sequencing.
 - 2.3.3.4. Work directly with Utility Agency Owners (UAOs) to develop utility work schedules associated with relocations, adjustments or protections.
 - 2.3.3.5. Assist THEA in tracking progress of utility work relative to agreed-upon utility work schedules. Identify deviations from planned schedules and support coordination efforts to resolve conflicts or delays.
 - 2.3.4. The GEC shall support the Authority in the preparation and documentation of FDOT Design Variations and Design Exceptions required for projects delivered in accordance with the FDOT Design Manual (FDM) and applicable FDOT standards. The GEC shall provide technical analysis, justification and documentation to assist THEA in variation and exception approvals in a timely and defensible manner.
 - 2.3.5. Provide environmental permit coordination support to assist THEA in identifying and obtaining required environmental permits for capital improvement projects.
 - 2.3.6. The GEC shall provide specifications review, pay item review and quality assurance support. The GEC shall function as an independent technical reviewer to help ensure that contract specifications are complete, constructible, and consistent with approved project scope and applicable standards.
- 2.4. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
 - b. Staff Hour Estimate
 - c. Plans Review
 - d. Review of project documents
3. **Construction Management Support** - The GEC shall provide construction support services to assist THEA in the successful delivery of this construction project. Services shall support procurement, construction engineering and inspection (CEI) oversight, risk management, as well as claims avoidance and resolution. These tasks may include, but are not limited to, the following:
- 3.1. Develop detailed, project-specific scope of services for use in the procurement of CEI services to be performed by other consultants. This scope shall include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA

departments and applicable external stakeholders. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services.

3.2. Develop construction duration using the CPM method that accounts for MOT phasing, utility coordination and other constraints.

3.3. Quality control on the construction scope of services.

Deliverables:

- a. CEI Scope of Services
- b. Draft CEI Staff Hour Estimate
- c. Draft Construction duration using CPM method

SUMMARY FEE SHEET																			
ATTACHMENT "A"																			
PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority										HNTB PR 20261852									
GEC CONTRACT NO. HNTB PR 20261852										Reversible Express Lane (REL) System Replacement Support Additional Funds (7/1/2026 - 12/31/26)									
HI-0332																			
PRIME CONSULTANT: HNTB Corporation																			
ACTIVITY	Sr. Technical Advisor		Project Manager		Chief Eng./Planner Sr. Proj. Eng.		Sr. Eng./Planner		Proj. Eng./Planner		Engineer/Planner		Sr. Technician		Clerical		TOTAL		Avg. Hourly Rate
	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Man Hours	Hourly Rate \$	Manhours By Activity	Salary Cost By Activity	
REL System Replacement Support	4	\$714.28	14	\$2,028.32	10	\$1,052.60	10	\$823.50	10	\$634.70	8	\$397.28	8	\$320.96	4	\$93.36	68	\$6,065.00	\$89.19
Scope Development and Updates		\$0.00	16	\$2,318.08	32	\$3,368.32	20	\$1,647.00	25	\$1,586.75	16	\$794.56	8	\$320.96	8	\$186.72	125	\$10,222.39	\$81.78
Total Man Hours	4	\$714.28	14	\$4,346.40	10	\$4,420.92	10	\$2,470.50	10	\$2,221.45	8	\$1,191.84	8	\$641.92	4	\$280.08	193	\$16,287.39	\$84.39
																		Basic Activities Maximum Limiting Fees (Salary Costs)	\$16,287.39
																		Cost Elements & Additives	
																		(a) 2.78 Multiplier	\$45,278.94
Direct Expenses		4.37%	\$	711.76														SUBTOTAL (Cost Elements applied to Basic Activities Fee):	\$45,278.94
																		(d) Direct Reimbursables	\$711.76
																		Subconculatbs SBE	\$26,994.10
																		Total Project Cost:	\$72,984.80
																		Budget Amount:	\$72,984.80

HNTB PR 20261848

Advanced Traffic Management System

HI-0322

(7/1/26 – 12/31/26)

Scope Of Services

The GEC shall provide engineering and technical support services to assist the Authority in development and implementation of their Advanced Traffic Management System (ATMS).

- 1. Technical Support** - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this program. These tasks may include, but are not limited to, the following:
 - 1.1. Perform reviews and provide written technical comments on technical deliverables prepared by consultants providing technical services to THEA. These comments will focus on compliance with applicable standards, consistency with THEA requirements, biddability, constructability, maintainability, and alignment with project scope, budget, and schedule.
 - 1.2. Collaborate with THEA and their consultants in the implementation of the ATMS.
 - 1.3. Develop technical documents for use by THEA in implementation of the ATMS.
 - 1.4. Facilitate coordination with FDOT and other partner agencies on matters pertaining to THEA's ATMS.

Deliverables:

- a. Document Review
- b. Technical Memorandums (when requested)
- c. Program Coordination
- d. Partner agency collaboration
- e. Meeting minutes (when requested)

SUMMARY FEE SHEET

ATTACHMENT "A"

PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority	HNTB PR 20261848
GEC CONTRACT NO. O-00121	2025-2026 Advanced Traffic Management System (ATMS) Support Additional Funds(7/1/25 - 12/31/26)
CPMP HI-0322	
PRIME CONSULTANT: HNTB Corporation	

ACTIVITY	Sr. Technical Advisor		Project Manager		Chief Eng./Planner Sr. Proj. Eng.		Sr. Eng./Planner		Proj. Eng./Planner		Engineer/Planner		Sr. Technician		Clerical		TOTAL		Avg. Hourly Rate
	Man Hours	Hourly Rate \$ 178.57	Man Hours	Hourly Rate \$ 144.88	Man Hours	Hourly Rate \$ 105.26	Man Hours	Hourly Rate \$ 82.35	Man Hours	Hourly Rate \$ 63.47	Man Hours	Hourly Rate \$ 49.66	Man Hours	Hourly Rate \$ 40.12	Man Hours	Hourly Rate \$ 23.34	Manhours By Activity	Salary Cost By Activity	
ATMS Development and Procurement Support		\$0.00	16	\$2,318.08	373	\$39,261.98		\$0.00	160	\$10,155.20		\$0.00	24	\$962.88	18	\$420.12	591	\$53,118.26	\$89.88
ATMS Implementation (Vendor Oversight)		\$0.00	8	\$0.00	80	\$0.00		\$0.00	60	\$0.00		\$0.00		\$0.00	8	\$0.00	156	\$0.00	\$0.00
Total Man Hours		\$0.00	24	\$2,318.08	453	\$39,261.98	0	\$0.00	220	\$10,155.20	0	\$0.00	24	\$962.88	26	\$420.12	747	\$53,118.26	\$71.11
																		Basic Activities Maximum Limiting Fees (Salary Costs)	\$53,118.26
																		Cost Elements & Additives	
																		(a) 2.78 Multiplier	\$147,668.76
Direct Expenses		4.37%		\$ 2,321.27														SUBTOTAL (Cost Elements applied to Basic Activities Fee):	\$147,668.76
																		(d) Direct Reimbursables	\$2,321.27
																		Total Project Cost:	\$149,990.03
																		Maximum Limiting Amount:	\$149,990.03

Brandon Parkway Refresh Support

HI-0013

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide a project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress reports to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out the above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop a detailed, project specific scope of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. The scopes will include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders.
- 2.2. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- 2.3. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
- b. Staff Hour Estimate

HNTB PR 2027XXXX

Bridge Rehabilitation (Painting)

HI-0023

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide a project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress report to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop a detailed, project specific scope of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. The scopes will include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders.
- 2.2. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- 2.3. Perform design phase reviews and provide written technical comments on engineering deliverables prepared by design consultants at defined milestones. These comments will focus

on compliance with applicable standards, consistency with THEA requirements, biddability, constructability, maintainability, and alignment with project scope, budget, and schedule.

2.4. Technical Support

- 2.4.1. Provide technical support on design and engineering aspects of the project.
- 2.4.2. The GEC shall assist THEA in proactively identifying, assessing, and managing project risks.
 - 2.4.2.1. Identification of schedule, cost, right-of-way, utility, permitting, and stakeholder risks during procurement and early design phases.
 - 2.4.2.2. Support development of risk mitigation strategies and risk allocation approaches.
- 2.4.3. Provide utility coordination support to assist THEA in identifying, evaluating, and managing utility impacts. The GEC shall function as a technical coordinator and liaison to support timely project delivery, minimize conflicts, and reduce risks related to utilities.
 - 2.4.3.1. Review available utility records, surveys, Subsurface Utility Engineering (SUE) data, and design plans to identify existing and proposed utility facilities within project limits.
 - 2.4.3.2. Assist THEA in identifying potential utility conflicts and relocation needs during design and construction.
 - 2.4.3.3. Assist THEA in confirming that utilities are appropriately addressed in design documents, including identification of relocations, protections, adjustments, and sequencing.
 - 2.4.3.4. Work directly with Utility Agency Owners (UAOs) to develop utility work schedules associated with relocations, adjustments or protections.
 - 2.4.3.5. Assist THEA in tracking progress of utility work relative to agreed-upon utility work schedules. Identify deviations from planned schedules and support coordination efforts to resolve conflicts or delays.
- 2.4.4. The GEC shall support the Authority in the preparation and documentation of FDOT Design Variations and Design Exceptions required for projects delivered in accordance with the FDOT Design Manual (FDM) and applicable FDOT standards. The GEC shall provide technical analysis, justification and documentation to assist THEA in variation and exception approvals in a timely and defensible manner.
- 2.4.5. Provide environmental permit coordination support to assist THEA in identifying and obtaining required environmental permits for capital improvement projects.
- 2.4.6. The GEC shall provide specifications review, pay item review and quality assurance support. The GEC shall function as an independent technical reviewer to help ensure that contract specifications are complete, constructible, and consistent with approved project scope and applicable standards.

2.5. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
- b. Staff Hour Estimate
- c. Plans Review
- d. Review of project documents

3. **Construction Management Support** - The GEC shall provide construction support services to assist THEA in the successful delivery of this construction project. Services shall support procurement, construction engineering and inspection (CEI) oversight, risk management, as well as claims avoidance and resolution. These tasks may include, but are not limited to, the following:
- 3.1. Develop detailed, project-specific scope of services for use in the procurement of CEI services to be performed by other consultants. This scope shall include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services.
 - 3.2. Develop construction duration using the CPM method that accounts for MOT phasing, utility coordination and other constraints.
 - 3.3. Quality control on the construction scope of services.

Deliverables:

- a. CEI Scope of Services
- b. Draft CEI Staff Hour Estimate
- c. Draft Construction duration using CPM method

HNTB PR 2027XXXX

12th Street Park Support

HI-0249

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide a project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress reports to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out the above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop a detailed, project-specific scope of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. The scopes will include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders.
- 2.2. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- 2.3. Technical Support
 - 2.3.1. Provide technical support on design and engineering aspects of the project.

2.4. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
- b. Staff Hour Estimate

Selmon East Phase I Design Procurement Support

HI-0316

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide a project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress report to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop a detailed, project specific scope of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. The scopes will include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders.
- 2.2. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- 2.3. Provide technical support on design and engineering aspects of the project.
- 2.4. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
- b. Staff Hour Estimate

SUMMARY FEE SHEET

ATTACHMENT "A"

PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority
 GEC CONTRACT NO. HNTB PR 2027XXXX
 HI-0316
 PRIME CONSULTANT: **HNTB Corporation**

HNTB PR 2027XXXX
Selmon East Phase 1 Design Support (7/1/26 - 12/31/26)

ACTIVITY	Sr. Technical Advisor		Project Manager		Chief Eng./Planner Sr. Proj. Eng.		Sr. Eng./Planner		Proj. Eng./Planner		Engineer/Planner		Sr. Technician		Clerical		TOTAL		Avg. Hourly Rate
	Man Hours	Hourly Rate \$ 183.93	Man Hours	Hourly Rate \$ 149.23	Man Hours	Hourly Rate \$ 108.42	Man Hours	Hourly Rate \$ 84.82	Man Hours	Hourly Rate \$ 65.37	Man Hours	Hourly Rate \$ 54.15	Man Hours	Hourly Rate \$ 41.32	Man Hours	Hourly Rate \$ 24.04	Manhours By Activity	Salary Cost By Activity	
1. Selmon East Phase I Design Project Management		\$0.00	78	\$11,639.94	28	\$3,035.76		\$0.00		\$0.00		\$0.00		\$0.00	8	\$192.32	114	\$14,868.02	\$130.42
2.1 Selmon East Phase I Design Support		\$0.00	40	\$5,969.20	80	\$8,673.60	120	\$10,178.40	160	\$10,459.20	160	\$8,664.00	100	\$4,132.00	28	\$673.12	688	\$48,749.52	\$70.86
Total Man Hours	0	\$0.00	118	\$17,609.14	108	\$11,709.36	120	\$10,178.40	160	\$10,459.20	160	\$8,664.00	100	\$4,132.00	36	\$865.44	802	\$ 63,617.54	\$79.32
	Hours per month by position & total	0.00	19.67		18.00		20.00		26.67		26.67		16.67		6.00		133.67		
	Hours per week by position & total	0.00	2.27		2.08		2.31		3.08		3.08		1.92		0.69		15.42		
																		Basic Activities Maximum Limiting Fees (Salary Costs)	\$63,617.54
																		Cost Elements & Additives	
																		(a) 2.78 Multiplier	\$176,856.76
Direct Expenses		4.37%		\$ 2,780.09														SUBTOTAL (Cost Elements applied to Basic Activities Fee):	\$176,856.76
																		(d) Direct Reimbursables	\$2,780.09
																		Total Project Cost:	\$179,636.85
																		Maximum Limiting Amount:	\$179,636.85

HNTB PR 2027XXXX

Bridge Inspection Support

HI-0335

(7/1/26 – 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in oversight of the structures inspection program to ensure compliance with all applicable Federal Highway Administration (FHWA) National Bridge Inspection Standards (NBIS) and FDOT Bridge Management and Inspection requirements.

1. Project Management

- 1.1. Provide project manager to lead bridge inspection oversight and coordination activities on behalf of THEA.
- 1.2. Services will be provided as outlined for the Owners Representative in the scopes for the bridge and structures inspection contractors.
- 1.3. Manage technical resources to deliver project deliverables on time and within budget.
- 1.4. Provide regular progress report to the THEA and maintain the CPM schedule for this project.
- 1.5. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.6. Attend meetings and site visits as required to carry out above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Technical Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop and maintain tracking systems to ensure all NBIS inspection frequencies are met.
- 2.2. Review inspection reports for technical accuracy, completeness, coding consistency and compliance with applicable manuals and policies.
- 2.3. Provide quality assurance of bridge work order corrective actions and tracking open work orders.
- 2.4. Provide recommendations for bridge rehabilitation projects based on inspection report data and engineering judgement.
- 2.5. Provide support for emergency response inspections following storms, impacts or other incidents affecting structural integrity.

- 2.6. Provide structural engineering services related to bridge load rating and capacity evaluations.
 - 2.6.1. Perform or review bridge load ratings in accordance with current AASHTO, FDOT and FHWA requirements.
 - 2.6.2. Validate existing load ratings and update as necessary based on inspection findings, structural changes or deterioration.
 - 2.6.3. Provide recommendations for posting and posting avoidance.

Deliverables:

- a. Review of project documents
- b. Load rating reviews
- c. Posting recommendations

East Selmon Fence Replacement Support

HI-427

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide a project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress reports to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out the above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop a detailed, project specific scope of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. The scopes will include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders.
- 2.2. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- 2.3. Provide technical support on design and engineering aspects of the project.
- 2.4. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
- b. Staff Hour Estimate

Meridian Trail and Stormwater Support

HI-0285

(7/1/26 - 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide a project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress reports to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out the above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop a detailed, project-specific scope of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. The scopes will include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders.
- 2.2. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- 2.3. Technical Support
 - 2.3.1. Provide technical support on design and engineering aspects of the project.

2.4. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
- b. Staff Hour Estimate

HNTB PR 2027XXXX

Drainage Asset Management Support

HI-0311

(7/1/26- 12/31/26)

Scope Of Services

The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project as part of the delivery of the Capital Improvement Plan.

1. Project Management

- 1.1. Provide project manager to lead project development activities on behalf of THEA.
- 1.2. Manage technical resources to deliver project deliverables on time and within budget.
- 1.3. Provide regular progress report to the THEA and maintain the CPM schedule for this project.
- 1.4. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.
- 1.5. Attend meetings and site visits as required to carry out above services.

Deliverables:

- a. Progress Reports
- b. Meeting Minutes
- c. Project Decision Log

2. Design Support - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of this project. These tasks may include, but are not limited to, the following:

- 2.1. Develop a detailed, project specific scope of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. The scopes will include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders.
- 2.2. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- 2.3. Perform design phase reviews and provide written technical comments on engineering deliverables prepared by design consultants at defined milestones. These comments will focus

on compliance with applicable standards, consistency with THEA requirements, biddability, constructability, maintainability, and alignment with project scope, budget, and schedule.

2.4. Technical Support

- 2.4.1. Provide technical support on design and engineering aspects of the project.
- 2.4.2. The GEC shall assist THEA in proactively identifying, assessing, and managing project risks.
 - 2.4.2.1. Identification of schedule, cost, right-of-way, utility, permitting, and stakeholder risks during procurement and early design phases.
 - 2.4.2.2. Support development of risk mitigation strategies and risk allocation approaches.
- 2.4.3. Provide utility coordination support to assist THEA in identifying, evaluating, and managing utility impacts. The GEC shall function as a technical coordinator and liaison to support timely project delivery, minimize conflicts, and reduce risks related to utilities.
 - 2.4.3.1. Review available utility records, surveys, Subsurface Utility Engineering (SUE) data, and design plans to identify existing and proposed utility facilities within project limits.
 - 2.4.3.2. Assist THEA in identifying potential utility conflicts and relocation needs during design and construction.
 - 2.4.3.3. Assist THEA in confirming that utilities are appropriately addressed in design documents, including identification of relocations, protections, adjustments, and sequencing.
 - 2.4.3.4. Work directly with Utility Agency Owners (UAOs) to develop utility work schedules associated with relocations, adjustments or protections.
 - 2.4.3.5. Assist THEA in tracking progress of utility work relative to agreed-upon utility work schedules. Identify deviations from planned schedules and support coordination efforts to resolve conflicts or delays.
- 2.4.4. The GEC shall support the Authority in the preparation and documentation of FDOT Design Variations and Design Exceptions required for projects delivered in accordance with the FDOT Design Manual (FDM) and applicable FDOT standards. The GEC shall provide technical analysis, justification and documentation to assist THEA in variation and exception approvals in a timely and defensible manner.
- 2.4.5. Provide environmental permit coordination support to assist THEA in identifying and obtaining required environmental permits for capital improvement projects.
- 2.4.6. The GEC shall provide specifications review, pay item review and quality assurance support. The GEC shall function as an independent technical reviewer to help ensure that contract specifications are complete, constructible, and consistent with approved project scope and applicable standards.

2.5. Quality control on the design scope of services and staff hour estimate.

Deliverables:

- a. Design Scope of Services
- b. Staff Hour Estimate
- c. Plans Review
- d. Review of project documents

- 3. Construction Management Support** - The GEC shall provide construction support services to assist THEA in the successful delivery of this construction project. Services shall support procurement, construction engineering and inspection (CEI) oversight, risk management, as well as claims avoidance and resolution. These tasks may include, but are not limited to, the following:
- 3.1. Develop detailed, project-specific scope of services for use in the procurement of CEI services to be performed by other consultants. This scope shall include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services.
 - 3.2. Develop construction duration using the CPM method that accounts for MOT phasing, utility coordination and other constraints.
 - 3.3. Assist in performing quality assurance reviews of CEI teams and provide feedback and proposed corrective actions as necessary.
 - 3.4. Assist in providing independent construction claim reviews including cost and schedule impacts. Provide negotiations support and Disputes Review Board (DRB) preparation for claim resolution.
 - 3.5. Assist in project closeout with final estimate audits and maintenance of project warranties.
 - 3.6. Provide support on technical aspects of the project.
 - 3.7. As directed by the Authority, prepare and maintain a monthly report of construction project status for the Authority. This report shall include actual and anticipated payout curves, tracking of Florida Transportation Commission performance measures as well as SBE participation.
 - 3.8. Quality control on the construction duration CPM, construction scope of services and staff hour estimate.

Deliverables:

- a. Construction duration using CPM method
- b. CEI Scope of Services
- c. Staff Hour Estimate
- d. Monthly report of construction project status (As directed by THEA)

4. Construction Support

- 4.1. Bid Build Procurement Support
 - 4.1.1. Develop the ITB scope to be provided to THEA Procurement to support project advertisement.
 - 4.1.2. Provide technical support during the bid period, including responses to bidder inquiries and preparation of addenda materials.
 - 4.1.3. Conduct pre-bid conference and site visits for construction and maintenance contracts.
 - 4.1.4. Assist with bid evaluation, unbalanced bid reviews and preparation of bid tabulations and award recommendations.
- 4.2. Technical Assistance
 - 4.2.1. Provide support on technical aspects of the project.
- 4.3. Project closeout

4.3.1. Coordinate with the CEI consultant to verify that project close out is completed to THEA and FDOT requirements.

4.4. Quality control on the construction scope.

Deliverables:

a. ITB Scope

5. Drainage Maintenance Policy

5.1. Develop a maintenance policy for the systematic cleaning and inspection of THEA owned drainage infrastructure that includes storm sewer systems, ponds and pump systems.

Deliverables:

a. Drainage Maintenance Policy

BURGESS & NIPLE

1511 N. Westshore Boulevard | Suite 500 | Tampa, FL 33607 | 813.962.8689

Brian McElroy
Tampa Hillsborough Expressway Authority
1104 E. Twiggs Street
Tampa, Florida 33602

Re: West Selmon Extension
Structural Health Monitoring

June 1, 2026

Dear Mr. McElroy:

Burgess & Niple, Inc. (B&N) is pleased to submit this lump sum proposal to provide the installation of a crack monitoring system for the above-mentioned project. The following describes our understanding of the scope of work and anticipated schedule.

SCOPE OF SERVICES

Burgess & Niple (B&N), in collaboration with its subconsultant Bridge Diagnostics Inc. (BDI), will provide the continuation of monitoring the previously installed structural Health Monitoring system for the Selmon West Extension.

ONGOING MONITORING AND REPORTING:

B&N will provide ongoing monitoring services and monthly reporting for a period of 12 months from NTP. This task includes:

- Weekly review of system health, including verification of instrument communications, hardware status, and software performance
- Remote support for website access, data visualization, and system interface functionality
- Monthly data reports summarizing system performance, data trends, and notable monitoring observations

MAINTENANCE TRIP

- This task includes a single maintenance trip to be carried out during the monitoring period to identify and correct sensor malfunctions resulting from ongoing construction activities or other site-related factors affecting the structure or monitoring system. This task includes costs for mobilization, field work, and equipment. It is assumed that some sensors and sensor mounts will need to be replaced, see the list below for the assumed equipment requiring replacement. Any additional equipment requiring replacement will not be installed under this Scope, unless an amendment is provided.
 - QTY 1 Geokon 4420 12.5mm Crackmeter
 - QTY 2 Geokon Model 4050 Strain Gages
 - QTY 10 Mounting Bases for Model 4050 with adhesive studs.

WEBSITE AND DATA HOSTING

- This task includes the cellular service, data hosting, and website access costs needed to keep the monitoring system connected and the project data available for review throughout the 12-month monitoring period.

DELIVERABLES

Data will be available via a monitoring website by any user with authorized user credentials. From the website, the user can view up-to-date monitoring data, download data, and review any alarms that have been sent. B&N will coordinate with the THEA to incorporate requested revisions to data format and units, as allowable.

B&N will provide THEA twelve (12) monthly data-only reports for review and record. These reports will provide a summary of notable system/sensor observations throughout the given monthly period.

On-Going Monitoring will be provided during the twelve (12) month period, and will include:

- System alarm setup and response
- Telephone labor support for website questions
- Weekly check-ins on the system to monitor hardware and software for system anomalies
- System maintenance labor support.

Data will be available via a monitoring website by any user with authorized user credentials. From the website, the user can view up-to-date monitoring data, download data, and review any alarms that have been sent. B&N will coordinate with the Client/Owner to incorporate requested revisions to data format and units, as allowable.

No structural analysis of the data will be performed by B&N or its partners.

After the contracted period of twelve (12) months the removal of the monitoring system will not be performed as part of this contract.

OWNER'S RESPONSIBILITIES

- The owner shall be responsible for providing all existing plans or previously completed reports.
- Complete access to all portions of the site to allow for a thorough inspection.
- AC Power from the interior of the bridge will be required.

SCHEDULE

B&N shall begin monitoring the system as soon as NTP is provided. The maintenance trip coordination will occur to ensure maintenance efforts do not interfere with the pending construction along the bridge.

COMPENSATION FOR SERVICES

We propose to provide these services for a lump sum fee of \$146,300.

To accurately account for material and installation costs, the invoice schedule will be as follows:

Invoice 1:	\$7,583.00
Invoice 2:	\$7,583.00
Invoice 3:	\$7,583.00
Invoice 4:	\$7,583.00
Invoice 5:	\$7,583.00
Invoice 6:	\$54,271.00
Invoice 7:	\$8,616.00
Invoice 8:	\$7,583.00
Invoice 9:	\$7,583.00
Invoice 10:	\$7,583.00
Invoice 11:	\$7,583.00
Invoice 12:	\$7,583.00
Invoice 13:	\$7,583.00

Thank you for the opportunity to respond to your engineering needs. If you have any questions, please do not hesitate to contact us.

Very truly yours,

BURGESS & NIPLE, INC.

CLIENT



Drew Appler, PE
Project Manager

Client Signature



Scott D. Perfater, PE
Executive Vice President

Client Printed Name

Date

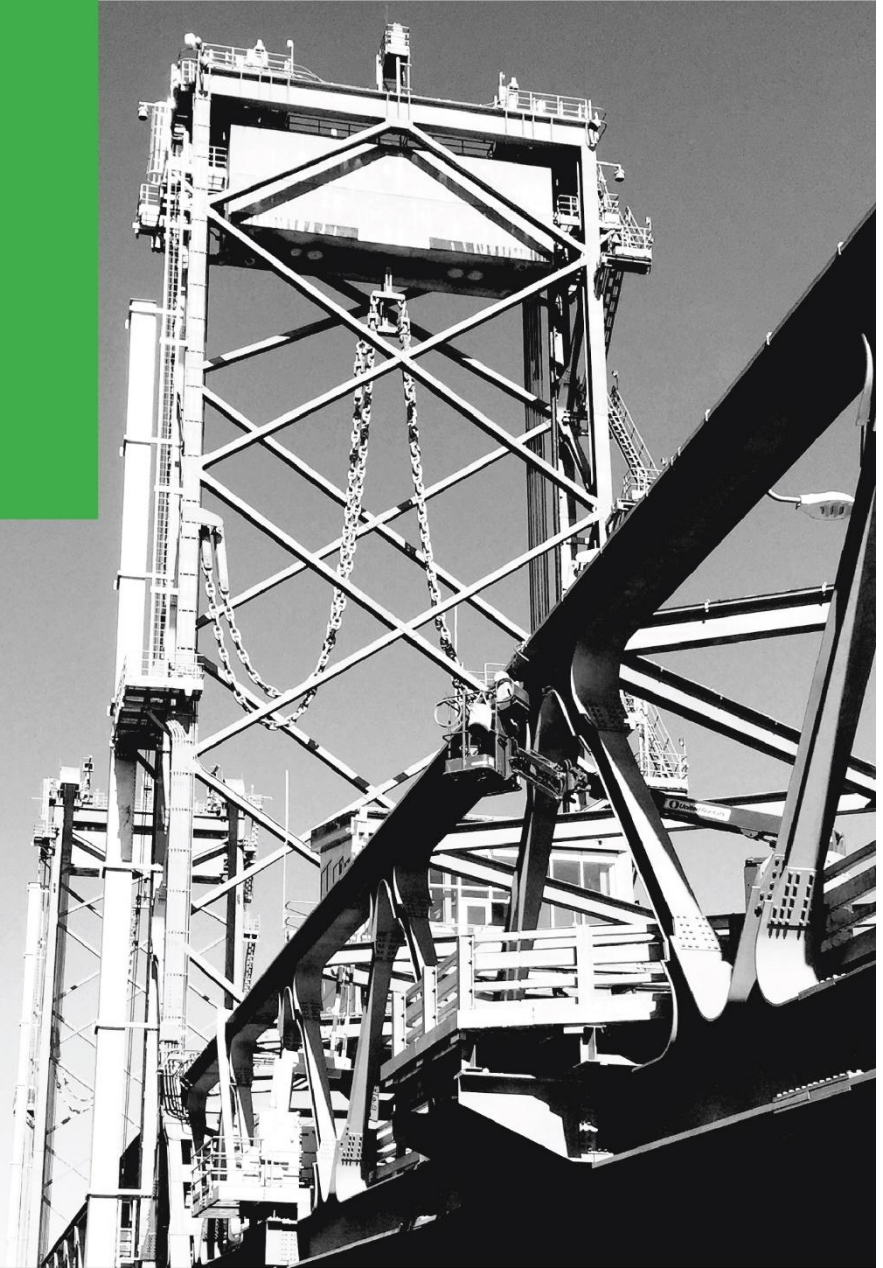
ATTACHMENT A
B&N Fee Breakdown

ATTACHMENT B
BDI Scope & Fee Breakdown

**SELMON WEST
EXTENSION SHM 2026-
2027**

May 20th, 2026

Version 1.0



*****CONFIDENTIAL INFORMATION*****

The information contained in this Proposal is the confidential property and trade secret of BDI. By accepting this Proposal, the recipient agrees that it will maintain the confidentiality of the information contained in this Proposal. The receiving party agrees that it will use the information contained in this Proposal only in the course of the proposed business relationship with BDI and will in no event disclose the information contained in the Proposal or use that information for any purpose other than in the course of its business relationship with BDI.

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4. Budget	6

1. BACKGROUND AND PROJECT OBJECTIVES

This proposal has been prepared in response to a request from Burgess & Niple, Inc. (the “Client”) and the Tampa Hillsborough Expressway Authority (THEA, the “Owner”) for an extension of monitoring services for the Selmon West Extension in Tampa, Florida.

BDI installed the current structural health monitoring system in May 2025. This proposal outlines the scope of work, deliverables, budget, and assumptions associated with continuing monitoring services for an additional twelve months from June 2026.

2. SCOPE OF WORK

As part of this work BDI will complete the following scope of work.

2.1 ONGOING MONITORING AND REPORTING

BDI will provide ongoing monitoring (OGM) services and monthly reporting for a period of 12 months from NTP. This task includes:

- Weekly review of system health, including verification of instrument communications, hardware status, and software performance
- Remote support for website access, data visualization, and system interface functionality
- Monthly data reports summarizing system performance, data trends, and notable monitoring observations

2.2 MAINTENANCE TRIP

This task includes a single maintenance trip to be carried out during the monitoring period to identify and correct sensor malfunctions resulting from ongoing construction activities or other site-related factors affecting the structure or monitoring system. This task includes costs for mobilization, field work, and equipment. It is assumed that some sensors and sensor mounts will need to be replaced. See the Assumptions and Required Field Support for the assumptions used for the budgeting of this task.

2.3 WEBSITE AND DATA HOSTING

This task includes the cellular service, data hosting, and website access costs needed to keep the monitoring system connected and the project data available for review throughout the 12-month monitoring period.

3. ASSUMPTIONS AND REQUIRED FIELD SUPPORT

BDI made the following assumptions to develop this proposal:

- + Scope Specific Assumptions:
 - Maintenance trip was assumed to be two field days with two field personnel.
 - Budget includes equipment costs for replacement of a maximum of:

- QTY 2 Geokon Model 4050 Strain Gages
 - QTY 1 Geokon 4420 12.5mm Crackmeter
 - QTY 10 Mounting Bases for Model 4050 with adhesive studs.
 - Monitoring Period of 12 months
- + Access and Traffic Control:
- Access and Traffic Control for the maintenance trip will be coordinated and paid for by the Client
 - Traffic Control will be required for accessing Finback sensors on Pier 3.
- + Site Occupancy and Delays
- If the site is occupied or undergoing concurrent activities, BDI will notify the Client of any safety concerns, delays, or impacts. Any resulting delay days will be billed on a time and materials basis.
- + Permits and Insurance
- Any permits or specialized insurance beyond BDI's standard commercial insurance will be coordinated and paid for by the Client.
 - BDI pricing assumes that current commercial general liability, professional liability, and workers compensation coverage is acceptable.
 - BDI has not included the development of, or procurement of, any environmental permits or investigations.
- + Training and Security Clearances
- Any training required for BDI staff to work or be involved with this project will be coordinated and paid for by Client unless otherwise explicitly stated elsewhere in this scope and fee.
 - Site-specific training, drug testing, and security clearances are not included. If required, BDI must be notified in advance to update the scope and fee accordingly.

4. BUDGET

BDI will complete the scope of work outlined above on a lump sum basis for an estimated total fee shown in the breakdown table below:

Task	Fee
Ongoing Monitoring and Reporting	\$43,349
Maintenance Trip	\$28,069
Website and Hosting Fees	\$17,863
Total Fee	\$89,281

Project will be invoiced according to the table below:

Invoice	Amount
Invoice 1	\$5,101
Invoice 2	\$5,101
Invoice 3	\$5,101
Invoice 4	\$5,101
Invoice 5	\$5,101
Invoice 6	\$5,101
Invoice 7	\$33,170
Invoice 8	\$5,101
Invoice 9	\$5,101
Invoice 10	\$5,101
Invoice 11	\$5,101
Invoice 12	\$5,101

Budget notes:

- + Proposal Validity
 - This proposal is valid for thirty (30) days from the date of submission.
- + Payment Terms
 - Payment terms are PWP+10.
- + Additional Work
 - Any work requested beyond the defined scope will require written authorization and may result in a change order for additional fees and schedule adjustments.
- + Delays
 - If BDI is delayed due to reasons outside of its control (e.g., lack of access, concurrent site activities, permit issues, or equipment delays), additional time will be billed at the daily standby rate of \$3750 USD/day, plus direct expenses.
- + Pricing Basis
 - All pricing assumes standard field access and working conditions. Specialized equipment,

- hazardous site protocols, or work in excess of standard hours (e.g., nights, weekends, holidays) may incur additional costs.
- The pricing provided assumes that prevailing wage requirements do not apply. If prevailing wage or Davis-Bacon Act conditions are required, BDI reserves the right to update this proposal to reflect associated cost and administrative impacts.
- + Subcontractors and Vendors
- Any third-party vendors or subcontractors included in this proposal are subject to availability. If substitutions are required, a revised estimate may be provided.
- + Permitting
- Any permits including but not limited to environmental, traffic control, local police, railroad, and others will be coordinated and paid for by the Client.
- + Contract and Insurance Assumptions
- Pricing assumes BDI's standard commercial general liability, professional liability, and workers compensation insurance are acceptable. Any additional or project-specific insurance requirements must be disclosed in advance and may require a change order.
 - This proposal is contingent upon execution of a mutually acceptable agreement between BDI and the Client. The agreement shall contain terms and conditions reasonably satisfactory to both parties, including but not limited to scope, schedule, payment terms, limitations of liability, and standard risk allocation. In the absence of a fully executed agreement, BDI reserves the right to withhold services, delay mobilization, or modify the proposed schedule and pricing.
 - BDI's total liability, including but not limited to indemnity, defense, and hold harmless obligations, shall not exceed the total fee paid for services under this agreement.
- + Tools and Equipment
- The use of BDI's standard equipment and tool kits is included in the pricing where applicable. Specialized tools may be subject to additional rental or usage fees.
- + Liability Limitation
- BDI's total liability under this agreement shall not exceed the total fee paid to BDI for services rendered.
- + Contract Type
- This proposal assumes a lump sum agreement unless otherwise noted. Alternate contractual structures may be subject to administrative fees or overhead adjustments.

TASK TITLE: B&N Post Tensioned Bridge Support Scope Of Services

Purpose & Need

THEA will require a consultant to assist with inspection and engineering efforts ongoing efforts along the Selmon West Extension Bridge.

Scope

B&N will provide THEA with engineers, inspectors and assistance throughout the Selmon West Extension Bridge.

THEA Contract No.: E-0525

Segmental Structure Engineering and Advisory Services

(7/1/26 - 6/30/27)

Scope Of Services

Hardesty and Hanover, LLC. (H&H), working closely with the GEC, shall provide bridge engineering and inspection services to assist the Authority with the maintenance of precast segmental bridges.

1. Project Management

- 1.1. Designate a project manager to lead project development.
- 1.2. Manage technical resources to deliver project deliverables.
- 1.3. Provide regular progress reports.
- 1.4. Attend meetings and site visits as required to carry out the above services.

Deliverables:

- a. Progress Reports

2. Bridge Engineering Services

- 2.1. Review analyses and details of proposed maintenance activities. The work may include performing analyses to review stresses in the segmental superstructures.
- 2.2. Prepare plans and specifications for maintenance activities related to the corrosion protection system of segmental bridge post-tensioning tendons.
- 2.3. Quality control on the engineering scope of services.

Deliverables:

- a. Review Comments
- b. Analyses Results
- c. Plans and Specifications

3. Bridge Inspection Services

- 3.1. Provide instruction to bridge inspectors with regard to the inspection of post-tensioning tendons and concrete surrounding tendon anchorages and deviations.
- 3.2. Provide on-site inspection review at the beginning of inspection activities.
- 3.3. Provide on-site inspection review of key findings at the end of the inspection activities.
- 3.4. Organize inspection records and consolidate the inspection findings in a master spreadsheet.
- 3.5. Make recommendations regarding maintenance activities, including long-term monitoring concept development.
- 3.6. Quality control on the bridge inspection scope of services.

Deliverables:

- a. On-site Training Materials
- b. Consolidated Inspection Findings

c. Recommended Maintenance Activities.

SUMMARY FEE SHEET

ATTACHMENT "A"

PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority
 H&H Contract No. E-0525
 CPMP HI-0013
 PRIME CONSULTANT: **H&H**

H&H Project No. 06982.0
Segmental Bridge Engineering and Advisory Services

ACTIVITY	Chief Engineer 2		Chief Engineer 1		Senior Engineer 2		Senior Engineer 1		Engineer 2		Engineer 1		Engineer Intern		Chief Designers		TOTAL		Avg. Hourly Rate		
	Man Hours	Hourly Rate \$ 103.84	Man Hours	Hourly Rate \$ 95.31	Man Hours	Hourly Rate \$ 86.34	Man Hours	Hourly Rate \$ 78.34	Man Hours	Hourly Rate \$ 73.02	Man Hours	Hourly Rate \$ 48.18	Man Hours	Hourly Rate \$ 40.38	Man Hours	Hourly Rate \$ 67.49	Staff Hours By Activity	Salary Cost By Activity			
1. Project Management		\$0.00		\$0.00	120	\$10,360.80		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	120	\$10,360.80	\$86.34
2. Segmental Bridge Engineering Services	40	\$4,153.60	120	\$11,437.20	80	\$6,907.20	480	\$37,603.20	320	\$23,366.40	160	\$7,708.80		\$0.00	240	\$16,197.60		\$107,374.00	1440	\$107,374.00	\$74.57
3. Segmental Bridge Inspection Services	40	\$4,153.60	40	\$3,812.40	400	\$34,536.00		\$0.00		\$0.00	200	\$9,636.00		\$0.00	120	\$8,098.80		\$60,236.80	800	\$60,236.80	\$75.30
Total Staff Hours																					
Total Salary [(SHxHR)]	80	\$8,307.20	160	\$15,249.60	600	\$51,804.00	480	\$37,603.20	320	\$23,366.40	360	\$17,344.80	0	\$0.00	360	\$24,296.40		\$177,971.60	2,360	\$177,971.60	\$75.41
Hours per month by position & total	13.33		26.67		100.00		80.00		53.33		60.00		0.00		60.00			393.33			
Hours per week by position & total	3.08		6.15		23.08		18.46		12.31		13.85		0.00		13.85			90.77			
																					Total
																					Basic Activities Maximum Limiting Fees (Salary Costs)
																					\$177,971.60
																					Cost Elements & Additives
																					\$0.00
Direct Expenses		4.37%		\$7,777.36																	(a) 2.746 Multiplier
																					\$488,710.01
																					SUBTOTAL (Cost Elements applied to Basic Activities Fee):
																					Subconsultant-
																					(d) Direct Reimbursables
																					\$7,777.36
																					Total Project Cost:
																					\$496,487.37
																					Budget Amount:
																					\$496,487.37



Tampa Hillsborough Expressway Authority
Miscellaneous Planning, Traffic and Pedestrian Facilities
Contract No. P-1225

Task Work Order: Meridian Trail Design Support Services
June 2026

PROJECT OVERVIEW

WSP has supported the Tampa Hillsborough Expressway Authority (THEA) in developing the Meridian Stormwater Trail Vision and advancing early corridor concepts as part of the broader Meridian Avenue Corridor Refresh. These efforts have established a cohesive design framework integrating stormwater enhancements, multimodal facilities, and placemaking elements.

As THEA advances into the next phase of design procurement and implementation, WSP will provide continuity between the approved vision and subsequent design development. This scope focuses on design oversight, technical support, and coordination to ensure that the intent of the Meridian Vision is consistently carried through detailed design, documentation, and delivery.

WSP will advise on supporting procurement, reviewing consultant deliverables, and providing ongoing technical guidance throughout the design process.

SCOPE OF WORK

Task 1. Design Oversight and Technical Review

WSP will provide ongoing review of design consultant deliverables to ensure consistency with the Meridian Corridor Vision and Stormwater Trail framework.

Activities may include:

- Review design submissions at key milestones (anticipated: 30%, 60%, 90%)
- Evaluate consistency with:
 - Adopted Vision and corridor character
 - Stormwater trail design intent and connectivity
 - Multimodal safety and accessibility principles
 - Streetscape and public realm concepts
 - Provide written review comments and participate in review workshops
- Identify potential design deviations, risks, or inconsistencies, and recommend solutions
- Support refinement of:
 - Typical sections
 - Trail alignment and node programming
 - Stormwater features and integration with public realm
- Coordinate with THEA and design consultant to resolve comments and maintain design progression

Deliverables

- Technical review memoranda for each design milestone
- Consolidated comment logs
- Meeting participation and summary notes

Task 2. Stormwater Trail and Public Realm Advisory Support

WSP will provide subject matter expertise specific to the stormwater trail, wellness programming, and placemaking components that are central to the Meridian Vision.

Activities may include:

- Provide advisory input on:
 - Trail experience and user programming
 - Integration of stormwater infrastructure as an amenity
 - Node development (community spaces, exercise zones, interpretive features)
- Support refinement of wayfinding, identity, and branding elements
- Advising constructability considerations related to trail and landscape features
- Coordinate with design consultant on maintaining design continuity across segments

Deliverables

- Technical guidance summaries (as needed)
- Annotated exhibits or redlines supporting design refinements

Task 3. Stakeholder Coordination and Design Integration

WSP will support THEA in coordinating across internal departments and external stakeholders to maintain alignment throughout design development.

Activities may include:

- Facilitate coordination with:
 - THEA staff
 - Design consultant team and GEC
 - Other supporting consultants (e.g. traffic, utilities, stormwater)
- Participate in up to one monthly coordination meetings
- Assist in resolving any interdisciplinary or design conflicts between
 - Transportation design
 - Stormwater design
 - Trail and public realm features
- Support preparation of briefing materials for leadership updates

Deliverables

- Meeting summaries

- Coordination support documentation
- Leadership briefing materials (as needed)

Task 4. Project Management and Coordination

WSP will assign a dedicated Project Manager (PM) to serve as the primary point of contact to THEA. The PM will ensure timely and responsive communication, manage coordination across all project tasks, and facilitate collaboration across discipline leads and key THEA staff. To support decision-making, the PM will maintain a timeline of key decisions, identifying responsible parties and required input or approvals.

WSP will perform the following activities:

- **Project Oversight** to monitor progress across all tasks and ensure alignment among stakeholders.
- **Reporting and Invoicing** with invoices submitted per contract terms, accompanied by progress reports detailing meetings held and work completed.
- **Stakeholder Coordination** facilitating engagement with relevant internal stakeholders to THEA to support project delivery.

Assumptions

- WSP will provide oversight and advisory services only and will not serve as the Engineer of Record.
- Detailed engineering design, analysis, and production will be performed by the selected design consultant.
- Review cycles are assumed at 30%, 60%, and 90% design milestones; additional reviews may require scope modification.
- Coordination meetings are assumed to occur on a monthly basis, unless otherwise requested.
- No new survey, environmental analysis, or engineering modeling is included in the scope.

SCHEDULE AND FEE

This work will be completed on a time-and-materials basis, **not to exceed \$58,564.29**. This amount will not be exceeded without prior written authorization from THEA. Project management, including invoicing, is included within this task.

Work and fee are anticipated over a twelve (12)-month period, from July 1, 2026 to June 30, 2027.



ATTACHMENT A: ESTIMATE OF WORK

Task Work Order:
 Project Manager:
 Contract Number:
 Project Description:
 Completion Date:

TBD
 Bob Frey
 P-1225
 Meridian Design Review and Support Services
 30-Jun-27

Tasks		Project Manager 2	Landscape Architect	Chief Landscape Architect	Chief Engineer 1	Engineer 1	Chief Planner	Project Planner	Senior Planner	Graphic Designer	Planner	Community Outreach Specialist - Senior	Secretary/Clerical	Staff Hours by Activity	Burdened Cost by Activity
Loaded rates based on averaged base rate per classification with overhead, fixed fee, and FCCM		\$241.60	\$191.24	\$184.68	\$312.64	\$184.67	\$230.55	\$135.30	\$248.63	\$182.77	\$133.30	\$181.15	\$133.64		
1	Design Oversight and Technical Review														
	Design Milestone Review	6	25		14			15						60	\$12,629.41
	Comment logs	6	8					24						38	\$6,226.72
	Meeting participation Notes/Summaries	4	24											28	\$5,556.16
2	Stormwater Trail and Public Realm Advisory Support														
	Technical guidance summaries	12	26		10			20						68	\$13,636.19
	Annotated exhibits/redlines of design refinements	2	6											8	\$1,630.64
3	Stakeholder Coordination and Design Integration														
	Coordination documents/Summaries	10	16				5	17						48	\$8,912.45
	Leadership briefings	4	4				4	2						14	\$2,924.16
4	Project Management														
	Project Meetings	10	6											16	\$3,563.44
	Project Management, Administration and Communications	10											8	18	\$3,485.12
	Total Staff Hours by Classification	64	115	0	24	0	9	77	0	0	0	0	8	297	\$58,564.29
	Total Staff Cost (Unburdened) by Classification	\$15,462.40	\$21,984.95	\$0.00	\$7,503.36	\$0.00	\$2,074.95	\$10,469.51	\$0.00	\$0.00	\$0.00	\$0.00	\$1,069.12		

Total \$58,564.29



Tampa Hillsborough Expressway Authority
Miscellaneous Planning, Traffic and Pedestrian Facilities
Contract No. P-1225

Task Work Order: Selmon Greenway East
Adamo Concept Refinement
12th Street to 19th Street

PROJECT OVERVIEW

The Tampa Hillsborough Expressway Authority (THEA) has advanced the Selmon Greenway Master Plan to enhance multimodal connectivity, public realm activation, and environmental resilience along the Selmon Expressway corridor. Building on prior planning efforts, this focuses on refining the Selmon Greenway East Vision Concept between 12th Street and 19th Street along Adamo Drive.

WSP will support THEA through existing conditions assessment, concept refinement, and stakeholder coordination to advance a technically grounded and context-sensitive vision for the corridor. This work will leverage prior analyses to integrate evolving development activity within Ybor City and surrounding areas to ensure the concept is responsive to near-term opportunities and long-term implementation feasibility.

The project is structure to evaluate corridor conditions and constraints, translate findings and stakeholder input into a refined conceptual design, and coordinate closely with agencies, developers, and partners to align investments and maximize connectivity, activation, and community benefit. The outcome is to be a cohesive set of concept refinements, visualization, and supporting documentation that advance the Selmon Greenway East as an implementable, partner-supported corridor vision consistent with THEA's broader system and community goals.

SCOPE OF WORK

Task 1. Existing Conditions Analysis & Site Investigation

WSP will execute background and existing conditions analysis, and site investigation from 12th Street to 19th Street along Adamo Drive. These analyses will be based and built upon previous analyses performed for the Selmon Greenway Master Plan and will incorporate future development plans and considerations. These findings will provide a holistic assessment of opportunities and constraints and will inform stakeholder involvement and concept alternatives for the Selmon Greenway East Vision Concept.

WSP will perform the following activities:

- **Existing Conditions Review and Site Investigation** that includes data collection and the overlay of existing infrastructure, greenspace + trails, transportation + mobility, natural environment, culture + history, and demographic information.
- **Contamination Evaluation Oversight** that includes technical oversight and professional consultation with the contamination consultant. WSP will review the Contamination Screening Evaluation Reports or the analysis of the corridor and provide technical comment/feedback. WSP will not be conducting contamination analysis.

- **Surrounding Development Future Conditions Investigation** focused on the collection and review of development plans (Gas Worx, Ybor Harbor, Port of Tampa, etc.) within the concept area to identify points of connection, activation areas, and potential project partners.
- **Stormwater Assessment** of existing Stormwater Management Facilities (SMF) and evaluation of Best Management Practices (BMP) of THEA parcels from 12th to 19th Street.
- **Opportunities and Constraints** will be compiled from analysis findings to inform decision making, evaluate feasibility, and identify potential funding opportunities for concept alternatives.

Assumptions

- The Existing Conditions Analysis and Stormwater Assessment will utilize previous analyses performed for the Selmon Greenway Master Plan, 12th Street Stormwater Park 30% Design Package, and the Meridian Corridor Stormwater Vision.
- This scope of work does not include new site surveys and uses best available survey data, City of Tampa GIS inventories, and previous data transfers from THEA.
- This scope of work does not include stormwater analysis or design computations.
- This scope of work does not include contamination evaluation.

Deliverables

- Existing, Future and Stormwater Findings Memo
- Opportunities and Constraints Summary Diagram

Task 2. Concept Development

This task includes concept revisions to the Selmon Greenway between 12th Street and 19th Street. This effort will develop an appendix to the Selmon Greenway Master Plan, and design changes will be based on surrounding development plans, coordination with stakeholders, and any new direction from THEA's future projects. The greenway design will include sketch concepts, conceptual models, renderings, and refined collaboration with THEA staff. WSP will generate new content, update graphics, visualizations, and supporting narrative to reflect refinements and ensure consistency across all materials.

WSP will perform the following tasks:

- **Site Concept Plan:** To include sketches, diagrams, plans, and conceptual sections.
- **3D Model development:** Generating a three-dimensional model to share design recommendations, verify design intent, and act as the framework for renderings.
- **Renderings:** Based on the 3D modeling subtask, this effort will include a combination of perspective, section, and plan renderings showing the character and design intent of the Conceptual Design Refinements.
- **Presentation:** Developed in PowerPoint, this subtask will develop a project summary to be used for coordination with THEA leadership and stakeholders.
- **Concept Design Report:** To include design narrative, all findings from other tasks, and detailed breakdown of various elements laid out in the Site Concept Plan

Assumptions

- WSP will be provided with latest development plans surrounding the study area.

- No structural assessment will be conducted.
- No cost estimation included as part of this scope.

Deliverables

- Preliminary Concept Refinements
- Final Concept Refinements
- PPT Presentation

Task 3. Stakeholder Coordination

This task includes coordination with partner agencies, jurisdictions, organizations, and adjacent developers to ensure the Selmon Greenway East Vision Concept is responsive to the surrounding context, integrates planned and proposed developments, and reflects shared priorities. This effort will build upon findings from Task 1 and directly inform concept refinement under Task 2.

WSP will facilitate a structured coordination process focused on information exchange, alignment of design intent, and integration of stakeholder input into the conceptual design. Engagement will emphasize understanding planned investments, identifying opportunities for connectivity and activation, and resolving potential conflicts early in the concept development process.

WSP will perform the following activities:

- **Stakeholder Identification and Coordination Planning:** Confirm key stakeholders, coordination approach, and engagement sequencing in coordination with THEA.
- **Agency and Partner Coordination Meetings:** Conduct targeted meetings (virtual or in-person) with agencies, jurisdictions, and organizations (e.g. FDOT, City of Tampa, CRA) to review corridor conditions, planned improvements, and design considerations.
- **Developer Coordination:** Engage adjacent developers and major stakeholders (e.g. Gasworx, Ybor Harbor, Port Tampa Bay, YCDC) to understand site plans, development phasing, frontage conditions, and opportunities for integration with the Selmon Greenway.
- **Design Integration and Context Alignment:** Document stakeholder input and incorporate relevant elements into the concept development, including connections, access points, activation areas, and interface treatments.
- **Materials Development and Facilitation:** Prepare coordination materials (presentation graphics, exhibits, and summaries) to support productive discussions and communicate design intent.
- **Comment Documentation and Response:** Consolidate stakeholder feedback, track input received, and document how coordination influenced and refined the concept.
- **Coordination with CRA:** Provide materials (exhibits, presentations, and graphics) for focused coordination with the CRA to ensure alignment with redevelopment goals, public realm investments, and funding opportunities.

Assumptions:

- Coordination will consist of a focused series of stakeholder meetings aligned with key concepts development milestone.
- Engagement will be targeted (not a broad public involvement efforts) and coordinated through THEA.

- Stakeholders will provide available development plans, exhibits, and relevant technical information to inform design integration.
- Meetings will be conducted virtually or in-person as appropriate.
- This task does not include formal public engagement events or ongoing online engagement platforms.

Deliverables

- Meeting materials (graphics, exhibits, and coordination graphic)
- Stakeholder Input Summary (key themes, priorities, and coordination outcomes)

Task 4. Project Management and Coordination

WSP will assign a dedicated Project Manager (PM) to serve as the primary point of contact for THEA. The PM will ensure timely and responsive communication, manage coordination across all project tasks, and facilitate collaboration across discipline leads and key THEA staff. To support decision-making, the PM will maintain a timeline of key decisions, identifying responsible parties and required input or approvals.

WSP will perform the following activities:

- **Project Communication** to manage all communication channels, including correspondence, virtual Teams meetings, and in-person coordination.
- **Project Oversight** to monitor progress across all tasks and ensure alignment among stakeholders.
- **Reporting and Invoicing** with invoices submitted per contract terms, accompanied by progress reports detailing meetings held and work completed.
- **Stakeholder Coordination** facilitating engagement with relevant internal stakeholders to THEA to support project delivery.

Assumptions

- WSP will conduct bi-weekly briefings with THEA, as requested.

Deliverables

- Project Schedule/Work Plan
- Invoicing and Progress Reports

SCHEDULE & FEE

The project is anticipated to be completed over a five (5)-month period, beginning with a Notice to Proceed (NTP) on July 1. The schedule is structured to align early technical analysis and concept development with targeted stakeholder engagement and key decision milestones.

Initial efforts in July and August will focus on existing conditions review and development of preliminary concept layouts, establishing the technical foundation for stakeholder discussions. Early coordination with THEA leadership, including CEO-level check-ins in late July, will ensure alignment on project direction.

Stakeholder engagement will occur in August and early Fall, including focused coordination with agencies, developers, and partners, followed by dedicated engagement with the Community Redevelopment Area (CRA) in September and October. These milestones will coincide with the advancement of refined concept layouts and full renderings, enabling informed feedback and design iteration.

The project will conclude before the end of the year with the delivery of the final concept documentation, incorporating technical findings, stakeholder input, and refined visualizations to support implementation and future project development.

This work will be completed on a time-and-materials basis, not to exceed \$157,657.68 as detailed in Attachment A. This amount will not be exceeded without prior written authorization from THEA. Project management, including invoicing, is included within this task.

Work and fee are anticipated over a five (5)-month period.

Task Work Order: **TBD**
 Project Manager: Bob Frey
 Contract Number: P-1225
 Project Description: Selmon Greenway East: Adamo Concept Refinement
 Completion Date: 30-Dec-26

Tasks	Loaded rates based on averaged base rate per classification with overhead, fixed fee, and FCCM															Staff Hours by Activity	Burdened Cost by Activity
	Project Manager 2	Landscape Architect	Chief Landscape Architect	Senior Engineer 2	Senior Engineer 1	Engineer 1	Engineering Technician	Chief Scientist	Chief Planner	Project Planner	Senior Planner	Graphic Designer	Planner	Community Outreach Specialist - Senior	Secretary/Clerical		
1 Existing Conditions Analysis	\$241.60	\$191.24	\$184.68	\$308.44	\$270.79	\$184.67	\$114.17	\$216.08	\$230.55	\$135.30	\$248.63	\$182.77	\$133.30	\$181.15	\$133.64		
Existing Conditions Review/Site Investigation	2	16							4	24						46	\$7,712.44
Contamination Evaluation Oversight								8								8	\$1,728.64
Opportunities and Constraints	4	24							4	24						56	\$9,725.56
2 Programming, Sketches, & Concept Development																	
Site Concept Plan	16	40			24				4	40			32			156	\$28,613.96
3D Modeling		24								40			40			104	\$15,333.76
Renderings	2	16								40			40			98	\$14,287.04
Presentation	4	16								24						44	\$7,273.44
Concept Design Report	4	32							4	40						80	\$13,420.28
3 Stakeholder Coordination																	
Stakeholder Coordination Meetings	40	32							40	16						128	\$27,170.48
CRA Coordination	24	8							24	8						64	\$13,943.92
Summary of Stakeholder Feedback	16								16							32	\$7,554.40
4 Project Management & Coordination																	
Schedule	4	4														8	\$1,731.36
Project Meetings	12	12														24	\$5,194.08
Project Management, Administration and Communications	12														8	20	\$3,968.32
Total Staff Hours by Classification	140	224	0	0	24	0	0	8	96	256	0	0	112	0	8	868	\$157,657.68
Total Staff Cost (Unburdened) by Classification	\$33,824.00	\$42,837.76	\$0.00	\$0.00	\$6,498.96	\$0.00	\$0.00	\$1,728.64	\$22,132.80	\$34,636.80	\$0.00	\$0.00	\$14,929.60	\$0.00	\$1,069.12		

Subtotal \$157,657.68

Total \$157,657.68



TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY

SCOPE OF WORK

TASK WORK ORDER: FY 27 US 301 STUDY PLANNING AND FEASIBILITY/PD&E TECHNICAL SUPPORT

JUNE 2026

Overview

The Tampa Hillsborough Expressway Authority (THEA) was asked by the Hillsborough Board of County Commissioners (BOCC) to evaluate the feasibility of a potential toll facility along US 301. THEA initiated early planning and stakeholder engagement in Fiscal Year 2024 (FY24) and has since advanced into a formal feasibility study phase, to be followed by Project Development and Environment (PD&E) study.

The US 301 Feasibility Study, extending from State Road (SR) 674/Sun City Boulevard to the Selmon Expressway, commenced in January 2026 and includes alternatives development, as well as ongoing community and stakeholder engagement and coordination.

WSP previously supported THEA with early planning, technical analysis, and stakeholder engagement for the US 301 corridor in FY25 for the sections between Big Bend Road and the Selmon Expressway. Building on this effort, WSP will continue to provide technical planning support, coordination, and independent review services to assist THEA throughout the Feasibility and PD&E Studies.

Services to be Performed

WSP, as part of the Miscellaneous Planning, Traffic, and Pedestrian Facilities Consultant Services contract for THEA, will provide technical planning support, coordination, and independent review services for the US 301 Feasibility and PD&E Studies from SR 674 to the Selmon Expressway.

WSP's role is to complement, but not duplicate, the efforts of the PD&E consultant (Lochner) and THEA's General Engineering Consultant (GEC). Services will focus on technical planning review, coordination support, and consistency with prior planning efforts, agency objectives, and community engagement initiatives.

Services will be performed at the direction of THEA and within the established budget and level of effort.

Key services may include:

- Technical review of Feasibility and PD&E Study documents
- Participation in Hillsborough County Planning Commission (Planning Commission) and local jurisdiction planning activities, including public workshops, meetings, and related analysis
- Agency and elected official coordination and briefing support
- Review of community plans and planning reports for consistency
- GIS, mapping, and project visualization support
- Development and review of project materials and presentations
- Meeting coordination, attendance, and documentation

THEA will assign tasks, manage work assignments, and review deliverables. THEA will provide available data and information necessary to support the services.

1. Feasibility/PD&E Study Technical Review Services

WSP will provide technical planning review and advisory support to THEA throughout the Feasibility and PD&E Studies. This includes coordination with the PD&E consultant (Lochner) and THEA's GEC to support consistency with PD&E requirements, prior planning efforts, and project messaging.

WSP will review key work products anticipated to be developed during FY27, as requested by THEA.

These may include:

- Schedule and work plan updates
- Purpose and Need documentation (as applicable)
- Public Involvement Plan (PIP)
- Class of Action coordination and documentation
- Traffic and technical analysis methodologies
- Initial environmental and engineering documentation

WSP will provide comments to THEA through formal comment matrices and coordinate with THEA and the PD&E consultant, as needed.

WSP will participate in regularly scheduled coordination meetings and provide on-call technical planning support.

Deliverables may include:

- Technical review comments matrices
- Meeting summaries and follow-up action items

2. Hillsborough County Community Plan Update Consistency Coordination

WSP will continue coordination with the Planning Commission to support alignment between the US 301 Feasibility/PD&E Studies and the Riverview Community Plan Update. WSP will support consistency reviews with the Riverview Community Plan Update Vision and Goals (April 2026) and assist in facilitating a coordinated and cohesive dialogue with the community. WSP will provide planning guidance, research, and analysis to support alignment between ongoing planning efforts and the Study.

WSP may also support coordination with adjacent communities within the broader study area of influence, including Wimauma and Sun City, as requested by THEA.

Services may include:

- Coordination with local stakeholders, community representatives, and agency partners, as requested
- Support for additional engagement activities specific to adjacent communities
- Assessments of connectivity, access, and indirect effects or opportunities related to the study area evaluation
- Identification of community-specific considerations to inform the broader planning coordination process

Deliverables may include:

- Summaries of Planning Commission coordination and planning activities/outcomes
- Consistent engagement materials aligned with US 301 Study and Community Plan goals
- Workshop coordination, preparation, and attendance support
- Supporting research and planning documentation

3. Engagement and Project Coordination Meetings

WSP will continue to support any activities or presentation requests related to the initial launch of the US 301 Speakers Bureau (up to five (5)).

WSP will participate in regular Feasibility/PD&E Study coordination meetings, anticipated to occur bi-weekly or monthly, as directed by THEA. WSP will attend and support the Feasibility/PD&E Study team with the development of one (1) Public Kickoff Meeting scheduled October 2026 and one (1) Public Information Meeting scheduled June 2027.

WSP may provide up to three (3) staff members to attend each meeting, as requested. Draft materials should be provided for review at least two weeks prior to scheduled meetings.

WSP may also assist in developing and refining project fact sheets and presentation materials, as requested.

Speakers Bureau Meeting Deliverables may include:

- Presentation materials and consistency reviews
- Coordination meeting summaries

Study Team Meetings Deliverables may include:

- Meeting summaries and participation
- Support for development and review of public meeting materials
- Attendance at public meetings (as requested)

4. Technical Research and Planning Analysis

WSP will provide technical research and planning analysis services to support THEA in responding to community needs and supplemental planning efforts not covered under the PD&E consultant's scope.

This may include:

- Review of adopted and draft community plans and comprehensive plan elements
- Evaluation of growth trends, land use, and development activity
- Identification of planning considerations related to mobility, access, and multimodal connectivity
- Assessment of the relationship between community planning efforts and transportation needs

Deliverables may include:

- Research matrices and supporting documentation
- Planning consistency summaries
- Technical Memorandums documenting key findings

5. General Management Services

WSP will attend staff, Board, agency, and stakeholder meetings, as requested. The Consultant will manage project administration, including financial coordination, progress reporting, and invoicing, and will conduct regular update meetings with the THEA Project Manager throughout to document development. WSP will also coordinate closely with THEA Planning staff on ongoing efforts and status updates, including weekly project meetings to support review activities and guide study development.

Schedule

The anticipated Period of Performance start date is July 1, 2026, and expected to terminate June 30, 2027.

Estimate of Work

This effort is not to exceed \$214,579.56. Attachment A provides the estimate of work.



ATTACHMENT A: ESTIMATE OF WORK

Task Work Order:
Project Manager: Bob Frey
Contract Number: P-1225
Project Description: US 301 Study Planning and Feasibility/PD&E Technical Support
Completion Date: 30-Jun-27

Tasks		Project Manager 2	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Senior Engineering Technician	Engineer 1	Chief Planner	Transportation Data Analyst	Graphic Designer	Community Outreach Specialist - Senior	Secretary/Clerical	Staff Hours by Activity	Burdened Cost by Activity
Loaded rates based on averaged base rate per classification with overhead, fixed fee, and FCCM		\$241.60	\$338.31	\$308.44	\$270.79	\$134.17	\$184.67	\$230.55	\$142.01	\$182.77	\$181.15	\$133.64		
1	FY 27 Feasibility/PD&E Technical Review Services													
a	Review of Schedule, Work Plan Revisions, ETDM Updates, Purpose and Need Updates, Public Involvement Plan, Class of Action	24	12					40	4				80	\$19,648.16
b	Review of technical documents including Traffic Methodology and draft report, and Alternatives Analysis Reports	20	48	12	40	8	12	24	8				172	\$45,562.44
c	Consultation and coordination with consultants/THEA regarding reviews (comment tracking/meetings)	40	2					40	8		8	12	110	\$23,751.58
2	Hillsborough County Community Plan Update Consistency Coordination													
a	Community Plan Update Goals Coordination and Materials Alignment	12						12	36	24	8		92	\$16,613.84
b	Planning Commission Community Plan Engagement Meetings/Workshops	8						12		8	8		36	\$7,610.76
c	Planning Consistency Monitoring and Coordination with Agencies	20	4					12			4		40	\$9,676.44
d	Community Plan Updates Consistency Planning Research and Analysis	8						8	24			4	44	\$7,720.00
3	Engagement and Project Team Meetings													
a	Speakers Bureau Support and Project Team Meeting Attendance	12	8					8	10		20		58	\$12,493.18
b	Review of engagement materials for briefings and presentations (Fact Sheets, Presentations)	8	4					12	8		8		40	\$8,637.92
4	Technical Research and Planning Analysis													
a	Miscellaneous Analysis and Coordination	24						60	40		40	20	184	\$35,230.60
5	General Management Services													
a	Project Management/Consultation/Oversight	100										26	126	\$27,634.64
Total Staff Hours by Classification		276	78	12	40	8	12	228	138	32	96	62	982	\$214,579.56
Total Staff Cost (Unburdened) by Classification		\$66,681.60	\$26,388.18	\$3,701.28	\$10,831.60	\$1,073.36	\$2,216.04	\$52,565.40	\$19,597.38	\$5,848.64	\$17,390.40	\$8,285.68		

Subtotal \$214,579.56
Total \$214,579.56