



**CITY COUNCIL  
ZEPHYRHILLS, FLORIDA**

**Tuesday, November 12, 2024  
6:00 PM**

Please join the GoToMeeting  
from your computer, tablet or smartphone:

<https://meet.goto.com/170588469>

or dial in using your phone:

**+1 (408) 650-3123 - Access Code: 170-588-469**

(Please mute your phone unless you wish to speak on a specific item)

**Zephyrhills  
City Hall**

**Council  
Chambers**

Call to Order – Council President Kenneth M. Burgess Jr.

Roll Call – Acting City Clerk Ricardo Quiñones

Invocation – Pastor Dennis Harmeson, Awake Wesleyan Church

Pledge of Allegiance – Council President Kenneth M. Burgess Jr.

**CITIZEN COMMENTS**

**1. MAYOR**

- 1.1 Proclamation - Bill Nye
  - 1. 2024 Bill Ney Realty
- 1.2 ZEDC Update - Dr. Randy Stovall
- 1.3 Water Use Permit update - Michelle Hays and Michael Clark
  - 1. Water Use Permit Council Presentation\_10.14.2024
- 1.4 Moratorium on Residential Development
  - 1. Developments In Queue (2)

**2. CONSENT ITEMS**

- 2.1 Agreement 41-24-37 - Sign Printer Piggyback Agreement
  1. Agreement to Piggyback(31685613.1)
  2. trafficJet-xpress-product-overview
  3. Quote\_QTE1437 cutting table
  4. Quote\_QTE1335 printer & roller
  5. ITB-24-24741 COMPLETE CONTRACT FILE (1)-min
  6. Printer Price Confirmation 06NOV24
  7. Piggyback Approval Hillsborough County(31685934.1)
  8. Approval To Piggyback - ITB-24-24741(31685938.1)
- 2.2 Outside Utility Agreement 45-24-34 - Regina & Lula Wade  
5311 Lantana St, Zephyrhills, FL 33542
  1. Outside Utility Agreements - Regina & Lula Wade - 5311 Lantana Street
- 2.3 Purchase Telehandler for Public Works Department
  1. TL1055 CITY OF ZEPHYRHILLS QUOTE 10-24
  2. TL1055
- 2.4 Agreement 41-22-12A - Infotect Piggyback Extension Agreement
  1. Piggyback Extension Agreement 41-22-12A -- InfoTect(31686024.1)
  2. THEA Final-Board-Minutes-06.24.2024-see page 9
  3. THEA Final-Board-Packet-6.24.2024-2-see page 251
  4. 41-22-12 Infotect Design Solutions, Inc. - piggyback
  5. 2022-03 Infotect Consent to Piggyback off THEA Agreement
  6. Infotect -THEA contract O-01021\_SIGNED
- 2.5 Grant Agreement Z4373 with FEMA - Hurricane Milton DR4834
  1. SR-DR4834-FL-Zephyrhills City of-Funding Agreement

### 3. FINANCE DIRECTOR'S REPORT

- 3.1 Agreement 37-24-14 - Carlisle Thompson, LLC - FEMA Public Assistance Grant  
Management Support Services (piggyback)
  1. Agreement to Piggyback - Carlisle Thompson\_ LLC - FEMA Reimbursement  
Consultant(31687151.1)

### 4. CITY MANAGER'S REPORT

- 4.1 City Hall Lobby Wall Signage
  1. Zephyrhills Branded Lobby Wall Sign (Mockup)

### **MAYOR ANNOUNCEMENTS**

### **CITY MANAGER ANNOUNCEMENTS**

### **CITY ATTORNEY ANNOUNCEMENTS**

### **CITY COUNCIL COMMENTS**

### 5. NOTED ITEMS

- 5.1 **Right of Way Dedication**  
14th Avenue by West Zephyrhills Elementary
  1. Right of Way Dedication - 14th Ave by West Zephyrhills Elementary



- 5.2 Work Order No. 24-166 - Kimley-Horn and Associates, Inc., for design and engineering of Depot Museum Parking Lot for paving
1. KH W.O. 24-166 Depot Parking 08NOV24

**ADJOURN**

**\* PLEASE NOTE: This is a Public Meeting. Should any interested party seek to appeal any decision made by the Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. F.S. 286.0105. If you are a person with a disability which requires reasonable accommodation in order to participate in this meeting, please contact the City Clerk at 813/780-0000 at least 48 hours prior to the public hearing. A.D.A. and F.S. 286.26.**



## ***PROCLAMATION***

**WHEREAS**, Bill Nye Realty opened in Pasco County in 1974 and was the first Century 21 franchise in the county in 1975, and

**WHEREAS**, Bill and Andrea Nye moved to Zephyrhills in 1971 to teach in the local school district, he as a math teacher and “Andy” as a physical education teacher, and

**WHEREAS**, both became actively involved in the local community, both personally and as businesspeople, and

**WHEREAS**, the first Century 21 office was located at Highway 301 and what is now Eiland Boulevard, and brought numerous new businesses to town that have shaped the community including KFC, McDonalds, ABC Pizza, John’s Restaurant, and

**WHEREAS**, Bill Nye Realty, Century 21, sponsored teams in local youth leagues, some of which Bill also coached, and

**WHEREAS**, Bill served on the board for both First National Bank of Pasco and Centennial Bank and was on the East Pasco Medical Center Foundation and Andrea served on the East Pasco Medical Foundation Gala Committee and the Zephyrhills Library Board for many years, and

**WHEREAS**, Bill was a charter member of the Zephyrhills Daybreak Rotary Club and spent countless hours and made financial donations to their projects for the betterment of the Zephyrhills community, and

**WHEREAS**, Bill and Andy donated the original landscaping for “Lake Necessity” and personally participated in the plantings, and

**WHEREAS**, one of the most recent contributions to the community was bringing a VA facility to Zephyrhills, greatly enhancing veteran’s benefits to the many veterans residing here, and

**WHEREAS**, in the past 50 years, Bill Nye Realty has provided many jobs to the local economy.

**NOW, THEREFORE**, I Melonie Bahr Monson, by virtue of the authority vested in me as Mayor of the City of Zephyrhills, Florida do hereby recognized Century 21, Bill Nye Realty on their 50th anniversary of serving the Zephyrhills community

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the seal of the City of Zephyrhills, Florida to be affixed this 12<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Melonie Bahr Monson, Mayor

Attest: \_\_\_\_\_  
Ricardo Quiñones, Acting City Clerk

## **MAYOR 1.2**

ZEDC Update - Dr. Randy Stovall

**Issue:**

**Background:**

**Attachment(s):**

None

**Fiscal Impact:**

**Staff Recommendation:**

## **MAYOR 1.3**

Water Use Permit update - Michelle Hays and Michael Clark

**Issue:**

**Background:**

**Attachment(s):**

1. Water Use Permit Council Presentation\_10.14.2024

**Fiscal Impact:**

**Staff Recommendation:**

# WUP Modification Request

- February 26, 2024 – presented last update to City Council (response to RAI No. 2 pending)
- March 7, 2024 Jones Edmunds conducted a field review of potential monitoring sites.
- March 12, 2024 – Response RAI No. 2 submitted

# WUP Modification Request

- April 11, 2024 – received RAI No. 3
  - Specified additional monitoring stations for the City's Environmental Monitoring Plan (EMP)
  - Requested submittal of a draft EMP and field review by District staff.
  - Requested timeline for the Orange Valley development.

# WUP Modification Request

- June 21, 2024 – submitted proposed EMP site to District
  - Requires site access and property easement
- July 16, 2024 – Jones Edmunds completed a site visit with District staff to review the potential EMP site.
- July 25, 2024 – submitted a draft response to RAI No. 3 with a draft EMP for District review.

# WUP Modification Request

- August 30, 2024 – received draft permit conditions for review:
  - Requires submittal of utility service agreements for incremental increase.
  - Requires 5-year reports demonstrating growth and projected demands.
  - Limits water use to 4,118,500 gpd.
  - Allows modification up to 4,493,900 gpd.



# WUP Modification Request

- September 19, 2024 – submitted questions regarding permit conditions and requested a meeting.
- October 2, 2024 – received response initial comments, waiting on meeting date for discussion.

## **MAYOR 1.4**

### Moratorium on Residential Development

**Issue:**

Meeting to talk about the existing Residential Moratorium.

**Background:**

Ordinance 1461-23 was approved by City Council for new residential applications including:

- \* Annexations
- \* Land Use modifications
- \* Rezoning
- \* Major PUD amendments
- \* Conditional Uses
- \* Variances.

The moratorium does not apply to:

- \* Applications filed prior to June 26th, 2023;
- \* Utility service agreements or other utility -related agreements that may be sought from the City;
- \* Residential projects that are one acre or less.

Ordinance 1479-24 was approved by the City Council effective June 10, 2024, renewing the moratorium for an additional 12 months to expire on June 25, 2025.

The PowerPoint provides a list of City residential projects in the "Queue" and their status.

Staff have communicated with engineer Craig Cornelison to begin discussions of the City's drainage standards (both our general LOS standards) and then we have Basins of Special Concern ordinance with increased standards. I have attached some email correspondence from Craig with some general drainage information that we are beginning to review. Staff will solicit input regarding drainage from the Council and continue our discussions on the topic of potential design standards / code updates that could provide an increased drainage standard.

**Attachment(s):**

1. Developments In Queue (2)

**Fiscal Impact:**

NA

**Staff Recommendation:**  
Information purposes



# Developments In Queue

Planning Director's Report  
November 12, 2024

# Existing Residential Building Moratorium

## Ordinance 1461-23 & 1479-24

Temporary (12 months) suspension of the consideration of **new residential application for properties over one (1) acre.**

Applications including:

- Annexations
- Land Use Modifications
- Re-zonings
- Major Planned Unit Development Amendments
- Conditional Use
- Variances

**The moratorium does not apply to any application filed prior to the effective date of June 26th, 2023.**

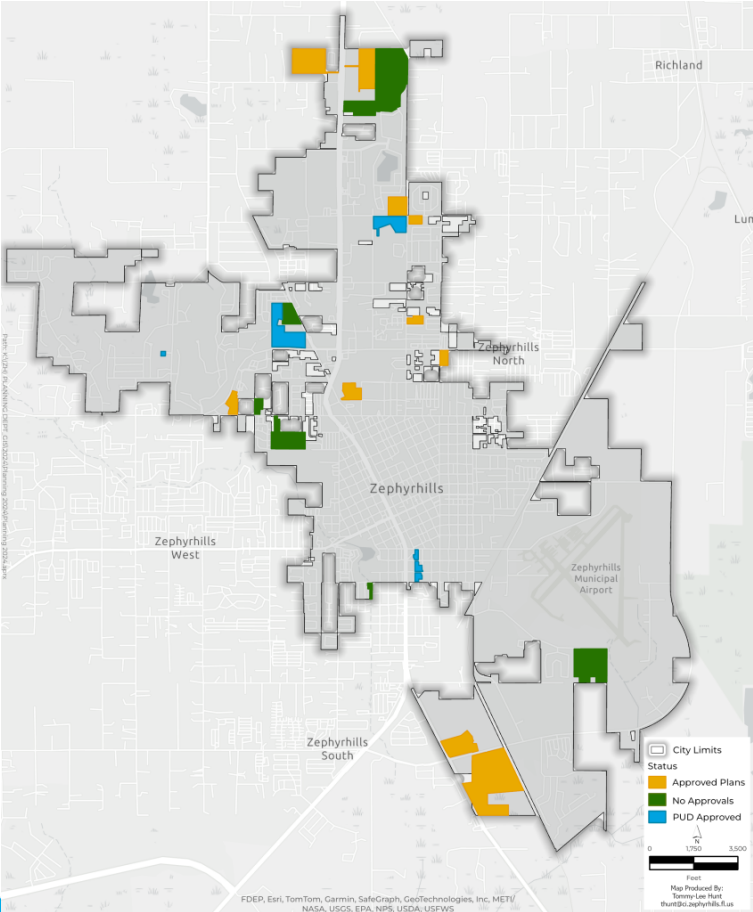
**The moratorium does not apply to utility service agreements or other utility-related agreements that may be sought from the City.**

**The moratorium does not apply to any residential project that is one (1) acre or less.**

Ordinance 1461-23 expired on June 25, 2024.

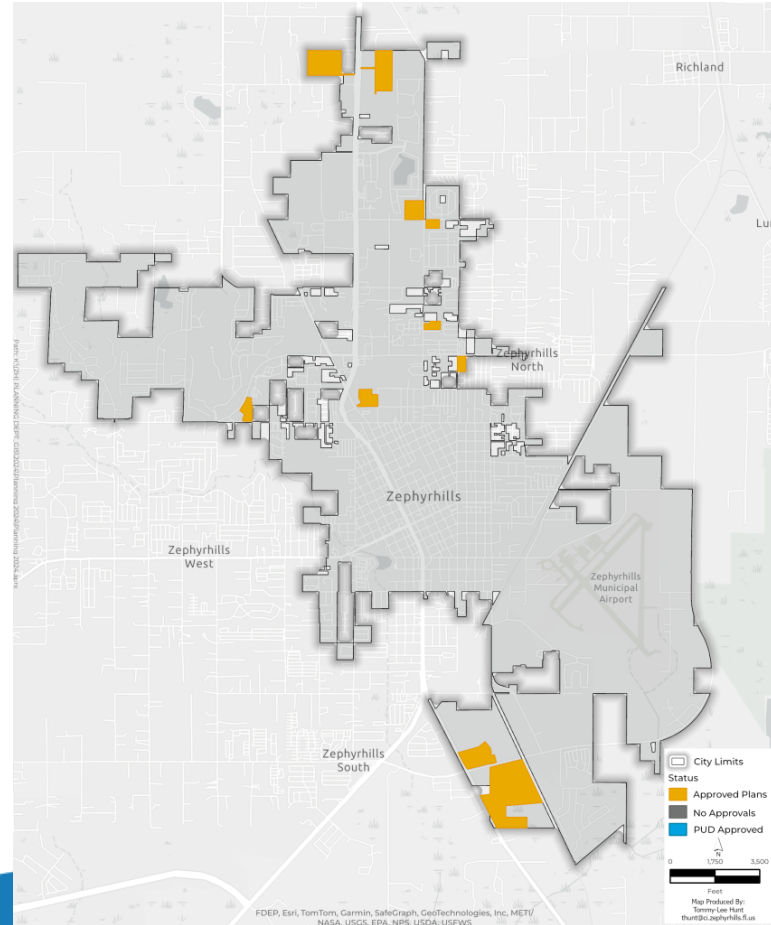
Ordinance 1479-24, effective starting June 10, 2024, renewed the moratorium for an additional 12 months and expires on June 25, 2025.

# Developments Currently in the Queue



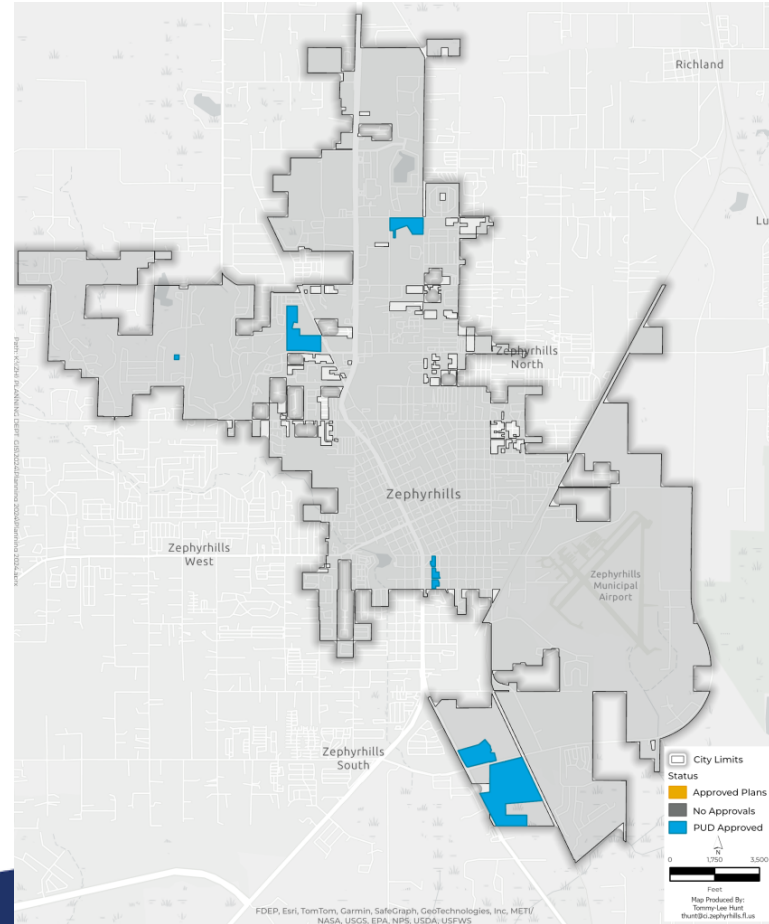
# Projects with Approved Plans

- **Summit Apartments (240 units)**
  - Approved construction plans
  - Have not begun construction
- **Terrace Townhomes (49 units)**
  - Approved construction plans
  - Have not begun construction
- **Calumet Townhomes (63 units)**
  - Approved construction plans
  - Have not begun construction
- **Ryman Townhomes (56 units)**
  - Approved construction plans
  - Have not begun construction
- **Cottages at Abbott Park (200 units)**
  - Approved construction plans
  - Under Construction
- **Wire Ranch Townhomes (176 units)**
  - Construction plans conditionally approved
  - Have not begun construction
- **Gagne PUD (225 units)**
  - Approved construction plans
  - No plat approval
- **Trotters Crossing (89 units)**
  - Approved construction plans & plat
  - Under construction
- **Tyson Townhomes (130 units)**
  - Approved construction plans & plat
  - Nearing completion



# Projects with PUD Approval

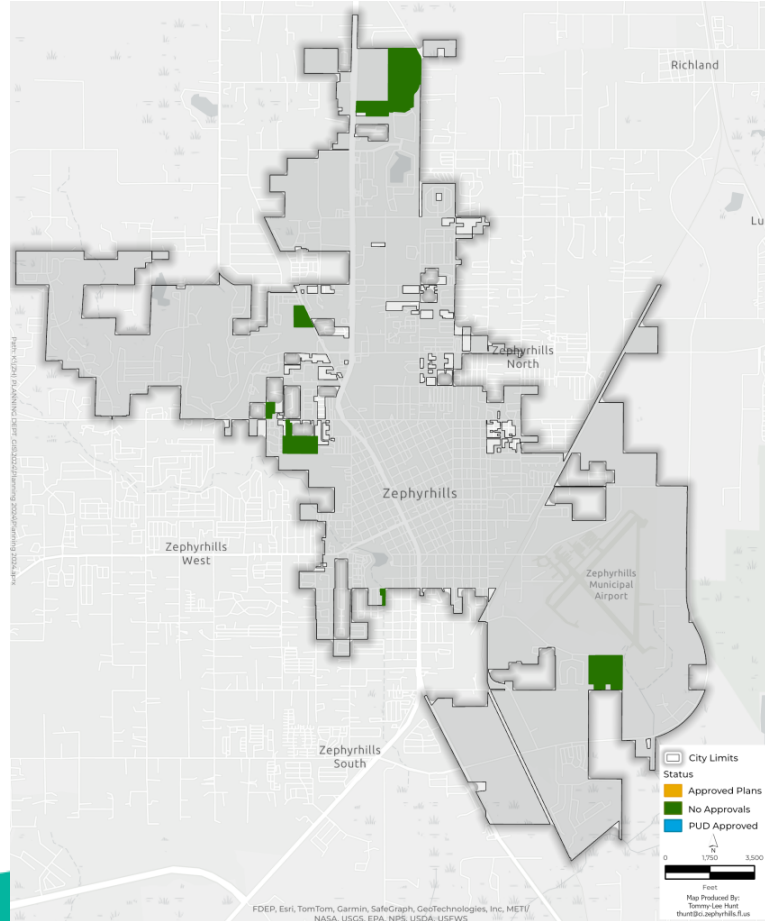
- Advent Health (252 units)
  - No construction plan approval
- Eiland Park Townhomes (286 units)
  - No construction plan/plat approval
- Gateway (70 units)
  - No construction plan/plat approval
- Healthier Stays (47 units)
  - No construction plan approval
  - Have not begun construction
- Gagne PUD (225 units)
  - Approved construction plans
  - No plat approval





# Projects with No Approvals

- **Abbott Park (123 units)**
  - Phase V recently submitted, not yet approved
  - Phase VI next phase
- **Funk Street (16 units)**
  - Site Plan submitted, not yet approved
- **Providence Village Townhomes (181 units)**
  - Pre-application meeting held
  - No approvals
- **Black Marlin Townhomes (48 units)**
  - No application submitted
- **Nick Apartments (144 units)**
  - Site Plan not approved
- **Alston Ranch (170 units)**
  - No construction plan/plat approval
- **Palm Cove Independent Living (210 Units)**
  - No construction plan/plat approval



# Drainage

## Open Basin (ultimately drains to the ocean) outside of the basin of special concern:

Post-development discharge rate must be less than or equal to the pre-development discharge rate for the 25-year/24-hour storm event.

## Closed basin (no outfall to the ocean) outside of the basin of special concern:

Post-development discharge rate must be less than or equal to the pre-development discharge rate for the 25-year/24-hour storm event.

Post-development discharge volume must be less than or equal to the pre-development discharge volume for the 100-year/24-hour storm event.

## Basin of special concern (open basin):

Post-development discharge rate must be less than or equal to the pre-development discharge rate for the 2, 10, 25 and 100-year /24-hour design storms.

Post-development discharge volume must be less than or equal to the pre-development discharge volume for the 100-year/24-hour storm event.

## Basin of special concern (closed basin):

Post-development discharge rate must be less than or equal to the pre-development discharge rate for the 2, 10, 25 and 100-year /24-hour design storms.

Post-development discharge volume must be less than or equal to the pre-development discharge volume for the 100-year/240-hour storm event.

## **CONSENT ITEMS 2.1**

Agreement 41-24-37 - Sign Printer Piggyback Agreement

**Issue:**

The City's sign printer and software is approximately 15 years old and extremely outdated.

**Background:**

Upgrade sign printer and software

**Attachment(s):**

1. Agreement to Piggyback(31685613.1)
2. trafficJet-xpress-product-overview
3. Quote\_QTE1437 cutting table
4. Quote\_QTE1335 printer & roller
5. ITB-24-24741 COMPLETE CONTRACT FILE (1)-min
6. Printer Price Confirmation 06NOV24
7. Piggyback Approval Hillsborough County(31685934.1)
8. Approval To Piggyback - ITB-24-24741(31685938.1)

**Fiscal Impact:**

FY25 Budget includes \$75,000 Gas Tax Funding  
Total Cost Printer, Roller and Cutting table \$68,750.00  
Hillsborough County piggyback bid ITB-24-24741

**Staff Recommendation:**

The Public Works Director and City Manager recommend approval of this item.

AGREEMENT TO PIGGYBACK A CONTRACT  
FOR GOOD OR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Osburn Associates, Inc.**, an Ohio corporation, registered to do business in Florida (“Contractor”) entered into an agreement dated June 20, 2024, with **Hillsborough County, Florida**, a political subdivision of the State of Florida, for installation of a TrafficJet Xpert digital printing system and software, and associated training (ITB-24-24741), services procured pursuant to F. S. §287.057, (the “Agreement”).

WHEREAS, the City of Zephyrhills, 5335 8<sup>th</sup> St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Pinellas County, Florida for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. This piggyback shall be based on the arrangements made in the Hillsborough County, Florida solicitation. The Agreement Documents listed below are incorporated herein by reference and made a part hereof:
  - a. Award of Bid with Invitation to Bid by Hillsborough County, Florida
  - b. Approval to Piggyback from Hillsborough County, Florida
  - c. Approval of Piggyback from Contractor
  - d. TrafficJet Xpert Product Overview
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.

6. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR [CITYCLERK@CI.ZEPHYRHILLS.FL.US](mailto:CITYCLERK@CI.ZEPHYRHILLS.FL.US) OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
7. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
8. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or

in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

9. Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

Osburn Associates, Inc.

City of Zephyrhills

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Kenneth M. Burgess, Jr. Date  
Council President

\_\_\_\_\_  
Print Name Title

WITNESS

ATTEST

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Ricardo Quinones Date  
Acting City Clerk

\_\_\_\_\_  
Matthew E. Maggard Date  
City Attorney

# Digital Printing: TrafficJet™ Xpress





# TrafficJet™ Xpress

TrafficJet Xpress is built on the proven Mimaki UCJV-300 platform utilizing UV-LED ink technology. With faster start-up and no drying time, this printer is ideal for an entry-level to intermediate-sized sign shop. This is our easiest printer to use and, for most sign shops, the most productive in its class. True Traffic Color™ spot inks and included software simplify the process of producing specification-compliant traffic control, wayfinding, and custom signage.

## UV Technology

- Supports instant lamination after printing
- Sustainable alternative to solvent or latex
- Simplified maintenance process

## Superior Durability

- up to 15-year OmniCube® traffic sign warranty
- up to 12-year high-intensity prismatic traffic sign warranty
- up to 10-year custom color warranty

## Signs that do more

- Add graffiti cleanability with OL-1000 or anti-dew properties with OL-1200 film
- Easily print the fabrication date, barcoding, or agency names for improved sign maintenance and protect against theft
- Add multi-color logos for agency identification and branding
- Sequential addressing and numbering

## Complete Print System

- Professional on-site installation, operator training, and maintenance by certified Avery Dennison digital experts
- FlexiPRINT Avery Dennison TrafficJet™ Edition sign-making and production software
- Online support videos and guides
- Exclusive access to the Certified Digital Traffic Converter (CDTC) program for quality control in available regions

## Get Started

Learn how TrafficJet Xpress can revolutionize your sign shop. Visit [reflectives.averydennison.com/trafficjet](https://reflectives.averydennison.com/trafficjet) for videos, specifications, and to schedule a personalized demonstration.





|             |           |
|-------------|-----------|
| Date        | 5/24/2024 |
| Quote #     | #QTE1437  |
| Expire Date | 6/23/2024 |

***We have instituted a \$200.00 minimum order.***

| Bill To                                                                                               |
|-------------------------------------------------------------------------------------------------------|
| Shane LeBlanc<br>City of Zephyrhills - FL<br>5335 8th Street<br>Zephyrhills FL 33542<br>United States |

| Ship To                                                                              |
|--------------------------------------------------------------------------------------|
| City of Zephyrhills - FL<br>5335 8th Street<br>Zephyrhills FL 33542<br>United States |

**"DUE TO THE FLUCTUATING MARKET, PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE."**

| Special Shipping Notes | Customer Contact Information                                                                                                                   |
|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
|                        | Name: Shane LeBlanc<br>Phone: 813-780-0000 EXT 3561<br>Email: <a href="mailto:sleblanc@ci.zephyrhills.fl.us">sleblanc@ci.zephyrhills.fl.us</a> |

| Rep | FOB                     | Terms  |
|-----|-------------------------|--------|
|     | FOB 1 - Freight Allowed | Net 30 |

| Item              | Description                                                                                                                                                                                                                                                                                      | Quantity | U/M | Unit Price  | Amount      |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|-------------|-------------|
| /Misc. Signs Item | CWT 1630 Premium - CWT Worktools 1630 Premium<br>Cut Work Table 9'10" x 5' 3"<br>ADDITIONAL ITEMS INCLUDED WITH PURCHASE<br>LRC170120 - Telescopic Reach Cutter<br>ST10 - Sticky Roller<br>STPAD - Stick Pad (50 sheets)<br>Compressor - Silent air compressor<br>ADDITIONAL ITEMS VALUE = \$750 | 1        | EA  | \$21,000.00 | \$21,000.00 |
| /Misc. Labor      | INSTALLATION                                                                                                                                                                                                                                                                                     | 1        | EA  | \$2,250.00  | \$2,250.00  |

|                   |             |
|-------------------|-------------|
| <b>Subtotal:</b>  | \$23,250.00 |
| <b>Shipping:</b>  | \$0.00      |
| <b>Tax Total:</b> | \$0.00      |
| <b>TOTAL:</b>     | \$23,250.00 |

**Prices are subject to change**

PH 1-800-523-8917 Fax 1-740-385-7592

All materials are Non-cancellable and Non-returnable unless specified in writing on this quote and or orders.

Prices do not include installation, brackets or hardware unless, brackets or hardware unless specified on this quote or order.

Shortages or damaged materials must be noted on bill of lading at time of delivery. If not, customer will be responsible for payment of material.

Signature or PO# required for approval

Prepared By: Kyle Johnson

Also by signing, you agree that all information is correct.



|             |           |
|-------------|-----------|
| Date        | 5/16/2024 |
| Quote #     | #QTE1335  |
| Expire Date | 6/15/2024 |

***We have instituted a \$200.00 minimum order.***

| Bill To                                                                                               |
|-------------------------------------------------------------------------------------------------------|
| Shane LeBlanc<br>City of Zephyrhills - FL<br>5335 8th Street<br>Zephyrhills FL 33542<br>United States |

| Ship To                                                                              |
|--------------------------------------------------------------------------------------|
| City of Zephyrhills - FL<br>5335 8th Street<br>Zephyrhills FL 33542<br>United States |

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| Rep | FOB                     | Terms  |
|-----|-------------------------|--------|
|     | FOB 1 - Freight Allowed | Net 30 |

| Item             | Description                                                                                                                                                                                                                                                                                                                                                                                                                         | Quantity | U/M | Unit Price  | Amount      |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|-------------|-------------|
| 1750-TJXPRESS    | TrafficJet Xpress is built on the proven Mimaki UCJV-300 platform and optimized for traffic signage, work zone applications, and custom graphics. With faster start-up and no drying time, this printer is ideal for an entry-level to intermediate-sized sign shop. True Traffic Color™ spot inks and included software simplify the process of producing specification-compliant traffic control, wayfinding, and custom signage. | 1        | EA  | \$34,500.00 | \$34,500.00 |
| 1750-TJLaminator | TrafficJet™ Roll to Roll Laminator..64"film width roll to roll laminator with heat assist. Includes 5 roll shafts and one unwinding shaft, metal feeding tray, safety and optical eye, multi-function footswitch. Also includes installation...                                                                                                                                                                                     | 1        | EA  | \$11,000.00 | \$11,000.00 |
| Details          | PRICE INCLUDES INSTALLATION, TRAINING, FULL SET OF INK, START UP KIT                                                                                                                                                                                                                                                                                                                                                                |          |     |             |             |

|                   |             |
|-------------------|-------------|
| <b>Subtotal:</b>  | \$45,500.00 |
| <b>Shipping:</b>  | \$0.00      |
| <b>Tax Total:</b> | \$0.00      |
| <b>TOTAL:</b>     | \$45,500.00 |

**Prices are subject to change**

PH 1-800-523-8917 Fax 1-740-385-7592

All materials are Non-cancellable and Non-returnable unless specified in writing on this quote and or orders.

Prices do not include installation, brackets or hardware unless, brackets or hardware unless specified on this quote or order.

Shortages or damaged materials must be noted on bill of lading at time of delivery. If not, customer will be responsible for payment of material.

Signature or PO# required for approval

Prepared By: Kyle Johnson





# Quote

|             |           |
|-------------|-----------|
| Date        | 5/16/2024 |
| Quote #     | #QTE1335  |
| Expire Date | 6/15/2024 |

*We have instituted a \$200.00 minimum order.*

Also by signing, you agree that all information is correct.





## Agenda Item Cover Sheet

Agenda Item N<sup>o</sup>. A-46

Meeting Date 6/20/2024

☒ Consent Section

☐ Regular Section

☐ Public Hearing

|                                                                                                                                                                                                                                                                                                            |                 |                                  |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------|-----------------|
| <b>Subject:</b> Award a contract to the lowest, responsive, and responsible bidder for a one-time purchase and installation of a TrafficJet Xpert digital printing system and software, and associated training (ITB-24-24741) for the Engineering & Operations Department at a total cost of \$45,500.00. |                 |                                  |                 |
| <b>Department Name:</b> Procurement Services                                                                                                                                                                                                                                                               |                 |                                  |                 |
| <b>Contact Person:</b> Scott Stromer                                                                                                                                                                                                                                                                       |                 | <b>Contact Phone:</b> 301-7095   |                 |
| <b>Sign-Off Approvals:</b>                                                                                                                                                                                                                                                                                 |                 |                                  |                 |
| <b>George Cassady</b>                                                                                                                                                                                                                                                                                      | <b>6/7/2024</b> | <b>Scott Stromer</b>             | <b>6/6/2024</b> |
| Assistant County Administrator                                                                                                                                                                                                                                                                             | Date            | Department Director              | Date            |
| <b>Kevin Brickey</b>                                                                                                                                                                                                                                                                                       | <b>6/7/2024</b> | <b>Orlando Perez</b>             | <b>6/6/2024</b> |
| Management and Budget –                                                                                                                                                                                                                                                                                    | Date            | County Attorney –                | Date            |
| Approved as to Financial Impact Accuracy                                                                                                                                                                                                                                                                   |                 | Approved as to Legal Sufficiency |                 |
| <b>N/A</b>                                                                                                                                                                                                                                                                                                 | <b>N/A</b>      |                                  |                 |
| Deputy or Chief County Administrator                                                                                                                                                                                                                                                                       | Date            |                                  |                 |

### Staff's Recommended Board Motion:

Award a contract to the lowest, responsive, and responsible bidder, Osburn Associates, Inc., for a one-time purchase and installation of a TrafficJet Xpert digital printing system and software and associated training (ITB-24-24741) for the Engineering & Operations Department at a total cost of \$45,500.00. The digital printing system will be used to create road signs in-house to reduce the time it takes to install new or replace damaged signs throughout the County. In addition, approve the accompanying required Privacy Policy and Software License Agreements, both of which were reviewed and approved by the Procurement Services Department and County Attorney's Office. In this case, there was no availability of Certified Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Registered Small Business Enterprise (SBE) firms for the specified goods and services; therefore, no DM/DWBE participation goal or SBE set-aside was established for this procurement. Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

### Financial Impact Statement:

Funding for this procurement is available in the requesting department's approved budget, and purchase orders will only be issued against approved budgets.

### Background:

Competition and transparency were achieved through the use of competitive sealed bidding for this procurement and the requesting department determined the offered pricing to be fair, reasonable, and consistent with its estimate. The resulting contract will be made available to the Hillsborough County Governmental Purchasing Council.

### DELEGATIONS TO DIRECTOR OF PROCUREMENT:

- [N] Unilateral Change Orders up to \$25,000 for additions within the scope of the contract
- [N] Unilateral Extensions
- [N] Unilateral Renewals

|                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------|
| [N] Additional Purchase Option(s)                                                                                        |
| List Attachments: Department Recommendation, Economic Development Compliance Memorandum, Bid Summary, Contract Documents |



**BOARD OF COUNTY  
COMMISSIONERS**

Donna Cameron Cepeda

Harry Cohen

Ken Hagan

Pat Kemp

Gwendolyn "Gwen" Myers

Michael Owen

Joshua Wostal

**COUNTY ADMINISTRATOR**

Bonnie M. Wise

**COUNTY ATTORNEY**

Christine M. Beck

**COUNTY INTERNAL AUDITOR**

Peggy Caskey

**CHIEF FINANCIAL ADMINISTRATOR**

Tom Fesler

**PROCUREMENT SERVICES**

PO Box 1110, Tampa, FL 33601-1110

(813) 272-5790 | Fax: (813) 272-6290

DATE: April 19, 2024

TO: Joshua Bellotti, Director, Department

THROUGH: John Hollingshead, Managing Director, Procurement

FROM: Maria Bustamante, Senior Procurement Analyst

SUBJECT: Recommendation for Award for ITB-24-24741 TrafficJet  
Xpert Digital Printing System / Estimate \$45,500.00

**Response Due Date to Procurement: April 26, 2024**

1. Bidder Name/Price: Osburn Associates, Inc. \$45,500.00

2. Has recommended vendor(s) worked satisfactorily for the County performing similar services?

☒ YES ☐ NO (If NO, provide an explanation)

3. Reference checks are satisfactory: ☒ YES ☐ NO ☐ N/A (Only if YES to No. 2 above) (**Must** add an explanation)

Vendor had multiple contracts with Hillsborough County.

4. Are there mandatory qualifications listed in the Solicitation Document? ☐ YES ☒ NO (If YES, attach mandatory qualifications)

5. Recommend award as responsive/responsible bidder(s) that meets all required mandatory qualifications (if YES to No. 4 above): ☒ YES ☐ NO (If no, provide an explanation)

6. Request Next Bidder? ☐ YES ☒ NO

7. Provide a statement that addresses the reason(s) for your recommendation or rejection.

Vendor had multiple contracts with Hillsborough County and worked well in the past.

8. If recommending award, provide a justification for the +/- 3% variance of the award amount comparison to estimate (abstract). (Delete if not needed)

9. Provide a description of what is being procured that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).

This purchase is needed to replace aging equipment in the Traffic Operations Sign Shop.

10. Provide a description of the expected outcome of this procurement that you would like communicated to the approver(s) (e.g. County Administrator or Board of County Commissioners).

This purchase is needed to replace aging equipment in the Traffic Operations Sign Shop.

11. Funding: ☒ Operating ☐ Grant: Grant Title ☐ Capital Project No(s):  
10300.120816.546990.5410.E1LA.000000000.0000000

AGS

**Project Manager: Larry Farkas** Digitally signed by Larry Farkas  
Date: 2024.04.22 12:57:54 -04'00' **Date:**

**Fiscal Impact Statement Approved by Management and Budget (Must fill in the XXXX area)**

Funding for this procurement is available in the Transportation Trust Fund of Engineering and Operations' FY 24 approved operating budget. Purchase orders will only be issued against approved budgets.

**Fiscal Approved By:** Yolanda E. Gadson Digitally signed by Yolanda E. Gadson  
Date: 2024.04.22 12:50:00 -04'00' **Date:** 4/22/2024

**Recommendation Approved By:** Joshua A. Bellotti Digitally signed by Joshua A. Bellotti  
Date: 2024.05.02 07:38:12 -04'00' **Date:**  
Department Director/Designee

Attachment(s)



**Hillsborough**  
**County** Florida

**MINORITY & SMALL BUSINESS ENTERPRISES**

PO Box 1110, Tampa, FL 33601-1110  
(813) 272-7232 | Fax: (813) 276-2638

**BOARD OF COUNTY  
COMMISSIONERS**

Donna Cameron Cepeda  
Harry Cohen  
Ken Hagan  
Pat Kemp  
Gwendolyn "Gwen" Myers  
Michael Owen  
Joshua Wostal

**COUNTY ADMINISTRATOR**

Bonnie M. Wise

**COUNTY ATTORNEY**

Christine M. Beck

**COUNTY INTERNAL AUDITOR**

Peggy Caskey

**ASSISTANT COUNTY ADMINISTRATOR**

Ron Barton

DATE: April 17, 2024

TO: Maria Bustamante, Procurement Services  
*Gwen Sevaetasi*

FROM: Gwen Sevaetasi, Minority & Small Business  
Special Projects Coordinator

SUBJECT: ITB-24-24741: TrafficJet Xpert Digital Printing System

The Department of Minority & Small Business Enterprises has reviewed the subject bid submitted by Osburn Associates, Inc. The bid was reviewed to assess its compliance with the Hillsborough County Affirmative Action/Equal Employment Opportunity Standards which conform to Executive Order 11246 as amended which includes Revised Order No. 4.

Employment matrix submitted by Osburn Associates, Inc. indicates that it has a permanent workforce which consists of 54 employees. Pursuant to Hillsborough County's Affirmative Action Requirements, Osburn Associates, Inc. has furnished a copy of its Affirmative Action/Equal Opportunity Policy Statement. Based on the submitted documents we find Osburn Associates, Inc. documents are in material compliance with Hillsborough County requirements.

The Minority & Small Business Enterprise Department finds that the bid submitted by Osburn Associates, Inc. meets the requirements.



| Notice of Intent to Award - ITB-24-24741 TrafficJet Xpert Digital Printing System                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Date Posted: May 08, 2024 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Notice: Pursuant to Hillsborough County Ordinance 13-24, Protest Process and Procedures and Cone of Silence the bidder(s) identified are being recommended for contract award. Interested parties with a grievance pertaining to this procurement shall provide the County written notice no later than five (5) business days from the date the County posts this notice of intent to award. See following link for specific ordinance details: <a href="http://hcflgov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC">http://hcflgov.net/library/hillsborough/media-center/documents/Procurement%20Services/Procurement%20Manual/AppendixCC</a> |                           |

|      |                                                                                                                                                                                                                                                                             |                 |                      | Centerline Supply |             | Osburn Associates |             |
|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------|-------------------|-------------|-------------------|-------------|
|      |                                                                                                                                                                                                                                                                             |                 |                      | Total Cost        |             |                   |             |
|      |                                                                                                                                                                                                                                                                             |                 |                      | Selected #        |             |                   |             |
|      |                                                                                                                                                                                                                                                                             |                 |                      | Selected (\$)     |             |                   |             |
| #    | Items                                                                                                                                                                                                                                                                       | Unit of Measure | Estimated Quantities | Unit Price        | Total Cost  | Unit Price        | Total Cost  |
| #0-1 | TrafficJet™ Xpert Print SystemPrinter & Software, Integrated Dryer, Start-Up Kit, Installation & Training. Fast printing up to 162 ft per hour, reduced ink consumption.                                                                                                    | Each            | 1                    | \$40,225.00       | \$40,225.00 | \$34,500.00       | \$34,500.00 |
| #0-2 | TrafficJet™ Roll to Roll Laminator64" film width roll to roll laminator with heat assist. Includes five (5) roll shafts and one (1) unwinding shaft, metal feeding tray, safety and optical eye, multifunction footswitch. Also includes installation and on-site training. | Each            | 1                    | \$15,650.00       | \$15,650.00 | \$11,000.00       | \$11,000.00 |



# Invitation to Bid

TrafficJet™ Xpert Digital Printing System

ITB-24-24741

**HCFLGov.net/Vendors**  
**(813) 272-5790**



**Hillsborough  
County Florida**  
Procurement Services

# IMPORTANT INFORMATION

SOLICITATION TYPE: Invitation to Bid

SOLICITATION NUMBER: ITB-24-24741

SOLICITATION TITLE: TrafficJet™ Xpert Digital Printing System

BRIEF DESCRIPTION: The Hillsborough County Board of County Commissioners is seeking competitive bids from experienced and qualified suppliers with a proven and documented track record of providing a TrafficJet™ Xpert Digital Printing System.

PRIMARY CONTACT: **Maria Bustamante, Senior Procurement Analyst**

(813) 301-7007; [Bustamantem@HCFLGov.net](mailto:Bustamantem@HCFLGov.net)

SUBMISSION: The County shall only accept Offers through its Electronic Bidding System. Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will **not** be considered.

CONE OF SILENCE: A Cone of Silence is in effect for this procurement; therefore, no bidder, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding this procurement and/or a related protest, except as otherwise provided herein. The Cone of Silence does not prohibit a bidder from communicating with the County's Director of Procurement, Procurement staff, or the attorney assigned to this procurement. Violating the Cone of Silence may disqualify the bidder from consideration for award.

## 1. SPECIFICATIONS

### 1.1. Scope

The Hillsborough County Engineering & Operations Department is seeking competitive bids from experienced and qualified suppliers with a proven and documented track record of providing a TrafficJet™ Xpert Digital Printing System.

### 1.2. Minimum Requirements

1.2.1 Provide one (1) TrafficJet™ Xpert Digital Printing System that includes Installation, placement, calibration, testing, and freight as well as the following features:

#### 1.2.1.1 Complete Print System

1.2.1.1.1 Professional on-site installation, operator training, and maintenance by certified Avery Dennison digital experts.

1.2.1.1.2 FlexiPRINT Avery Dennison Edition signmaking and production software including software license agreement, the attached shall apply.

1.2.1.1.2.1 See attached SAI Software License Agreement – Exhibit A.

1.2.1.1.2.2 See attached SAI Privacy Policy – Exhibit B.

1.2.1.1.3 Bidders are cautioned not to incorporate any additional terms and conditions into their software license, that are not in line with the attached agreement. Any deviation from the attached agreement must be submitted for approval as stated in 4.7 Bidder/Proposer Request for Interpretation of Solicitation Document.

1.2.1.1.4 Online support videos and guides.

1.2.1.1.5 Exclusive access to the Certified Digital Traffic Converter (CDTC) program for quality control in available regions.

#### 1.2.1.2 TrafficJet Expert

1.2.1.2.1 Part Number 998208, XJ-1682SR TrafficJet™ Xpert Print System

1.2.1.2.2 Printer & Software

1.2.1.2.3 Integrated Dryer

1.2.1.2.4 Start-up Kit

1.2.1.2.5 Installation & Training

1.2.1.2.6 Fast printing up to 162 square feet per hour

1.2.1.2.7 Reduced ink consumption

**1.2.1.3 TrafficJet Roll to Roll Laminator**

1.2.1.3.1 Part Number 998713, TrafficJet™ Roll to Roll Laminator.

1.2.1.3.2 64" film width roll to roll laminator with heat assistance.

1.2.1.3.3 Includes 5 roll shafts and one unwinding shaft, metal feeding tray, safety and optical eye, multi-function footswitch.

1.2.1.3.4 Installation and On-Site Training.

**1.3. Preparation for Delivery**

Delivery of the goods and/or performance of the Services and/or Work must be no later than **30** Calendar Days after Contractor's receipt of a Purchase Order from the County. The Contractor shall be solely responsible for all freight charges. Offers that propose delivery timelines that do not fall within the aforementioned delivery time frame will be subject to rejection.

1.3.1 Delivery location: 2310 Regional Water Lane, Tampa, FL 33619.

**2. SPECIAL TERMS AND CONDITIONS**

**2.1 Basis for Award (County's Best Interest)**

Award will be made to the lowest, responsive and responsible Bidder meeting Specifications. If this Solicitation Document contains more than one line item, the County reserves the right to award by line item, by group/section, or by overall total net Bid price, whichever is determined to be in the County's best interest.

**2.2 Insurance, Contractor**

2.2.1 During the life of the Agreement, the Contractor shall provide, pay for and maintain insurance of the types and in the amounts described herein. All such insurance shall be provided by responsible companies with A.M. Best ratings of A-, Class 7 or better, authorized to transact business in the State of Florida, and which are satisfactory to the County.

2.2.2 All policies of insurance required by the Agreement shall require that the Contractor give the County thirty (30) Days written notice of any cancellation, intent not to renew, or reduction in coverage and ten (10) Days written notice of any non-payment of premium. Such notice shall be delivered by U.S. Mail to: Director, Risk Management

Division, Hillsborough County, 601 E. Kennedy Blvd, Tampa, Florida 33602. In the event of any reduction in the aggregate limit of any policy, the Contractor shall immediately restore such limit to the amount required herein.

2.2.3 All insurance coverages provided by the Contractor shall be primary to any insurance or self-insurance program of the County which is applicable to the Work provided for in the Agreement.

2.2.4 Receipt by the County of any Certificate of Insurance or copy of any policy evidencing the insurance coverages and limits required by the Contract Documents does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policies shown on the Certificates of Insurance are in compliance with the requirements of the Contract Documents.

2.2.5 No work for the County shall commence or occupancy of any of its property take place until the required Certificates of Insurance and copies of the policies, if requested, are received by the County and written Notice to Proceed is issued to the Contractor by the County.

2.2.6 The insurance coverages and limits required of the Contractor under the Contract Documents are designed to meet the minimum requirements of the County. They are not designed as a recommended insurance program for the Contractor. Contractor shall be responsible for the sufficiency of its own insurance program. Should the Contractor have any questions concerning its exposure to loss under the Contract Documents or the insurance coverages needed therefore, it should seek professional assistance.

2.2.7 If the insurance coverage initially provided by the Contractor is to expire prior to completion of the Work, renewal Certificates of Insurance shall be furnished to the County the ten (10) Days prior to expiration of current coverages.

2.2.8 Should the Contractor fail to maintain the insurance coverages required by the Contract Documents, the County may, at its option, either terminate this Agreement for default or procure and pay for such coverage, charge the Contractor for and deduct the costs of the same from payments due the Contractor. A decision by the County to procure and pay for such insurance coverage shall not operate as a waiver of any of its rights under the Contract Documents.

2.2.9 All Commercial General Liability and Builder's Risk liability insurance policies obtained by the Contractor to meet the requirements of the Contract Documents shall provide that the County, its employees and agents shall be additional insureds under the Policy and shall also incorporate a Severability of Interest provision. All insurance coverages provided under this Section shall apply to all the Contractor's activities under the Contract Documents without regard for the location of such activity. Liability policies shall only be written on the Occurrence form.

2.2.10 Coverage amounts and type of insurance shall conform to the following minimum requirements with the use of current Insurance Service Office form and endorsements or their equivalent.

2.2.11 Worker's Compensation and Employer's Liability Insurance. Coverage shall be maintained by the Contractor for all employees engaged in the Work, in accordance with the laws of the State of Florida.

2.2.12 The amount of such insurance shall not be less than:

2.2.12.1 Workers' Compensation - Florida Statutory Requirements

2.2.12.2 Employer's Liability:

**\$100,000.00** Limit Each Accident

**\$100,000.00** Limit Disease Each Employee

**\$500,00.00** Limit Disease Aggregate

2.2.12.3 Commercial General Liability Insurance. Coverage shall include, but not be limited to: Bodily Injury and Property Damage, Damage, Damage to Rented Premises, Medical expenses, Personal and Advertising Injury, and Products and Completed Operations:

**\$1,000,000.00** Bodily Injury and Property Damages - Each Occurrence

**\$50,000.00** Damages to Rented Premises - Each Occurrence

**\$5,000.00** Medical Expenses - Any One Person

**\$1,000,000.00** Personal and Advertising Injury - Each Occurrence

**\$1,000,000.00** Products/Completed Operations - Each Occurrence

**\$2,000,000.00** General Aggregate

**\$2,000,000.00** Products/Completed Operations Aggregate

2.2.12.4 Business Automobile Liability Insurance. Coverage shall be maintained by the Contractor as to the ownership, maintenance, and use all of its owned, non-owned, leased or hired vehicles ("any auto") with limits of not less than:

2.2.12.4.1 Bodily Injury & Property Damage Liability: **\$300,000.00**  
Combined Single Limit Each Accident.

2.2.12.5 All Risk Coverage: For Purposes of this Contract, Builder's Risk coverage **is not** required; and Installation Floater Coverage **is not** required. If either or both are required, the Contractor shall provide coverage which includes the following minimum requirements:

2.2.12.5.1 All Risk coverage shall be issued by insurance company(s) approved by the State of Florida Department of Insurance and acceptable to the County. Coverages and endorsements must be on forms acceptable to the County. The premium for this insurance shall be paid for by the Contractor, with any deductibles being the sole responsibility of the Contractor.

2.2.12.5.2 Builder's Risk limits of coverage shall be 100% of the completed value of any building(s) or structure (s), or 100% of the value of the equipment to be installed, as appropriate; Installation structure(s), or 100% of the value of the equipment to be installed, as appropriate; Installation Floater coverage shall provide for loss of the installed equipment, no labor or fees, prior to final completion of the project.

2.2.12.5.3 Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "occupancy clause"; or similar warranty or representation that the building(s) or structure(s) will not be occupied.

2.2.12.6 Professional Liability/Errors and Omissions Insurance **is not** required.

2.2.12.7 Pollution/Environmental Liability Insurance **is not** required.

2.2.12.8 Cyber Liability **is not** required.

2.2.12.9 Certificates of Insurance. Certificates of Insurance evidencing the insurance coverage specified herein, when required, shall be filed with the Procurement Services Department within ten (10) Days after Notice of Award. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to the Agreement. Certificates shall have the signature of the producer or authorized Representative of the insurer(s). Certified copies of insurance policies shall be provided to the County upon request.

2.2.13 Failure of the Contractor to submit the required Certificates of Insurance within the times required by this Section may result in a delay in issuing the Notice to Proceed. The parties specifically agree that such a delay is neither excusable nor compensable and will not entitle the Contractor to a change in the Contract Price or Time.

### 2.3 Optional Provision for Other Agencies



Unless otherwise stipulated by the Bidder/Proposer in its Offer, the Bidder/Proposer agrees to make available to all government agencies, departments, and municipalities the Offer prices submitted in accordance with the terms and conditions of this Solicitation Document, should any governmental entity desire to buy under the Contract resulting from this Solicitation Document.

## **2.4 Purchase Order/Contract**

By submitting an Offer, the Bidder/Proposer declares that it understands and agrees that Bidder's/Proposer's Offer in addition to the Specifications, the Instructions, the General Terms and Conditions, the Special Terms and Conditions, the Insurance and Bond requirements, any Amendment(s) issued and all applicable attachments to this Solicitation Document shall become a valid contract between the County and the Contractor upon approval of the contract award by the Board of County Commissioners (if applicable), upon approval of the contract award by the County Administrator (if applicable), or upon the County's issuance of a Contract Purchase Agreement, Blanket Purchase Agreement, or Purchase Order, whichever occurs sooner.

## **2.5 Termination for Convenience**

In the event the County elects to terminate the Contract, the County shall provide the Contractor with notice of termination in writing by electronic and/or certified mail. The County shall pay the Contractor for any accepted goods, Services and/or Work provided by the Contractor to the County prior to the Contractor's receipt of said termination notice.

## **3.0 Definitions**

The following words and expressions (or pronouns) shall, wherever they appear in this Solicitation Document and the Contract Documents, be construed as follows unless a different meaning is clear from the context.

### **3.1 Agreement**

"Agreement" shall mean the written agreement between the County and the Contractor covering the goods and/or Services to be provided and/or the Work to be performed pursuant to this Solicitation Document. The Agreement (if one is required for this particular Solicitation Document) will be attached to and made a part of the Contract Documents.

### **3.2 Amendment(s), Addendum, or Addenda**

"Amendment(s)", "Addendum", or "Addenda" shall mean the additional information and/or requirements concerning this Solicitation Document that are issued by the County, in writing, prior to the Close Date.

### **3.3 Bid(s), or Bidder's Bid**

"Bid(s)", "Bidder's Bid", "Proposal(s)", or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work

to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### **3.4 Bidder**

"Bidder" or "Proposer" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

### **3.5 Blanket Purchase Agreement (BPA)**

"Blanket Purchase Agreement (BPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and any additional terms and conditions of the Contract, if applicable.

### **3.6 Board of County Commissioners**

"Board of County Commissioners" shall mean the Board of County Commissioners of Hillsborough County, Florida.

### **3.7 Bond**

"Bond" or "Earnest Money Deposit (EMD)" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer/Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

### **3.8 Business Day(s)**

"Business Day(s)" shall mean Monday through Friday excluding public holidays.

### **3.9 Change Order**

"Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County and Contractor authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time.

### **3.10 Close Date**

"Close Date" shall mean the date and time set for delivery to the County of all Offers submitted in response to this Solicitation Document.

### **3.11 Contract or Contract Documents**

"Contract" or "Contract Documents" shall mean the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Equal

Employment Opportunity and Affirmative Action Requirements, all Amendment(s) issued, the Offer, the Agreement (if applicable), all the attached documents identified in this Solicitation Document, all supplementary drawings issued after award of the contract, all Change Orders, all Allowance Authorization Releases, and all provisions required by law to be a part of the Contract Documents, whether actually inserted therein or not.

### **3.12 Contract Price**

"Contract Price" shall mean the total monies payable to the Contractor under the Contract Documents.

### **3.13 Contract Purchase Agreement (CPA)**

"Contract Purchase Agreement (CPA)" shall mean the County's written document to the Contractor stating the products/Services/Work to be provided, the pricing for said products/Services/ Work, the effective dates for the provision of said products/Services/Work, and additional terms and conditions of the Contract, if applicable.

### **3.14 Contract Time or Contract Period**

"Contract Time" or "Contract Period" shall mean the number of calendar Days stated in the Contract Documents for the completion of the Work and/or the provision of the goods and/or Services specified therein.

### **3.15 Contractor**

"Contractor" shall mean the Successful Offeror, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

### **3.16 County**

"County" shall mean the Board of County Commissioners, Hillsborough County, Florida, for whom the Contract is being performed.

### **3.17 County Administrator**

"County Administrator" shall mean Hillsborough County's County Administrator, or a designee identified by the County Administrator to perform certain functions on behalf of the County Administrator.

### **3.18 Day(s)**

"Day(s)" shall mean one calendar day.

### **3.19 Designee**

"Designee" shall mean the person appointed by the Board of County Commissioners and/or the County Administrator to act on his/her behalf.

### **3.20 Earnest Money Deposit (EMD)**

"Earnest Money Deposit (EMD)" or "Bond" shall mean bid bond, performance bond, and/or payment bond and other instruments of security furnished by the Bidder/Proposer and/or Contractor and its Surety in accordance with this Solicitation Document and/or the Contract Documents.

### **3.21 Electronic Bidding System**

"Electronic Bidding System" shall mean the County's Electronic Bidding System.

### **3.22 Invitation To Bid**

"Invitation to Bid" shall mean the Solicitation Document issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

### **3.23 Minimum Specifications**

"Minimum Specifications" shall mean the portion of the Specifications that address the technical requirements of the Work to be performed under this Contract including materials, equipment, and workmanship.

### **3.24 Modification Agreement**

"Modification Agreement(s)" shall mean the written order to the Contractor authorizing an addition, deletion, or revision in the goods, Services and/or Work to be provided under the Contract Documents or an adjustment in the Contract Price issued after the award of and/or execution of the Contract/Agreement. Such written order must be approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be executed by the Contractor and the Chair of the Board of County Commissioners.

### **3.25 Notice**

"Notice" shall mean a written notice for the County and the Contractor as set forth in this Solicitation Document and/or the Contract Documents.

### **3.26 Notice of Award**

"Notice of Award" shall mean the written notice given by the County to the Successful Bidder/Proposer that said Bidder/Proposer has been selected by the County to provide the goods/Services and/or perform the Work specified in this Solicitation Document.

### **3.27 Notice to Proceed**

"Notice to Proceed" shall mean the written notice given by the County to the Successful Bidder/Proposer and/or Contractor of the date for the Work to start and/or for the date of the Successful Bidder/Proposer and/or Contractor to provide the goods and/or Services specified in the Contract Documents.

### **3.28 Offer(s)**

"Offer(s)" or "Bid(s)" or "Proposal(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Offeror submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Offeror in response to this Solicitation Document.

### **3.29 Offeror**

"Offeror" shall mean any person, partnership, corporation or other entity or organization that has submitted an Offer, Bid, or Proposal to the County in response to a procurement solicitation issued by the County to provide equipment, supplies, materials, or Services.

### **3.30 Project**

"Project" shall mean the entire action and/or improvement which is the subject of this Solicitation Document and/or the Contract Documents.

### **3.31 Project Manager**

"Project Manager" shall mean the duly authorized representative of the Board of County Commissioners during the Contract Period.

### **3.32 Proposal(s)**

"Proposal(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Quote(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### **3.33 Proposer**

"Proposer" or "Bidder" shall mean any person, partnership, corporation or other entity or organization submitting a Bid, Proposal, or Quote to provide the goods, Services and/or Work solicited by the County in this Solicitation Document.

### **3.34 Purchase Order**

"Purchase Order" shall mean the County's written document to the Contractor authorizing Work.

### **3.35 Quote(s)**

"Quote(s)" or "Bid(s)" or "Bidder's Bid(s)" or "Proposal(s)" shall mean the offer, bid, proposal, or quote of the Bidder/Proposer submitted on the prescribed forms setting forth the prices for the Work to be performed, along with all other documents submitted by the Bidder/Proposer in response to this Solicitation Document.

### **3.36 Service(s)**

"Service(s)" shall mean the activity/improvement and/or the means or methods necessary for implementation and prosecution of the Project and/or Work that is the subject of the Contract Documents.

### **3.37 Site(s)**

"Site(s)" shall mean the area(s) upon or in which the Contractor's operations are carried on and such other areas adjacent thereto as may be designated as such by the County.

### **3.38 Solicitation Document**

"Solicitation Document" shall mean the solicitation issued by the County for the goods, Services and/or Work specified herein; and shall include the Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, and all Amendment(s) issued.

### **3.39 Specifications**

"Specifications" shall mean the detailed information set forth in the "Specifications" section of this Solicitation Document describing and/or concerning the goods, Services and/or Work being solicited by the County via this Solicitation Document, including, but not limited to, any terms and conditions contained within the "Specifications" section, any Amendment(s) issued related to the "Specifications" section, and/or any drawings or maps relating to the "Specifications" section of this Solicitation Document.

### **3.40 Subcontractor**

"Subcontractor" shall mean any person, firm or corporation other than employees of the Contractor who or which contracts with the Contractor to furnish, or actually furnishes labor, materials, and/or equipment for the Work and/or Project to be performed that is the subject of the Contract Documents.

### **3.41 Successful Bidder/Proposer**

"Successful Bidder" or "Successful Proposer" shall mean the Contractor and vice versa, whether a corporation, partnership, individual or any combination thereof, and its, their or his/her successors, personal representatives, executors, administrators, and permitted assignees.

### **3.42 Surety**

"Surety" shall mean any corporation that executes, as surety, the Bidder's/Proposer's Bid/Proposal bond, and/or any corporation that executed, as surety, the Contractor's Bid/Proposal, performance, and/or payment Bond.

### **3.43 Unilateral Change Order**

"Unilateral Change Order" shall mean a written order or alteration to a Contract or Purchase Order signed by the appropriate County authority directing an addition, deletion, or revision in the provision of the goods and/or Services or an adjustment in the Contract Price and/or Contract Time that does not require concurrence of the Contractor.

### **3.44 Work**

"Work" shall mean any and all obligations, duties and responsibilities necessary for the successful delivery of the goods and/or the successful completion of the Services, Project and/or tasks assigned to or undertaken by the Contractor pursuant to the Contract Documents, including, but not limited to, the furnishing of all labor, materials, equipment and other incidentals contemplated by and/or related to the Contract Documents.

## **4.0 Instructions**

### **4.1 Bid Submissions**

4.1.1 The County shall only accept Offers through its Electronic Bidding System.

4.1.2 Offers delivered by non-electronic means, facsimile, electronic mail (e-mail) or electronic means other than through the County's Electronic Bidding System will not be considered.

### **4.2 Affirmative Action Business Enterprise Policy**

4.2.1 The County hereby notifies all Offerors that Minority Business Enterprises (MBE's), Disadvantaged Minority Business Enterprises (DMBE's), and Disadvantaged Women Business Enterprises (DWBE's) will be afforded an equal opportunity to participate in any

award made by the County pursuant to this Solicitation Document and will not be subjected to discrimination on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression. The County prohibits any person/business involved in County contracting and procurement activities, to discriminate on the basis of actual or perceived race, color, religion, sex, national origin, age, marital status, disability, sexual orientation, or gender identity or expression.

4.2.2 A written Affirmative Action/Equal Employment Opportunity (AA/EEO) Policy or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, then a written Affirmative Action (AA) Policy Statement is required. A copy of Offeror's written AA/EEO Policy/Program or AA Policy Statement (as applicable) should be submitted to the County within five (5) Business Days of notification of low Bidder status by the County but **must** be submitted no later than fifteen (15) Business Days after notification of low Bidder status by the County.

4.2.3 Offeror is required to complete and submit the "Affirmative Action Plan Self-Analysis" Forms contained in the County's AA/EEO Packet (included in this solicitation) no later than fifteen (15) Business Days after notification of low Bidder status by the County.

#### **4.3 Award of Contract and Rejection of Bids**

4.3.1 A Contract, if awarded, will be awarded to the lowest responsive and responsible Bidder in accordance with this Solicitation Document and applicable law.

4.3.2 The County, in its sole discretion, may determine whether acceptance of the Bid/Quote is in the best interest of the County. Further, the County reserves the right to reject any and all Bids/Quotes and to waive any informality concerning a Bid/Quote whenever such rejection or waiver is in the best interest of the County and in conformance with Florida Law.

4.3.3 The County also reserves the right to reject the Bid/Quote of any Bidder:

4.3.3.1 determined to be non-responsive due to failure to perform properly or timely on a comparable contract; and

4.3.3.2 who is not in a position to perform the contract.

4.3.4 Bidder must have the capacity, knowledge, skill and general ability to fully perform. Bidder must also have the integrity, reliability and other applicable qualities that will ensure good faith performance. The County reserves the right to require Bidder to submit documentation and other evidence attesting to the Bidder's responsibility. The County may reject Bidder's Bid/Quote if, at the County's sole discretion, Bidder fails to submit documents and evidence of responsibility and/or the County has determined that the Bidder is not responsible.

#### **4.4 Bid Documents**

ITB-24-24741

Page 14



4.4.1 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Insurance and Bond requirements, Specifications, Requirements, any Amendment(s) issued, together with all the attached documents herein identified constitute the entire Solicitation Document, and must be the basis of all Offers.

4.4.2 Bidder's/Proposer's Offer pricing, in addition to all Amendment(s) issued, and any other documentation required by this Solicitation Document that is submitted by the Bidder/Proposer in response to this procurement shall constitute the Offer. The Bidder/Proposer is only required to submit its Offer in addition to any Amendment(s) issued and any other documentation required by this Solicitation Document.

4.4.3 The Definitions, Instructions, General Terms and Conditions, Special Terms and Conditions, Requirements, Insurance and Bond requirements, Specifications, Equal Employment Opportunity and Affirmative Action requirements, all Amendment(s) issued, the Bidder's/Proposer's Offer, the Agreement, if applicable, together with all other attached documents herein identified and all supplementary drawings issued after award of the Contract shall constitute the "Contract Documents" upon the award of this Solicitation Document.

#### **4.5 Bid/Proposal/Quote Pricing**

Pricing must be quoted only in the space(s) provided within this Solicitation Document; no other form(s) will be accepted. When applicable, all prices quoted are to be free-on-board (F.O.B.) to the job site or specified delivery location in Hillsborough County, Florida.

#### **4.6 Bid/Proposal/Quote Results**

Preliminary results are generally available within two (2) Business Days to Bidders/Proposers in the County's Electronic Bidding System.

#### **4.7 Bidder/Proposer Request for Interpretation of Solicitation Document**

No interpretation of the meaning of the Specifications or Scope of Work contained in this Solicitation or related Contract Documents will be made to any Bidder/Proposer orally. Every request for such interpretation must be submitted in writing through the electronic bidding system (Bonfire). **To be given consideration, such requests must be received no later than 14 calendar days after the date of Solicitation issuance in Bonfire, site visit, or pre-bid conference, whichever is later.** All interpretations and supplemental instructions provided by the County will be in the form of a written amendment which, if issued, will be communicated to all Bidders/Proposers who have acknowledged participation within Bonfire. All issued amendments shall become part of the Contract Documents. The "Primary Contact" information on Page 1 of this Solicitation is provided in the event assistance is needed. No Bids or Proposals shall be submitted or accepted through electronic mail (e-mail), facsimile, or by hard copy (paper). Bids and Proposals will only be accepted and considered if submitted through Bonfire.

#### **4.8 Bidder/Proposer Responsible for Examining/Investigating Work Site(s)**

If applicable to this Solicitation Document, Bidder/Proposer is solely responsible for examining all Sites of the proposed Work and conducting any investigations necessary to inform itself of any difficulties that may be involved in the completion of the Work. Bidder's/Proposer's failure to conduct such examinations and investigations shall not:

4.8.1 excuse the Successful Bidder's/Proposer's failure to complete the Work in accordance with the Specifications and requirements set forth in this Solicitation Document based on the Successful Bidder's/Proposer's ignorance of conditions or difficulties that may exist prior to the Close Date or of conditions or difficulties that may be encountered during the execution of the Work; and/or

4.8.2 be a basis for any claims for additional compensation and/or for any extensions of time.

#### **4.9 Procurement Policy and Procedures and Hillsborough County Ordinance – Protest Process and Procedures**

Offeror is advised that by submitting an Offer, Offeror hereby agrees to comply with the County's Procurement Policy and Procedures, including, but not limited to, the County's policy and procedures regarding Bid protests and Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3. The County's Procurement Policy and Procedures can be found on the County's website at:

[www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents](http://www.hcflgov.net/en/businesses/doing-business-with-hillsborough/vendors/vendor-forms-and-documents)

Offeror is further advised that pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, Sec. 2-567(b)(i), any protest of the Specifications and/or terms and conditions contained within this Solicitation Document must be received by the County no later than five (5) Business Days before the Close Date/Bid Submittal Deadline set forth in this Solicitation Document.

#### **4.10 Bidder's/Proposer's Understanding of the Solicitation Document**

Bidder/Proposer is solely responsible for reading and completely understanding this Solicitation Document in its entirety.

#### **4.11 Brand Names, Etc. (Pre)**

4.11.1 In instances where the Specifications make this subject applicable, any use therein of brand names, manufacturers' names, trade names, information and/or catalog numbers are used solely for the purpose of providing descriptions and for establishing acceptable quality levels. Such references are not intended to place restriction on the Bidders/Proposers (other than as to quality) and Bidders/Proposers may submit items for approval up to ten (10) Days prior to the Close Date in writing. If the items are approved, an Amendment will be issued and the approved products shall become part of the Specifications.

4.11.2 Bidders/Proposers must furnish all requested information in the spaces provided on the Bid Proposal. Additionally, where required pursuant to the provisions of this solicitation, Bidders must submit the following with their Bid Proposal: catalog cuts, sketches, descriptive literature, and/or complete specifications relative to the items proposed and offered. References to previously submitted material concerned with previous Bid Proposals are not acceptable to County.

#### **4.12 Cancellation of Solicitation Document**

The County reserves the right to cancel, in whole, or in part, this Solicitation Document when deemed to be in the best interest of the County.

#### **4.13 Compliance With Occupational Safety and Health Act (O.S.H.A.)**

In instances where such is applicable due to the nature of a Solicitation Document, all material, equipment, etc., as proposed and offered by the Bidder/ Proposer must meet and conform to all O.S.H.A. requirements.

#### **4.14 Condition of Goods, Shipping Costs, and Claims Against Carrier**

Unless otherwise specified, all goods supplied will be new, not used or re-manufactured. Bid/Proposal/Quote prices shall include costs of delivery, shipping and handling. Any claims against the carrier will be the responsibility of the Contractor.

#### **4.15 Cone of Silence**

Pursuant to Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, there shall be a Cone of Silence for all procurement solicitations (except sole source procurement) issued by the County that are at or over the County's formal bid limit in order to safeguard the integrity of the County's procurement and protest process. Except as otherwise provided in this section, the Cone of Silence shall go into effect on the date a procurement solicitation is issued by the County and shall end the earlier of five (5) Business Days after the County posts its notice of intent to award the contract(s) associated with this solicitation or on the date the procurement solicitation is canceled by the County. However, if a protest is timely filed, then the Cone of Silence shall remain in effect for the duration of the protest process including the exhaustion of any related appeals related to the protest. Unless otherwise provided for in Hillsborough County Code of Ordinances and Laws, Part A, Chapter 2, Article VI, Division 3, during the time period the Cone of Silence is in effect, no Offeror, interested party and/or their principals, officers, employees, attorneys or agents shall communicate with County employees, the Hearing Master assigned to hear the applicable protest appeal and/or members of the Board of County Commissioners, including their aides and employees regarding a procurement solicitation and/or its related protest. The Cone of Silence does not prohibit an Offeror from communicating with the Director of the County's Procurement Services Department, County Procurement staff, or the attorney in the County Attorney's office that is directly responsible for

the applicable procurement solicitation (this information can be obtained by contacting the County Procurement staff person listed as the contact in the applicable procurement solicitation). **It is the responsibility of any Offeror/interested party to ensure that the Cone of Silence is no longer in effect prior to communicating with any person under the Cone of Silence** (including determining whether protests have been filed for the subject solicitation and the status of such protests – which extends the Cone of Silence time period as stated above). A violation of the Cone of Silence will result in the disqualification of the Offeror from consideration in the award of the procurement solicitation unless it is determined that the violation is unintentional and/or not material.

#### **4.16 Deviations**

Bidder's/Proposer's Offer must state all deviations to the exact requirements imposed upon the Bidder/Proposer. Such deviations must be stated upon the Bidder's/Proposer's Offer form; otherwise, the County may consider Bidder's/Proposer's Offer as being made in strict compliance with the requirements of this Solicitation Document. The County reserves the right to accept or reject any and all Offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if doing so will serve the County's best interest. Only Offers which conform in all material respects to this Solicitation Document will be accepted. The County may reject any Offer not submitted in the manner specified by this Solicitation Document.

#### **4.17 Drug Free Workplace Program**

Pursuant to Section 287.087, Florida Statutes, Bidders/Proposers may submit with their Offers a certificate certifying that they have implemented a drug free workplace program. If two or more Offers are equal in price, quality, and service, preference will be given in the award process to the Bidder/Proposer who has furnished such certification with its Offer. A copy of the Drug-Free Workplace Form is attached to this solicitation and is also available from the Procurement Services Department website at:

<http://www.hillsboroughcounty.org/procurement>

#### **4.18 Electronic Payment Solution**

4.18.1 Automated Clearing House (ACH). Payments from the County will be made through an ACH payment solution where Offerors are paid with direct deposit. If the Offeror requests to opt out of being paid by direct deposit, then the Offeror should indicate its opt out in its Offer.

Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.

4.18.2 To enroll in ACH, Bidders must complete the Direct Deposit Authorization Form (included in this solicitation) or at:

[https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct\\_deposit\\_authorization\\_form.pdf](https://www.hillsboroughcounty.org/library/hillsborough/media-center/documents/procurement-services/selling-to-hillsborough/direct_deposit_authorization_form.pdf)

#### **4.19 Equipment Demonstration**

Prior to the Award of this Solicitation Document, the County reserves the right to require a demonstration of equipment as proposed in Bidder's/Proposer's Offer. Each Bidder/Proposer shall be prepared to schedule a demonstration of the type of equipment proposed at a time and location mutually agreeable to the Bidder/Proposer and the County. The location should be within reasonable traveling distance from the County, and the County shall be responsible for the travel expenses of its County staff members attending such demonstration. Equipment demonstration may be of Bidder/Proposer-owned equipment or third-party-owned equipment. Failure on the Bidder's/Proposer's part to provide the equipment demonstration as described may result in the rejection of its Offer and/or suspension from consideration for award of bids, proposals, or contracts with the County for a period of up to twenty-four (24) months.

#### **4.20 Execution of Written Agreement**

Within ten (10) Days of the Notice of Award, the Successful Bidder/Proposer will be required to sign a written Agreement if one has been made a part of this Solicitation Document and identified as the "Agreement".

#### **4.21 Facilities Inspection**

Prior to the award of this Solicitation Document, the County reserves the right to inspect the Bidder's/Proposer's facility and place of business to determine that the Bidder/Proposer has a regular, bona fide established business that is presently an on-going concern and is likely to continue as such, and is capable of providing the products and/or services, including any later warranty service, or replacement parts support as may be required.

#### **4.22 Hillsborough County Business Tax**

All Offerors are required to comply with Hillsborough County Code of Ordinances and Laws, Part A, Chapter 46, Article III, as may be amended in the future. Failure of an Offeror to comply with such regulation shall not be a basis to protest the County's award of the Contract; instead, any reported failure of an Offeror to comply with these regulations will be referred to the Hillsborough County Tax Collector.

#### **4.23 Inspection of Samples**

After the Bid Submittal Deadline/Close Date, the County reserves the right to review and inspect representative samples of the products/goods being proposed by the apparent lowest responsive Bidder/Proposer. Within ten (10) Business Days of receiving a request from the County, Bidder/Proposer shall provide the County with samples of each item requested for the purpose of the County conducting a quality test or comparison without cost to the County. At the County's option, this inspection may take place locally, at the Bidder's/Proposer's place of business or at a

location selected by the County. The County will not be responsible for shipping or other expenses incurred by the Bidder/Proposer in the qualification of its products or company. The County makes no guarantee that samples will be returned; however, samples not destroyed in testing may be available for return upon request (at the Bidder's/Proposer's expense) after testing is completed and after award of the Contract. Failure to provide the samples described above may result in the rejection of Bidder's/Proposer's Offer and/or suspension of Bidder/Proposer from bidding/proposing on County procurements.

#### **4.24 Licensing**

Bidder/Proposer shall be properly licensed for the appropriate category of Work specified in this Solicitation Document. All Bidders/Proposers are requested to submit any required license(s) with their Offers. License(s) must be effective as of the Bid Submittal Deadline/Close Date and must be maintained throughout the Contract Period. Failure to be properly licensed as stated above will result in the rejection of the Offer as non-responsive.

#### **4.25 Modification and/or Withdrawal of Offer Prior to Close Date**

Prior to the Bid Submittal Deadline/Close Date, Offers may be withdrawn upon written request signed by the Bidder/Proposer and submitted and/or postmarked to the County prior to the Bid Submittal Deadline/Close Date. Withdrawn Offers will not be returned to the Bidder/Proposer. Except as specifically provided for herein, Bidders/Proposers may not modify their Offers after the specified Bid Submittal Deadline/Close Date. Negligence on the part of the Bidder/Proposer in preparing its Offer confers no right of withdrawal or modification of its Offer after such Offer has been opened by County staff at the specified time and place. Bidders/Proposers may not withdraw or modify their Offers after the Bid Submittal Deadline/Close Date.

#### **4.26 No Assignment of Offers**

Bidder/Proposer may not assign or otherwise transfer its Offer prior to or after the Bid Submittal Deadline/Close Date.

#### **4.27 Obtaining Clarification and/or Additional Information**

Bidders/Proposers are instructed not to contact County employees regarding this Solicitation Document with the exception of employees of the Procurement Services Department. Potential Bidders/Proposers requesting clarification or additional information should contact the Procurement Services Department at the address/telephone/fax numbers or e-mail address listed in this Solicitation Document.

#### **4.28 Public Entity Crimes Statement**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer, or reply on a contract to provide any goods or services to a public entity; may not submit an offer, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit offers, 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to County policy, a conviction of a public entity crime may cause the rejection of an Offer. The County may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a Bidder/Proposer to promptly supply information in connection with an inquiry may be grounds for rejection of an Offer.

#### **4.29 Prohibition Against Considering Social, Political, or Ideological Interests in Government Contracting**

Bidders are advised that pursuant to Florida Statutes, Section 287.05701, the County cannot (a) request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible vendor, and (b) give preference to a Bidder based on the Bidder's social, political, or ideological interests.

#### **4.30 Prohibition Against Contracting with Entities of Foreign Countries of Concern if Entity Would Give Access to an Individual's Personal Identifying Information**

Bidders are advised that pursuant to Florida Statutes, Section 287.138, beginning January 1, 2024, the County cannot accept a bid on, proposal for, or reply to, or enter into a contract with an entity that would give access to an individual's personal identifying information if (a) the entity is owned by the government of a Foreign Country of Concern, (b) the government of a Foreign Country of Concern has a controlling interest in the entity, or (c) the entity is organized under the laws of or has its principal place of business in a Foreign Country of Concern. For purposes of this section, a "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country.

#### **4.31 Requested Information and Descriptive Literature**

Bidder/Proposer must furnish all requested information in the spaces provided within this Solicitation Document. Additionally, where required, Bidders/Proposers must attach cuts, sketches, descriptive literature and/or complete specifications relating to the items proposed in the Bidder's/Proposer's Offer.

#### **4.32 Responsibility Survey**

The apparent low Offeror will be so notified by County staff and may be required, upon receiving such notice, to complete and return the Responsibility Survey form as identified within the attachments and provide all information and documentation requested therein within five (5) Business Days. If, after reviewing the Responsibility Survey and accompanying submissions, the County elects to reject the apparent low Offeror based on its responsibility evaluation, the County

may perform the same responsibility evaluation, in succession, with each apparent next lowest Offeror until a contract is awarded to a suitable candidate or withdrawn.

#### **4.33 Submittal Deadline**

Offeror must submit its Offer prior to the time specified in the Close Date. Late Offers will not be accepted.

#### **4.34 Taxes**

State sales and Federal Excise taxes shall not be included in the Bidder's/Proposer's Offer, as Hillsborough County is tax exempt. The Director of Procurement Services will sign exemption certificates submitted by the Bidder/Proposer.

#### **4.35 Time Period Offer is Valid**

Offeror's Offer shall be in force for a period of not less than ninety (90) Days after the Close Date. Further, said Offer shall continue in force after said ninety (90) Day period, until thirty (30) Days following the date of receipt by County of written notice from the Offeror of its intent to withdraw its Offer, or until the date specified in said written notice as the expiration date of the Offer, whichever is later. The aforementioned time periods will remain in effect irrespective of whether an award has been made by the County. Notwithstanding the provisions of the preceding sentence, the Offeror may extend its Offer at any time prior to the scheduled expiration thereof.

#### **4.36 Unbalanced Offers and/or Excessive Line Item Prices**

The County reserves the right to reject any Offer in which unit prices, in the sole opinion of the County, are unbalanced. In addition, where the County has decided to award this Solicitation Document, it further reserves the right not to utilize a particular line item that, in the sole opinion of the County, is excessively priced, and reserves the right to obtain that item from another source.

### **5. GENERAL TERMS AND CONDITIONS**

#### **5.1 Applicable Law**

Unless otherwise specified, this Contract, including, but not limited to, the interpretation, bidding, award, execution and implementation thereof, shall be governed by the laws, rules, and regulations of the State of Florida.

#### **5.2 Changes in the Work/Change Orders/Modifications**

5.2.1 All additions, deletions, or revisions to the Contract shall be valid and enforceable only when authorized by a written Change Order or Modification Agreement approved and/or executed by the applicable authorized representatives of the County in accordance with County policy. Modification Agreements that are required to be approved by the Board of County Commissioners pursuant to County policy must be



executed by the Contractor and the Chair of the Board of County Commissioners. Only upon receipt of a Change Order or Modification Agreement shall the Contractor be authorized to proceed with the Work involved. All such Work shall be executed under the applicable terms and conditions contained in the Contract Documents.

5.2.2 Additional Work performed by the Contractor without the authorization of a Change Order or Modification Agreement will not entitle the Contractor to an increase in the Contract Price or an extension of the Contract Time except in the case of an emergency as provided for herein. The effect of this paragraph shall remain paramount and shall prevail irrespective of any conflicting provisions contained in these Contract Documents.

**5.2.3** It is the Contractor's responsibility to notify its Surety of any changes affecting the general scope of the Work/Services or change of the Contract Price, and the amount of the applicable Bond(s) shall be adjusted accordingly.

### **5.3 Contractor Must Use E-Verify, Must Have Legally Authorized Workforce & Utilize IMAGE Best Practices**

#### **5.3.1 E-Verify**

5.3.1.1 Pursuant to Florida Statutes Section 448.095, the Contractor (and its Subcontractors) are required to utilize the United States Department of Homeland Security's (DHS) E-Verify system for all newly hired employees. The E-Verify system is an Internet-based system operated by DHS that allows participating employers to electronically verify the employment eligibility of newly hired employees. Accordingly, by submitting its Offer, the Contractor represents and warrants that it is registered with, and uses, the E-Verify system for all newly hired employees.

5.3.1.2 Pursuant to Florida Statutes Section 448.095, the Contractor must obtain an affidavit from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor is required to maintain a copy of such affidavit for the duration of the Contract Period and shall provide the County with a copy of such affidavit within three (3) Business Days of the County's request for said affidavit.

5.3.1.3 Contractor is advised that pursuant to Florida Statutes Section 448.095, the County is required to terminate this Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one (1) year from the date of such termination.

5.3.1.4 Contractor is advised that pursuant to Florida Statutes Section 448.095, if the County has a good faith belief that a Subcontractor knowingly violated Florida Statutes Section 448.095(2) (but that the Contractor has otherwise

complied with said Florida Statute), that the County is required to promptly notify the Contractor of such violation and order the Contractor to immediately terminate its contract with the applicable Subcontractor.

### **5.3.2 Legally Authorized Workforce**

5.3.2.1 Contractor is advised that the County has entered into an agreement (the IMAGE Agreement) with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent knowingly hiring unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized workers to ICE. Accordingly, by submitting its Offer, Contractor represents and warrants:

5.3.2.1.1 that Contractor is in compliance with all applicable Federal, State and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States;

5.3.2.1.2 that all of Contractor's employees are legally eligible to work in the United States; and

5.3.2.1.3 that the Contractor has actively and affirmatively verified such eligibility utilizing the E-Verify system and/or the Federal Government's Employment Eligibility Verification Form (the Form I-9).

5.3.2.2 A mere allegation of Contractor's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Contractor unless the County has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1) or such allegation has been determined to be factual by ICE prior to the date the Contract is scheduled to be awarded by the County.

5.3.2.3 Good faith claims/beliefs of the Contractor's use of unauthorized workers must be reported to both of the following agencies: The County's Compliance Services hotline at (813) 272-6554; and ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE (1-866-347-2423).

### **5.3.3 IMAGE Best Practices**

Contractor is required to incorporate the following IMAGE Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Subcontractors:

5.3.3.1 Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.

5.3.3.2 Use the Social Security Number Verification Service and make a good faith effort to correct and verify the names and Social Security numbers of the current workforce. Establish a written hiring and employment eligibility verification policy.

5.3.3.3 Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not be limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.

5.3.3.4 Require the Form I-9 and E-Verify process to be conducted only by individuals who have received appropriate training and include a secondary review as part of each employee's verification to minimize the potential for a single individual to subvert the process.

5.3.3.5 Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.

5.3.3.6 Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process.

5.3.3.7 Establish a program to assess subcontractors' compliance with employment eligibility verification requirements. Encourage contractors to incorporate the IMAGE Best Practices contained in this paragraph and, when practicable, incorporate the verification requirements in Subcontractor agreements.

5.3.3.8 Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.

5.3.3.9 Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.

5.3.3.10 Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.

5.3.3.11 Maintain copies of any documents accepted as proof of identity and/or employment authorization for all new hires.

#### **5.4 Contractor Use of Hillsborough County for Marketing Prohibited**

The Contractor shall in no way use any statements, whether written or oral, made by the County's employees to market, sell, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s) unless authorized to do so, in writing, by the County Administrator or his/her designee. In addition, the Contractor shall not use subjective or perceived interpretations, even if factual, regarding the County's opinion of the Contractor's performance, product(s) and/or service(s) in any document, article, publication or press release designed to market, promote or highlight the Contractor and/or the Contractor's product(s) and/or service(s). This does not prevent the Contractor from including the County on its client lists and/or listing or using the County as a reference.

#### **5.5 Contractor's Responsibilities**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work and/or Project. If the Contractor observes that the Specifications are at variance with such laws, ordinances, rules or regulations, then the Contractor will give the County prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order, Unilateral Change Order or Modification Agreement to the Contract. If the Contractor performs any Work knowing that such

Work is contrary to such laws, ordinances, rules and regulations and without giving such notice to the County, the Contractor will bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to ensure that the Specifications are in accordance with such laws, ordinances, rules and regulations.

#### **5.6 County as Intended Beneficiary of Subcontracts**

The County shall be an intended substantial beneficiary of the written agreements between the Contractor and its subcontractors.

#### **5.7 Emergencies**

In emergencies affecting the safety of persons, the Work/Project or property at the site of such Work/Project or adjacent thereto, the Contractor, without special instruction or authorization from the County, is obligated to act at the Contractor's discretion to prevent threatened damage, injury or loss. The Contractor shall give the County prompt written notice of any significant changes in the Work/Project or deviations from the Contract Documents caused thereby, and a Change Order, Unilateral Change Order or Modification Agreement shall be issued covering the changes and deviations involved. If the Contractor believes that additional work done by it in an emergency which arose from causes beyond the Contractor's control entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim for the same. Such increase in Contract Price and/or extension of the Contract Time will be included in the Change Order, Unilateral Change Order or Modification Agreement if such claim is approved by the County.

## **5.8 Failure to Perform**

If, during the Contract Period, the Contractor should refuse or otherwise fail to perform any of its obligations under the Contract, the County reserves the right to:

5.8.1 Obtain the goods, Services and/or Work from another contractor; and/or

5.8.2 Terminate the Contract; and/or

5.8.3 Suspend/debar the Contractor from bidding on County solicitation documents for a period of up to twenty-four (24) months; and/or

5.8.4 Pursue any and all other remedies available to the County.

## **5.9 Fiscal Non-Funding/Availability of Funding**

The award of this Solicitation Document is contingent upon the availability of funding. Furthermore, if funding during the Contract Period becomes unavailable, the County reserves the right to terminate the Contract after providing the Contractor no less than twenty-four (24) hours written notice, provided that, the County will pay the Contractor for any authorized goods and/or Services provided prior to the Contractor's receipt of said termination notice. The County shall be the final authority as to the availability of funds.

## **5.10 Force Majeure**

The Contract Time may be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but is not limited to, acts or neglect by the County or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. In order to receive an extension of the Contract Time due to a force majeure event, the Contractor is required to make a claim of force majeure to the County and such claim must be approved by the County.

## **5.11 Hand Sanitizer Ordinance (05-8)**

Hand Sanitizer Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the use of portable restrooms.) Pursuant to Hillsborough County Ordinance; Hillsborough County, Florida - Code of Ordinances and Laws, Part A, Chapter 28, Article III (Hand Sanitizer Ordinance), as amended, every portable restroom in service in Hillsborough County which does not have a hand washing facility located within the portable restroom must have an operable hand sanitizer dispenser containing sanitation liquid affixed to the inside of the portable restroom or immediately adjacent to the portable restroom. The Contractor is solely responsible for ensuring that any and all portable restrooms owned or leased by the Contractor are in compliance with the ordinance.

## **5.12 Equal Employment Opportunity; Non-Discrimination Clause**

During the performance of this Contract, the Contractor shall comply with the following:

### **5.12.1 Hillsborough County**

5.12.1.1 Hillsborough County Human Rights Ordinance, Hillsborough County Code of Ordinances and Laws, Part A, Chapter 30, Article II, as amended, prohibits discrimination on the basis of race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in apprenticeships, training programs, employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices.

5.12.1.2 Hillsborough County Home Rule Charter, Article IX, Section 9.11, as amended, provides that the County shall not deprive any person of any right because of race, sex, age, national origin, religion, disability or political affiliation. Printed in Hillsborough County Code of Ordinances and Laws, Part A.

### **5.12.2 State of Florida**

5.12.2.1 Florida Constitution, Preamble and Article I, section 2 protect citizens from being deprived of inalienable rights because of gender, race, religion, national origin, or physical disability.

5.12.2.2 Florida Statutes section 112.042, requires nondiscrimination in employment by counties and municipalities, on the basis of race, color, national origin, sex, handicap, or religion.

5.12.2.3 Florida Statutes section 112.043, prohibits age discrimination in employment.

5.12.2.4 Florida Statutes section 413.08, provides for rights of an individual with a disability and prohibits discrimination against persons with disabilities in employment and housing accommodations.

5.12.2.5 Florida Statutes section 448.07, prohibits wage rate discrimination on the basis of sex.

5.12.2.6 Florida Civil Rights Act of 1992, Florida Statutes sections 760.01 - 760.11, as amended.

5.12.2.7 Florida Statutes section 509.092, prohibits refusing access to public lodging on the basis of race, creed, color, sex, physical disability, or national origin.

5.12.2.8 Florida Statutes section 725.07, prohibits discrimination on the basis of sex, marital status or race in loaning money, granting credit or providing equal pay for services performed.

5.12.2.9 Florida Fair Housing Act, Florida Statutes sections 760.20 - 760.37.

5.12.2.10 Florida Statutes section 760.40, provides for the confidentiality of genetic testing and requires informed consent prior to such testing.

5.12.2.11 Florida Statutes section 760.50, prohibits discrimination on the basis of AIDS, AIDS-related complex, and HIV.

5.12.2.12 Florida Statutes section 760.51, provides for remedies and civil penalties for violations of civil rights.

5.12.2.13 Florida Statutes section 760.60, prohibits discriminatory practices of certain clubs.

5.12.2.14 Florida Statutes section 760.80, provides for minority representation on boards, commissions, council, and committees.

### **5.12.3 Federal**

5.12.3.1 Section I of the Fourteenth Amendment to the United States Constitution, U.S. Const. amend. XIV, section 1.

5.12.3.2 Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

5.12.3.3 Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e et seq., as amended by the Equal Employment Opportunity Acts of 1972 and 1975, the Civil Rights Act of 1991, P.L. 102-166, 105 Stat.1071, and the Lilly Ledbetter Fair Pay Act of 2009, P.L. 111-2, 123 Stat. 5.

5.12.3.4 Civil Rights Acts of 1866 and the Enforcement Act of 1870, 14 Stat. 27 and 16 Stat. 140, 42 U.S.C. section 1981.

5.12.3.5 Title VIII of the Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.6 Civil Rights Restoration Act of 1987, P.L. 100-259, 102 Stat. 28.

5.12.3.7 Civil Rights Act of 1991, P.L. 102-166, 105 Stat. 1071.

5.12.3.8 Civil Rights Act of 1968, Fair Housing Act, P.L. 90-284, 82 Stat. 73, 42 U.S.C. 3601 et seq.

5.12.3.9 Equal Opportunity Regulations, 41 CFR section 60-1.4, as amended.

5.12.3.10 Standards for a Merit System of Personnel Administration, 5 CFR section 900.601 et seq.

5.12.3.11 Executive Order 11246, Equal Employment Opportunity, and its implementing regulations, 41 CFR Chapter 60.

5.12.3.12 Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended.

5.12.3.13 Executive Order 12250, Leadership and Coordination of Nondiscrimination Laws.

5.12.3.14 Age Discrimination in Employment Act of 1967, 29 U.S.C. section 621 et seq., P.L. 90-202, as amended.

5.12.3.15 Age Discrimination Act of 1975, 42 U.S.C. section 6101 et seq., P.L. 94-135, 89 Stat. 728, as amended.

5.12.3.16 Older Americans Amendments of 1975, 42 U.S.C. section 3001 et seq., P.L. 94-135, 89 Stat 713.

5.12.3.17 Americans with Disabilities Act of 1990, 42 U.S.C. section 12101 et seq., as amended by the ADA Amendments Act of 2008, P.L. 110-325, 122 Stat. 3554.

5.12.3.18 Vietnam Era Veterans' Readjustment Assistance Act of 1974, 38 U.S.C. section 4212, as amended.

5.12.3.19 Section 14001 of Consolidated Omnibus Budget Reconciliation Act of 1985, as amended.

5.12.3.20 State and Local Fiscal Assistance Act of 1972, as amended.

5.12.3.21 Office of Management and Budget Circular A-102, Grants and Cooperative Agreements with State and Local Governments, as amended.

5.12.3.22 Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance, 40 C.F.R. sections 5.100-5.605.

5.12.3.23 Executive Order 13673, Fair Pay and Safe Workplaces.

**5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows:**

5.12.4.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,



gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

5.12.4.2 The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

5.12.4.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

5.12.4.4 The Contractor will send to each labor union or representative of workers with which it has collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5.12.4.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5.12.4.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

5.12.4.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

5.12.4.8 The Contractor will include the provisions of the subparagraphs contained in this section titled "5.12.4 If applicable, and required by 41 CFR 60-1.4 or other federal law or regulation, during the performance of this contract, the Contractor agrees as follows" in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**The above are not intended to be a complete list of all applicable local, state, or federal statutes, orders, rules or regulations, as they may be amended from time to time, or added to (newly promulgated) from time to time, during the term of resulting contracts.**

### **5.13 Indemnification**

5.13.1 General Liability Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall be liable for the actions of its agents, employees, partners, or subcontractors and shall indemnify, defend, and hold harmless the County, and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and/or damage to real or personal tangible property alleged to be caused, in whole or in part, by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the County.

5.13.2 Patent and Copyright Indemnification - with respect to any Work, Services and/or goods provided pursuant to this Contract, the Contractor shall indemnify, defend, and hold harmless the County from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement

of trademark, copyright patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a County's misuse or modification of Contractor's products or County's operation or use of Contractor's products in a manner not contemplated by the Contract.

If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may, at its sole expense, procure for the County the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the product, the Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. The County shall not be liable for any royalties.

5.13.3 The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the County giving the Contractor:

5.13.3.1 written notice of any action or threatened action;

5.13.3.2 the opportunity to take over and settle or defend any such action at Contractor's sole expense; and

5.13.3.3 assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the County in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

#### **5.14 Injury and/or Damage Claims**

Should the County or the Contractor suffer injury or damage to its person or property because of any error, omission or act of the other or of any of its employees, agents or others for whose acts it is legally liable, claim should be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

#### **5.15 Interpretation and Intent of Contract Documents**

The Contract Documents are complementary; what is called for by one Contract document is as binding as if called for by all of the Contract Documents. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor must bring it to the County's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: 1) Agreement, 2) Amendment(s) (if applicable to this Solicitation Document), 3) Specifications, 4) Special Terms and Conditions, 5) General Terms and Conditions, and 6) Instructions. Any Work that may reasonably be inferred from the Specifications and/or drawings/maps as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, when applied, have a well-known technical or

trade meaning shall be deemed to refer to such recognized standards. In case of conflict, the more stringent requirements shall take precedence.

#### **5.16 Laws and Regulations**

The Contractor is hereby advised that all applicable Federal and State laws, municipal and County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the goods, Services and/or Work provided under this Contract shall be deemed to be a part of this Contract.

#### **5.17 Legally Required Statement and Provisions Regarding Access to Records for Services Contracts**

The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Contractor/Service Provider has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that the Contractor/Service Provider is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Contractor/Service Provider. As stated below, the Contractor/Service Provider may contact the County's Custodian of Public Records with questions regarding the application of the Public Records Law; however, the Contractor/Service Provider is advised to seek independent legal counsel as to its legal obligations. The County cannot provide the Contractor/Service Provider advice regarding its legal rights or obligations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**5.17.1 813-272-5790,**

**5.17.2 StromerS@HCFLGov.net,**

**5.17.3 Procurement Services, 601 E. Kennedy Blvd., 25th Floor,  
Tampa, Florida 33602.**

If under this Contract, the Contractor is providing services and is acting on behalf of the County as provided under Section 119.011(2), Florida Statutes, the Contractor will comply with public records law, and agrees to:

**5.17.4 Keep and maintain public records required by the County to perform the services.**

5.17.5 Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

5.17.6 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

5.17.7 Upon completion of the Contract, transfer at no cost to the County, all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion 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 of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Failure of the Contractor to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Contract by the County.

#### **5.18 Maintenance of Records/Public Records Law**

5.18.1 In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Bidders/Proposers should be aware that this Solicitation Document and all Offers are in the public domain and are available for public inspection. Bidders/Proposers are requested, however, to identify specifically any information contained in their Offers which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081, Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law and including narrative explaining the applicable legal exemption as it relates specifically to Bidder's/Proposer's confidential and/or proprietary information.

5.18.2 All Offers received in response to this Solicitation Document will become the property of the County and will not be returned. In the event of an award, all documentation produced as part of the Contract will become the exclusive property of the County.

5.18.3 All materials that qualify for exemption from Chapter 119, Florida Statutes, or other applicable law must be submitted in an attachment or in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with Bidder's/Proposer's name and the Solicitation Document number marked on the outside.

5.18.4 The County will not accept Offers when the entire Offer is labeled as exempt from public disclosure.

5.18.5 Be aware that the designation of an item as exempt from public disclosure by a Bidder/Proposer may be challenged in court by any person or entity. By designation of material in the Offer as exempt from public disclosure, Bidder/Proposer agrees to defend the County (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Bidder's/Proposer's designation of material as exempt from public disclosure and to hold harmless the County (and its employees, agents and elected and appointed officials) from any award to a plaintiff for damages, costs and attorneys' fees, incurred by the County by reason of any claim or action related to Bidder's/Proposer's designation of material as exempt from public disclosure.

#### **5.19 No Assignment of Contract**

The Contractor may not make any assignment of the resulting Contract between the County and the Contractor, in whole or in part, without the prior written authorization of the County. Failure to obtain prior written authorization of the County will result in a delay of payment(s) at a minimum and may result in termination for breach of contract.

#### **5.20 Non-Exclusive Contract**

Award of this Contract shall impose no obligation on the County to utilize the Successful Bidder/Proposer for all Services and/or Work of this type, which may develop during the Contract Period. This is not an exclusive Contract. The County specifically reserves the right to concurrently contract with other companies for similar Services and/or Work if it deems such action to be in the County's best interest.

#### **5.21 Notices to Contractor**

Notices to the Contractor shall be served upon the Contractor by electronic mail (e-mail), facsimile, U.S. mail, hand delivery, courier delivery, or express mail delivery of said notice to the Contractor's residence, place of business and/or with the Contractor's designated agent.

#### **5.22 Notices to the County**

Contact information (County's Project Manager) will be provided to the Contractor with the initial Blanket Purchase Agreement (BPA), Contract Purchase Agreement (CPA), and/or Standard Purchase Order (SPO).

#### **5.23 Payment and Completion**

5.23.1 The Project Manager, within fifteen (15) Days of receipt of each invoice will either approve or reject the invoice. If the Project Manager rejects the invoice, then the invoice will be returned to the Contractor and will state, in writing, the reason for rejecting the invoice. In the event the Contractor receives a rejected invoice, the Contractor may make

the necessary corrections and resubmit the invoice to the Project Manager. Within thirty (30) Days of approval of an invoice for payment, the County will pay the Contractor the amount approved.

5.23.2 The Project Manager's approval of any payment requested in an invoice shall constitute a representation by the Project Manager to the County that the conditions precedent to the Contractor being entitled to payment as set forth herein have been fulfilled.

5.23.3 The Project Manager's approval of final payment shall constitute an additional representation by him/her to the County that the conditions precedent to the Contractor's being entitled to final payment as set forth herein have been satisfied.

5.23.4 The Project Manager may refuse to approve, in whole, or in part, an invoice if, in his/her opinion, he/she is unable to make the representation to the County that all the conditions precedent to the Contractor being entitled to payment have been satisfied. The Project Manager may also refuse to approve any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous approval of such payment, to such extent as may be necessary in his/her opinion to protect the County from loss because:

5.23.4.1 The Work is defective;

5.23.4.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof; or

5.23.4.3 The Contract Price has been reduced because of Change Order, Unilateral Change Order or Modification Agreement.

5.23.5 As established by Florida Statute 218.74(2) payment for the purchase or lease of goods and services shall be made within forty-five (45) Days after the date a proper invoice is presented for payment to the County's Finance Department, Clerk of the Circuit Court, as Accountant to the Board of County Commissioners and as Chief Disbursement Officer.

#### **5.24 Payment to Contractor by Electronic Payment Solution**

ACH (Direct Deposit): If the Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit. The Contractor's bank account information will remain confidential to the extent provided by law as necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance will be sent to the Contractor via e-mail.

#### **5.25 Payment to Subcontractors**

By submission of an invoice, the Contractor certifies that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage)

by the Contractor prior to receipt of any further progress payments. During the Contract Period and upon completion of the Contract, the County may request documentation to certify payment to subcontractors and/or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the County or any liability on the County for the Contractor's failure to make timely payment to the subcontractors and/or suppliers.

## **5.26 Performance Standards and Product Quality**

In the event the Specifications omit details concerning performance standards and/or product quality, the Contractor shall use only the best commercial practices and/or materials and workmanship of the highest quality when performing this Contract.

## **5.27 Prohibition Against Contracting with Scrutinized Companies and Termination of Contracts with Scrutinized Companies**

5.27.1 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting (in any amount) with a company for goods and/or services that is (a) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), or (b) engaged in a boycott of Israel. The County reserves the right to terminate the Contract if the County discovers that the Contractor has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.27.2 Contractor is advised that Florida Statutes, Section 287.135, prohibits agencies and governmental entities from contracting with a company for goods and/or services in the amount of One Million Dollars (\$1,000,000) or more if such company is (a) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (b) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473), or (c) engaged in business operations in Cuba or Syria. The County reserves the right to terminate the Contract if the County discovers that the Contractor has (i) submitted a false certification regarding the Contractor's business operations in the countries and/or industries listed in (a) through (c) of this paragraph, (ii) been placed on the Scrutinized Companies with Activities in Sudan List, (iii) been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or (iv) engaged in business operations in Cuba or Syria.

## **5.28 Project Manager's Status**

5.28.1 County's Representatives: The Project Manager shall be the County's representative during the Contract Period. The duties, responsibilities and the limitations of authority of the Project Manager during the Contract Period are set forth in this section and shall not be extended without the written consent of the County's Board of County Commissioners or designee.



5.28.2 Rejecting Defective Work: The Project Manager will have the authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective and/or does not conform to the requirements of any inspection, test or approval). The Project Manager will also have the authority to require special inspection or testing of the Work.

### **5.29 Severability**

In the event any section, sentence, clause or provision of this Contract is held to be invalid, illegal or unenforceable by a court having jurisdiction over the matter, the remainder of this Contract shall not be affected by such determination and shall remain in full force and effect.

### **5.30 Solid Waste Collection and Disposal**

Solid Waste Collection and Disposal; Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II. (This provision shall be applicable only if the Services and/or Work to be performed under this Contract will involve and/or require the Contractor to remove or dispose of solid waste.) Pursuant to Hillsborough County, Florida - Code of Ordinances and Laws, Part B, Public Utilities, Chapter 130, Article II (Solid Waste Collection and Disposal), as amended, all solid waste accumulated as a result of this Contract that the Contractor is required to remove and dispose of, and which the Contractor chooses not to self haul, shall be removed and disposed of by one of the three authorized Hillsborough County solid waste franchise collectors. For a list of the authorized franchise collectors, please contact the Public Works Department/Solid Waste Division at 813-272-5680. The use of any other company or entity for the collection and disposal of solid waste in the Hillsborough County solid waste service area may be a violation of Chapter 130, Hillsborough County, Florida Code of Ordinances and Laws, Part B, Public Utilities, as amended.

### **5.31 Starting the Work**

The Contractor will start the Work and/or Project on the date determined by the County in its Purchase Order or Notice to Proceed.

### **5.32 Statement of Assurance**

During the performance of this Contract, the Contractor herein assures the County, that said Contractor is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that the Contractor does not on the grounds of race, color national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against said Contractor's employees or applicants for employment. The Contractor understands and agrees that this Contract is conditioned upon the veracity of this Statement of Assurance. Furthermore, the Contractor herein assures the County that said Contractor will comply with Title VI of the Civil Rights Act of 1964 when federal grant(s) is/are involved. This Statement of

Assurance shall include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

### **5.33 Suspension of Work**

Upon seven (7) Days written notice to the Contractor, the County may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and/or Project and terminate this Contract. In such case the Contractor shall be paid for all Work executed and/or goods delivered to and accepted by the County.

## Question Set 1: Bidder Requirements/Acknowledgements

| #                                                   | Question                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Response | Comment                | Status   |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------------------|----------|
| <b>Affirmations</b>                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                        |          |
| 1.1.1                                               | Company Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | -        | OSBURN ASSOCIATES, INC | Complete |
| 1.1.2                                               | Federal Employer Identification Number (FEIN)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | -        | 31-1041688             | Complete |
| 1.1.3                                               | Name of person submitting the Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | -        | KYLE JOHNSON           | Complete |
| 1.1.4                                               | Title of person submitting the Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | -        | BIDDING AGENT          | Complete |
| 1.1.5                                               | I represent that I am at least eighteen (18) years of age.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes      |                        | Complete |
| 1.1.6                                               | I represent that the printing of my name and the submittal of a Bid is intended to authenticate this writing and to have the same force and effect as my manual signature.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes      |                        | Complete |
| 1.1.7                                               | I represent that I am either authorized to bind the Bidder, or that I am submitting the Bid on behalf of and at the direction of the Bidder's representative authorized to contractually bind the Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes      |                        | Complete |
| 1.1.8                                               | I represent that the Bidder and/or its applicable representative(s) has reviewed the information contained in this Bid and that the information submitted is accurate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes      |                        | Complete |
| 1.1.9                                               | At this present time, we understand all requirements and state that as a serious Bidder we will comply with all the stipulations included in this Solicitation Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Yes      |                        | Complete |
| <b>The above-named Bidder affirms and declares:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                        |          |
| 1.2.1                                               | Bidder affirms and declares that the Bidder is of lawful age and that no other person, firm or corporation has any interest in this Bid or in the Contract proposed to be entered into.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes      |                        | Complete |
| 1.2.2                                               | Bidder affirms and declares that this Bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a Bid for the same purpose, and is, in all respects, fair and without collusion or fraud.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes      |                        | Complete |
| 1.2.3                                               | Bidder affirms and declares that the Bidder is not in arrears to Hillsborough County upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to Hillsborough County.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes      |                        | Complete |
| 1.2.4                                               | Bidder affirms and declares that no officer or employee or person whose salary is payable, in whole or in part, from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid; in the performance of this Contract; in the supplies, materials, equipment, and Services and/or Work to which they relate; or in any portion of the profits thereof.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes      |                        | Complete |
| 1.2.5                                               | Bidder affirms and declares that the Bidder has carefully examined the site where the Services and/or Work are to be performed and that, from the Bidder's own investigations, the Bidder is satisfied with the nature and location of the Project and/or Work to be performed; the character, quality and quantity of materials; the kind and extent of the equipment and other facilities needed for the performance of the Services and/or Work; the general and local conditions, all difficulties to be encountered; and all other items which may in any way affect the performance of the Services and/or Work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Yes      |                        | Complete |
| 1.2.6                                               | Bidder affirms and declares that the Bidder has not altered the original Solicitation Document in any way and further understands that any such alteration of the original Solicitation Document may result in rejection of the Bidder's Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Yes      |                        | Complete |
| 1.2.7                                               | Bidder acknowledges and understands that Section 287.135, Florida Statutes, prohibits agencies and governmental entities from contracting with a company for goods and/or services that are One Million Dollars (\$1,000,000) or more, if such company is (i) engaged in business operations in Cuba or Syria, (ii) on the Scrutinized Companies that Boycott Israel List (created pursuant to Florida Statutes, Section 215.4725), (iii) on the Scrutinized Companies with Activities in Sudan List (created pursuant to Florida Statutes, Section 215.473), or (iv) on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (created pursuant to Florida Statutes, Section 215.473). Bidder hereby certifies that Bidder (i) is not engaged in business operations in Cuba or Syria, (ii) is not on the Scrutinized Companies that Boycott Israel List, (iii) is not on the Scrutinized Companies with Activities in Sudan List, and (iv) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Bidder acknowledges and understands that pursuant to Florida Statutes, Section 287.135, the submission of a false certification may subject Bidder to civil penalties, attorneys' fees and/or costs. | Yes      |                        | Complete |
| 1.2.8                                               | In addition to the Bidder's affirmations set forth herein, Bidder affirms and declares that Bidder is in compliance with Florida Statutes, Section 448.095 which, in part, requires all Contractors and its Subcontractors to register with and use the United States Department of Homeland Security's E-Verify system for all newly hired employees, and requires Contractors to obtain affidavits from its Subcontractors stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Bidder acknowledges and understands that pursuant to Florida Statutes Section 448.095, the County is required to terminate the Contract if it has a good faith belief that the Contractor knowingly violated Florida Statutes Section 448.09(1); whereupon, the Contractor will not be eligible for award of a public contract for at least one year from the date of such termination.                                                                                                                                                                                                                                                                                                                                               | Yes      |                        | Complete |
| <b>General Requirements</b>                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |          |                        |          |
| 1.3.1                                               | In the event an Agreement is executed upon the award of this Invitation to Bid to the Bidder, the County will provide Successful Bidder with a copy of the executed Agreement, if applicable. The County prefers to provide the document via electronic mail (e-mail). However, if Bidder wishes to receive an original hard copy of the executed Agreement, it can be mailed. Indicate the delivery method desired.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | -        | EMAIL IS PREFERRED     | Complete |

|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     |                  |          |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------------------|----------|
| 1.3.2        | <p>Pursuant to the SPECIAL TERMS AND CONDITIONS that allows the Contract to be available to all government agencies, departments, and municipalities, does the Bidder agree to make the contract and bid prices submitted available to all government agencies, departments, and municipalities?</p> <p>The Bidder's choice to make the contract available (or not) will NOT be considered in the award of the Bid.</p>                                                                                                          | Yes |                  | Complete |
| 1.3.3        | <p>Bidder requests to opt out of payment from the County by direct deposit through the ACH electronic payment solution.</p> <p>Note: If Bidder is already enrolled in the County's ACH solution for an existing contract/award, the Bidder will automatically receive payment using their enrolled solution in the event the Bidder is the Successful Bidder.</p> <p>The Bidder's choice to opt out of payment by direct deposit through the ACH electronic payment solution will NOT be considered in the award of the Bid.</p> | Yes |                  | Complete |
| 20 Questions |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |     | 100.00% Complete |          |

Question Set 1: General Requirements

| #                           | Question                                                                                                                                                                                                                                  | Response | Comment                  | Status   |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|--------------------------|----------|
| 1.0.1                       | Deviation(s): Any representation of deviation(s) may cause this Bid to be rejected by Hillsborough County. The following represents every deviation (itemized by number) to the foregoing Invitation to Bid upon which this Bid is based. |          | NO DEVIATIONS BEING USED | Complete |
| 1 Questions100.00% Complete |                                                                                                                                                                                                                                           |          |                          |          |

# Responses

Success: All data is valid!

|                              |      |                                                                                                                                                                                                                                                                             |                 |                      | Numeric      |              |
|------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------|--------------|--------------|
| Status                       | #    | Item                                                                                                                                                                                                                                                                        | Unit of Measure | Estimated Quantities | Unit Price   | Total Cost   |
| Success: All values provided | #0-1 | TrafficJet™ Xpert Print SystemPrinter & Software, Integrated Dryer, Start-Up Kit, Installation & Training. Fast printing up to 162 ft per hour,reduced ink consumption.                                                                                                     | Each            | 1                    | \$ 34,500.00 | \$ 34,500.00 |
| Success: All values provided | #0-2 | TrafficJet™ Roll to Roll Laminator64” film width roll to roll laminator with heat assist. Includes five (5) roll shafts and one (1) unwinding shaft, metal feeding tray, safety and optical eye, multifunction footswitch. Also includes installation and on-site training. | Each            | 1                    | \$ 11,000.00 | \$ 11,000.00 |
| Basket Total                 |      |                                                                                                                                                                                                                                                                             |                 |                      |              | \$ 45,500.00 |
| Grand Total                  |      |                                                                                                                                                                                                                                                                             |                 |                      |              | \$ 45,500.00 |

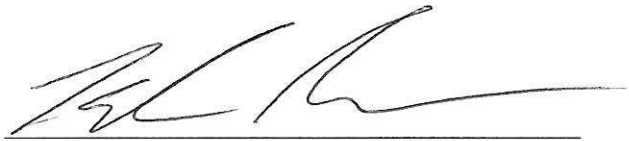
# DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

\_\_\_\_ Osburn Associates, Inc. \_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



Offeror's Signature

\_\_\_\_ 04-01-2024 \_\_\_\_\_

Date

## Osburn Associates, Inc.

### AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of Osburn Associates, Inc. to give equal opportunity of employment to all qualified persons without regard to:

- \*Age
- \*Sex
- \*Race
- \*Color
- \*Religion
- \*National Origin
- \*Mental or Physical Handicap
- \*Marital Status
- \*Sexual Orientation
- \*Gender Identity or Expression

and to take affirmative action to provide equal opportunity to all qualified persons in all personnel actions including, but not limited to:

- \*Recruitment and Hiring
- \*Compensation and Other Employee Benefits
- \*Training
- \*Promotion and Demotion
- \*Layoff and Termination

It is also our policy to take affirmative action in the employment and advancement in employment of qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

Discrimination complaints should be directed to Mike Grove, HR who will conduct an investigation, notify all concerned parties of the results of the investigation, and take corrective action if the complaint is found to have basis.

It is further our policy to comply with all applicable Federal and State laws with respect to Equal Employment Opportunity and Affirmative Action.

  
\_\_\_\_\_  
Chief Executive Officer

Jeff Osburn  
\_\_\_\_\_  
Printed Name

04/01/24  
\_\_\_\_\_  
Date



## Osburn Associates, Inc.

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### EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Osburn Associates, Inc. to provide equal employment opportunity to present and prospective employees without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups.

Osburn Associates, Inc. will take affirmative action when necessary to achieve equal employment opportunity in selection and all other personnel actions without regard to age, sex, race, color, religion, national origin, mental or physical handicap, veteran status, marital status and other applicable groups. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other forms of compensation; and selection for training, including apprenticeship.

Mike Grove, HR for Osburn Associates, Inc. is responsible for coordinating the day-to-day implementation and monitoring of the firm's affirmative action efforts. As the firm grows, every effort will be made towards achieving a balanced workforce representation of minority and women employees at all levels. We endorse this policy and give our support to the EEO goals as outlined in the statement.

  
\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Jeff Osburn

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

\_\_\_\_\_  
04/01/24

\_\_\_\_\_  
Date

**AFFIRMATIVE ACTION PLAN  
SELF-ANALYSIS**

After studying the Workforce Analysis and reviewing the current distribution by category of Osburn Associates, Inc. personnel, the following percentages were calculated, based on a total full-time workforce of 54 persons:

Note:

The abbreviations used are as follows:

White (WHT), Black (BLK), Hispanic (HISP), Asian/Pacific Islander, (API) American Indian (AI)

|                            | MALES     |          |          |          |          | FEMALES  |          |          |          |          | TOTALS    |
|----------------------------|-----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-----------|
|                            | WHT       | BLK      | HISP     | API      | AI       | WHT      | BLK      | HISP     | API      | AI       |           |
| Officials & Managers       | 2         |          |          |          |          |          |          |          |          |          | 2         |
| Professionals              |           |          |          |          |          |          |          |          |          |          | 0         |
| Technicians                |           |          |          |          |          |          |          |          |          |          | 0         |
| Sales Workers              | 1         |          |          |          |          | 2        |          |          |          |          | 3         |
| Office & Clerical          | 2         |          |          |          |          | 3        |          |          |          |          | 5         |
| Craftsman (Skilled)        |           |          |          |          |          |          |          |          |          |          | 0         |
| Operatives (Semi-Skilled)  |           |          |          |          |          |          |          |          |          |          | 0         |
| Laborers (Unskilled)       | 42        |          | 2        |          |          |          |          |          |          |          | 44        |
| Services Workers           |           |          |          |          |          |          |          |          |          |          | 0         |
| <b>All Job Categories*</b> | <b>47</b> | <b>0</b> | <b>2</b> | <b>0</b> | <b>0</b> | <b>5</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>0</b> | <b>54</b> |

**AFFIRMATIVE ACTION PLAN  
SELF-ANALYSIS**

After reviewing the self-analysis we find underutilization exists in the following categories *(based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target employment goals can be expressed as availability)*:

Note:

Please indicate **YES** if underutilization exists as specified above

Please indicate **NO** if underutilization does not exists as specified above

|                           | MINORITY | FEMALE |
|---------------------------|----------|--------|
| Officials & Managers      |          |        |
| Professionals             |          |        |
| Technicians               |          |        |
| Sales Workers             |          |        |
| Office & Clerical         |          |        |
| Craftsman (Skilled)       |          |        |
| Operatives (Semi-Skilled) |          |        |
| Laborers (Unskilled)      |          |        |
| Services Workers          |          |        |

**AFFIRMATIVE ACTION PLAN  
GOALS**

Osburn Associates, Inc. has established the following hiring and employment goals and time tables to improve minority and female representation in underutilized categories as vacancies occur. *(The utilization analysis is based on the Office of Federal Contract Compliance standard employment goals of 17.9% for minorities and 6.9% for women or for those companies completing an availability analysis the target hiring goals can be expressed as percent of availability):*

|                           | Target              |        | Target                  |        | Target   |
|---------------------------|---------------------|--------|-------------------------|--------|----------|
|                           | Number of New Hires |        | Percent of Availability |        | Date     |
|                           | MINORITY            | FEMALE | MINORITY                | FEMALE | MM/DD/YY |
| Officials & Managers      |                     |        | 0%                      | 0%     |          |
| Professionals             |                     |        | 0%                      | 0%     |          |
| Technicians               |                     |        | 0%                      | 0%     |          |
| Sales Workers             |                     |        | 0%                      | 0%     |          |
| Office & Clerical         |                     |        | 0%                      | 0%     |          |
| Craftsman (Skilled)       |                     |        | 0%                      | 0%     |          |
| Operatives (Semi-Skilled) |                     |        | 0%                      | 0%     |          |
| Laborers (Unskilled)      |                     |        | 0%                      | 0%     |          |
| Services Workers          |                     |        | 0%                      | 0%     |          |

**AFFIRMATIVE ACTION PLAN  
CORRECTIVE ACTIONS**

1. Osburn Associates, Inc. will contact agencies, such as the Florida Department of Labor, Division of Employment Security, to list position vacancies. All such listings will state that Osburn Associates, Inc. is an Equal Opportunity Employer;
2. Osburn Associates, Inc. will advertise position vacancies in local area newspapers. All such advertisements will state that Osburn Associates, Inc. is an Equal Opportunity Employer;
3. Osburn Associates, Inc. will reaffirm with all executive search firms and employment agencies that it is an Equal Opportunity Employer;
4. For professional-level vacancies, including those requiring a specialized education, the placement offices at the local area colleges and other post-secondary schools will be contacted;
5. Department managers will be made aware of the problem areas identified in the firm's self-analysis and the Equal Employment Opportunity policy will be reaffirmed to them;
6. An Applicant Flow Log will be maintained to aid in the analysis of our recruiting efforts and procedures;
7. The selection and promotion processes will be constantly analyzed to seek out and eliminate any barriers to the hiring and upward mobility of all applicants/employees;
8. All employees are familiarized with the firm's Equal Employment Opportunity Policy and Affirmative Action Plan, are given access to these documents and are made aware of the commitment of Osburn Associates, Inc. to ensure equal opportunity to all.

**AFFIRMATIVE ACTION PLAN  
COMPLAINT PROCEDURE**

Any applicant or employee of Osburn Associates, Inc. who feels that they have been discriminated against in filling a position or assignment, in being granted a promotion or other opportunity, or in an administrative action, may bring the matter to the attention of Osburn Associates, Inc. through their supervisor, or through the EEO Coordinator, Mike Grove, HR. The following is the procedure for processing and resolution of complaints of discrimination:

1. Contact Mike Grove, HR, EEO Coordinator, to report the complaint;
2. Describe complaint, providing details of what occurred;
3. Within 10 days of receiving the complaint, the EEO Coordinator will conduct a thorough investigation of the complaint. A report detailing the results of the investigation will be submitted to the employee (or applicant), his/her supervisor, and principals of the firm within 30 days;
4. Appropriate corrective action will be taken in all instances where the complaint has basis.

  
\_\_\_\_\_  
**Chief Executive Officer**

Jeff Osburn  
\_\_\_\_\_  
**Printed Name**

04/01/24  
\_\_\_\_\_  
**Date**

## Osburn Associates, Inc.

---

### STATEMENT OF ADHERENCE TO REGULATIONS REQUIRING NONDISCRIMINATION IN THE EMPLOYMENT OF HANDICAPPED PERSONS, DISABLED VETERAN'S AND VETERANS OF THE VIETNAM ERA

It is the policy of Osburn Associates, Inc. to seek out and employ qualified personnel at all locations and facilities, and to provide equal employment opportunities for all applicants and employees in recruiting, hiring, placement, training, compensation, benefits, promotion, transfer, and termination. To achieve this, Osburn Associates, Inc. is dedicated to take affirmative action to employ and advance in employment qualified handicapped persons, disabled veterans, and veterans of the Vietnam Era.

Osburn Associates, Inc. is resolved to take voluntary, positive, business-oriented action which will contribute to the furtherance of the spirit and intent of Federal, State and Local legislation, government regulations and executive orders by providing affirmative action and equal employment opportunity to handicapped persons, disabled veterans, and veterans of the Vietnam Era.

  
\_\_\_\_\_  
Chief Executive Officer

Jeff Osburn

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

04/01/24

\_\_\_\_\_  
Date

## Osburn Associates, Inc.

---

### PLAN TO PROVIDE DM/DWBE(s) WITH PROCUREMENT OPPORTUNITIES

Osburn Associates Inc believes that maximum utilization of DM/DWBE firms is an essential goal like our Affirmative Action Program. Our firm recognizes that tremendous efforts must be made by everyone to overcome the long-standing pattern of discrimination in the marketplace. We are committed to making this effort in the following areas:

- maintaining active contact with DM/DWBE firms for services;
- seeking DM/DWBE(s) as a part of contracted work, as contractor, sub-contractor, or on a joint venture basis;
- obtaining supplies and services from DM/DWBE vendors.

We are building our files from all known sources, as well as through informal personal referrals, and continue to actively seek out new sources. We actively utilize the certified DM/DWBE lists provided by the Small/Minority Business Section of Hillsborough County's Economic Development Department at 272-5969.

We have and will continue to utilize qualified DM/DWBE subcontractors, sub-consultants and vendors whenever feasible. We will provide equal opportunity in the procurement of goods and services that we purchase.

In all procurement efforts, an Affirmative Action Committee person is to be assigned to assure compliance with this plan. Records of all applicant vendors are to be kept on the Affirmative Action Record to be reviewed by the Committee.

  
\_\_\_\_\_  
Chief Executive Officer

Jeff Osburn

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

04/01/24

\_\_\_\_\_  
Date





Invitation to Bid No. 24-24741

**Responsibility Survey**

In order to determine the lowest responsive and responsible Offeror for this project, Hillsborough County may mandate that the apparent lowest Offeror provide the following survey. **THE FAILURE OF AN OFFEROR TO PROVIDE ALL INFORMATION REQUESTED BY THE SPECIFIED DATE MAY RESULT IN A FINDING BY THE COUNTY THAT THE OFFEROR IS NOT RESPONSIBLE. HILLSBOROUGH COUNTY MAY RELY ON THIS INFORMATION IN ITS DECISION REGARDING THE AWARD OF THE CONTRACT FOR THIS PROJECT; THEREFORE, ANY MATERIALLY FALSE, MISLEADING, AND/OR INCOMPLETE INFORMATION THAT IS SUBMITTED BY THE OFFEROR IN RESPONSE TO THIS SURVEY MAY RESULT IN THE COUNTY'S RESCISSION OF ITS AWARD RECOMMENDATION IF SUCH INFORMATION IS DISCOVERED BEFORE THE CONTRACT IS AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, IF APPLICABLE. IF IT IS DISCOVERED THAT THE OFFEROR HAS SUBMITTED MATERIALLY FALSE, MISLEADING AND/OR INCOMPLETE INFORMATION IN RESPONSE TO THIS SURVEY AFTER THE CONTRACT HAS BEEN AWARDED BY THE COUNTY'S BOARD OF COUNTY COMMISSIONERS OR THE COUNTY ADMINISTRATOR, THEN THE CONTRACT AWARD MAY BE RESCINDED BY THE COUNTY OR THE CONTRACT MAY BE TERMINATED.** Any questions concerning the requested information may be directed to the Hillsborough County Procurement Services Department buyer identified on the Solicitation.

\*If additional space is needed, please provide as an attachment.

**Company Name:** Osburn Associates, Inc

**Principal Officer:** Jeff Obsurn

**Company Address:** 1630 22nd Street North, St Petersburg FL 33713

**Years in Business under Present Name:** 41

**Primary type of work your firm engages in:** Manufacture of traffic signs, aluminum blanks, distributor of Avery

Dennison Products and services

**Years of experience in your primary type of work:** 12

Provide up to five (5) projects within the past five (5) years that are equal to or greater than the scope specified within the solicitation.

☐ Prime Contractor or ☐ Subcontractor

Project Name and Location: See attached References List

Project Description: \_\_\_\_\_

Client Name person: \_\_\_\_\_

Client Phone and Email: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

Name and License number under which work was performed: \_\_\_\_\_

NTP Issue Date: \_\_\_\_\_ Original Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Explain all outstanding claims or pending litigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ Prime Contractor or ☐ Subcontractor

Project Name and Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Client Name person: \_\_\_\_\_

Client Phone and Email: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

Name and License number under which work was performed: \_\_\_\_\_

NTP Issue Date: \_\_\_\_\_ Original Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Explain all outstanding claims or pending litigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ Prime Contractor or ☐ Subcontractor

Project Name and Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Client Name person: \_\_\_\_\_

Client Phone and Email: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

Name and License number under which work was performed: \_\_\_\_\_

NTP Issue Date: \_\_\_\_\_ Original Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Explain all outstanding claims or pending litigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ Prime Contractor or ☐ Subcontractor

Project Name and Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Client Name person: \_\_\_\_\_

Client Phone and Email: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

Name and License number under which work was performed: \_\_\_\_\_

NTP Issue Date: \_\_\_\_\_ Original Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Explain all outstanding claims or pending litigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

☐ Prime Contractor or ☐ Subcontractor

Project Name and Location: \_\_\_\_\_

Project Description: \_\_\_\_\_

Client Name person: \_\_\_\_\_

Client Phone and Email: \_\_\_\_\_

Original Contract Amount: \$ \_\_\_\_\_ Final Contract Amount \$ \_\_\_\_\_

Name and License number under which work was performed: \_\_\_\_\_

NTP Issue Date: \_\_\_\_\_ Original Completion Date: \_\_\_\_\_ Actual Completion Date: \_\_\_\_\_

Explain all outstanding claims or pending litigation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Has your firm ever failed to complete any work awarded to it? Yes ☐ No ☒

If yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Provide other information that would be relevant to the County's evaluation of your firm's responsibility  
(e.g. any pending, present or past litigation, any employee misconduct, OSHA violations, work place deaths, etc.)?

Yes ☐ No ☒

If yes, explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



## REFERENCES

### Missouri Department of Transportation

830 MoDOT Drive  
Jefferson City, MO 65109  
Ph: 573-526-0122  
Contact: Matthew Lackman  
Email: Matthew.Lackman@modot.mo.gov

### Road Commission for Oakland County

31001 Lasher Rd  
Beverly Hill, MI 48025  
(248) 858-4796  
Contact: Star Wood  
Email: swood@rcoc.org

### King County Metro Transit

155 Monroe Ave NE  
Renton, WA 98056  
206-477-3879  
Contact: Bob Knight  
Email: Bob.Knight@kingcounty.gov

### City of St Petersburg Traffic Operations

1744 9th Ave North  
St. Petersburg, FL 33713  
Ph: (727)892-5247  
Contact: Brian P. Lewandowski  
Email: Brian.Lewandowski@stpete.org>

### Calcasieu Parish

1015 Pithon St, 2nd Floor  
Lake Charles LA 70602  
337-721-3660  
Contact: Cherlin Wilson  
Email: cwwilson@calcasieuparish.gov

### County of Volusia Road & Bridge

3771 W. International Speedway Blvd  
Daytona Beach, FL 32124  
386-295-0051  
Contact: Alfred Brooks  
E-mail: abrooks@volusia.org

### Pinellas County Purchasing Dept.

PO Box 2438  
Clearwater, FL 33757  
727-464-8870  
Contact: Kathy Shakespeare  
Email: kshakespeare@pinellascounty.org

### Lafayette Consolidated Government

705 West University Avenue  
Lafayette, LA 70502  
337.291.8071  
Contact: Tara Cazares  
Email: tcazares@LafayetteLA.gov

Information and Documents to be provided

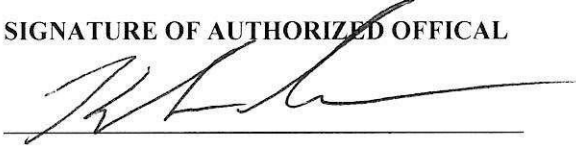
Provide copies of:

1. IRS Substitute W-9.
2. Trade licenses, as required.
3. Certifications, as required.
4. Experience Modification Rate (EMR) verification letter for the most recent three (3) years.
5. Provide a copy of the current resume of the project manager and full-time job superintendent for the Offeror who will be used on this project for Hillsborough County, should the contract be awarded to the Offeror
6. Affirmative Action Plan/Program or Affirmation Action Plan Statement.  
(A written Affirmative Action Plan or Program is required if the Offeror has fifteen (15) or more employees. If the Offeror has fewer than fifteen (15) employees, an Affirmation Action Plan Statement is required.)
7. Employment data on current workforce form.
8. Executed DM/DWBE Subcontractor agreements, if applicable.
9. Good Faith Effort Determination form, if applicable.

AFFIRMATION

I hereby affirm that the information provided herein is true and complete to the best of my knowledge.

SIGNATURE OF AUTHORIZED OFFICIAL



PRINT NAME

Kyle Johnson

TITLE OF OFFICIAL

Bidding Agent

DATE:

04/01/2024

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

|                                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                            |
|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3. | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Osburn Associates, Inc.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                            |
|                                                        | <b>2</b> Business name/disregarded entity name, if different from above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                            |
|                                                        | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br>Exempt payee code (if any) _____<br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States.) |
|                                                        | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                            |
|                                                        | <b>5</b> Address (number, street, and apt. or suite no.). See instructions.<br><b>1630 22nd Street North</b><br><b>6</b> City, state, and ZIP code<br><b>St. Petersburg, FL 33713</b><br><b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Requester's name and address (optional)</b>                                                                                                                                                                                                                                                             |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

|                                       |   |   |   |   |   |   |   |   |   |  |
|---------------------------------------|---|---|---|---|---|---|---|---|---|--|
| <b>Social security number</b>         |   |   |   |   |   |   |   |   |   |  |
|                                       |   |   | - |   |   |   | - |   |   |  |
| or                                    |   |   |   |   |   |   |   |   |   |  |
| <b>Employer identification number</b> |   |   |   |   |   |   |   |   |   |  |
| 3                                     | 1 | - | 1 | 0 | 4 | 1 | 3 | 8 | 8 |  |

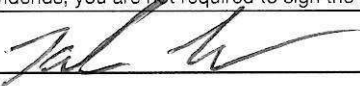
**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                                                                                                              |                       |
|------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|
| <b>Sign Here</b> | Signature of U.S. person  | Date <b>3/11/2024</b> |
|------------------|--------------------------------------------------------------------------------------------------------------|-----------------------|

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                         |                                                   |        |
|-------------------------|---------------------------------------------------|--------|
| PRODUCER                | CONTACT NAME: Karen Garrison                      |        |
| Wichert Insurance       | PHONE (A/C, No, Ext): (740) 785-9431              |        |
| 400 N. Memorial Drive   | FAX (A/C, No): (614) 837-0709                     |        |
|                         | E-MAIL ADDRESS: karen.garrison@wichert.com        |        |
|                         | INSURER(S) AFFORDING COVERAGE                     | NAIC # |
| Lancaster OH 43130      | INSURER A: Charter Oak Insurance Co               | 29246  |
| INSURED                 | INSURER B: The Phoenix Insurance Company          | 25623  |
| Osburn Associates, Inc. | INSURER C: Travelers Property Casualty Company of | 25674  |
| 11931 SR 93 N           | INSURER D:                                        |        |
| PO Box 912              | INSURER E:                                        |        |
| Logan OH 43138          | INSURER F:                                        |        |

## COVERAGES

CERTIFICATE NUMBER: CL242759016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD                       | SUBR WVD | POLICY NUMBER                               | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------|---------------------------------------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X                               |          | P-630-2W882121-COF-24                       | 2/16/2024               | 2/16/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B        | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                           |                                 |          | BA-2W88289A-24-43-G                         | 2/16/2024               | 2/16/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                                         |                                 |          | CUP-2W883283-24-43                          | 2/16/2024               | 2/16/2025               | EACH OCCURRENCE \$ 5,000,000<br>AGGREGATE \$ 5,000,000                                                                                                                                                                                   |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                     | Y/N<br><input type="checkbox"/> | N/A      | OHIO STOP GAP ONLY<br>P-630-2W882121-COF-24 | 2/16/2024               | 2/16/2025               | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                           |
| A        | TRANSPORTATION COVERAGE                                                                                                                                                                                                                                                                                                    |                                 |          | P-630-2W882121-COF-24                       | 2/16/2024               | 2/16/2025               | LIMIT \$ 100,000                                                                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Hillsborough County - BOCC is additional insured as required by written contract. See end attached;

## CERTIFICATE HOLDER

## CANCELLATION

|                                                                                                      |                                                                                                                                                                |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| insurancerenewal@hillsborough                                                                        | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| Hillsborough County - BOCC<br>Risk Management Div<br>601 E. Kennedy Blvd, 26th FL<br>Tampa, FL 33602 | AUTHORIZED REPRESENTATIVE<br>Karen Garrison/KGAR <i>Karen Garrison</i>                                                                                         |

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ACORD 25 (2014/01)

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INS025 (201401)





# PRIVACY POLICY

## SAI Global Internet Privacy Policy

SA International (SAI) is recognized as a global leader in providing complete, professional software solutions from design to production for the sign making, digital printing, screen-printing and CNC machining industries. Our software solutions help turn creative ideas into reality by providing world-class design and editing tools geared for production. Our products include Flexi, PhotoPRINT, EnRoute, DisplayGenie, PixelBlaster or an OEM-type software.

It is the policy of SA International Inc. ("SAI") to comply with all applicable privacy and data protection laws. We refer to SAI throughout as "we," "us", and/or "our." This commitment reflects the value we place on keeping the trust of our customers, business partners, employees, and others who share their personal information and non-personal aggregate data with us.

Our SAI Global Internet Privacy Policy and Practices (the "Policy") describes when and why we, as a data controller, use your personal information, the conditions under which we disclose it and how protect your privacy when we collect personal information on our internet sites:

(<http://http://www.thinksai.com/>), [www.thinksai.com](http://www.thinksai.com/) (<http://www.thinksai.com/>), [www.SignPrintGuild.org](http://www.signprintguild.org/) (<http://www.signprintguild.org/>), [www.enroutesoftware.com](http://www.enroutesoftware.com/) (<http://www.enroutesoftware.com/>), [www.autographicstoolbox.com](http://www.autographicstoolbox.com/) (<http://www.autographicstoolbox.com/>), [www.displaygeniesoftware.com](http://www.displaygeniesoftware.com/) (<http://www.displaygeniesoftware.com/>), [www.enroutesubscriptions.com](http://www.enroutesubscriptions.com/) (<http://www.enroutesubscriptions.com/>), [www.flexiplugins.com](http://www.flexiplugins.com/) (<http://www.flexiplugins.com/>), [www.flexisubs.com](http://www.flexisubs.com/) (<http://www.flexisubs.com/>), [www.flexisubscriptions.com](http://www.flexisubscriptions.com/) (<http://www.flexisubscriptions.com/>), [www.photoprintsubscription.com](http://www.photoprintsubscription.com/) (<http://www.photoprintsubscription.com/>), [www.ripsoftwaresubscriptions.com](http://www.ripsoftwaresubscriptions.com/) (<http://www.ripsoftwaresubscriptions.com/>), [www.saidisplaygenie.com](http://www.saidisplaygenie.com/) (<http://www.saidisplaygenie.com/>), [www.saintl.biz](http://www.saintl.biz/) (<http://www.saintl.biz/>), [www.sign.com](http://www.sign.com/) (<http://www.sign.com/>), [www.signsoftwaresubscriptions.com](http://www.signsoftwaresubscriptions.com/) (<http://www.signsoftwaresubscriptions.com/>) and [www.saicloud.com](http://www.saicloud.com/) (<http://www.saicloud.com/>), or in the ordinary course of our business. This Policy also describes how we use your non-personal aggregate data.

PixelBlaster software is handled through a third-party company, Aurelon. Users can access the new PixelBlaster Privacy Policy when they log in to their account.

As used in the Policy, the term "personal information" means information that identifies or is able to identify you personally. The term "non-personal aggregate data" refers to any other information you may provide which may, for example and without limitation, be the operation of our software and the amount of consumables used in the conduct of a business such as media and supplies.

The Policy applies, in general, to all internet sites operated by or on behalf of us and includes our business units worldwide.

### Contents

- 1 Who is responsible?
- 2 Which data do we process?
- 3 For what purpose do we process your personal information?
- 4 On what legal basis do we process your personal information?
- 5 Limitations on the collection, use and disclosure of personal information
- 6 Cookies
- 7 Sharing personal information
- 8 Which countries do we transfer your personal information to?
- 9 Security of personal information
- 10 Links to Third Party Internet Sites
- 11 Customer Testimonials/Comments/Reviews
- 12 What are your rights as a data subject?
- 13 Retention of personal information
- 14 Questions about this Policy?
- 15 Changes to this Policy

## 1 WHO IS RESPONSIBLE?

SA International, a corporation of the State of Pennsylvania, with address 5296 S.Commerce Dr., Suite 102, Salt Lake City, UT 84107 is the data controller. It has appointed SAI Europe, Leuvensesteenweg 555, bus3, 1930 Zaventem as its representative in the EU in accordance with article 27 GDPR.

## 2 WHICH DATA DO WE PROCESS?

We collect personal information you knowingly and voluntarily provide when you use one of our sites. For example, the information you provide when you sign up to receive e-mail alerts, when you complete a survey, or when you ask us a question or e-mail us with feedback may include personal information such as your



Our cloud application requires you to sign up for an account to use our services. This account is for our products. When you do sign up we will ask you for personal information, like your name and email address. Each user account is associated with a company which will either be a distributor/dealer or a client/customer of any of our software products. In relation to each user account, we process the following personal information: phone number, time zone, preferred units, name, email, address, city, country, Zip/Postcode.

Many of our internet sites permit you to make choices about the use of your personal information. In most cases, we ask you to indicate your choices at the time and on the page where you provide your personal information.

When you download and use our services, we automatically collect information on the type of device you use, operating system version, and the device identifier (or "UDID"). We do not ask for, access or track any location based information from your mobile device at any time while downloading or using our Mobile Apps or Services.

SAi collects information that is sent to us automatically by your web browser. This information typically includes the IP address of your internet service provider, the name of your operating system (such as Macintosh® or Windows®) and the name and version of your browser (e.g., Internet Explorer® 9 or Firefox17). The information we receive depends on the settings on your web browser. Please check with the supplier of your browser (e.g., Microsoft or Mozilla) if you want to learn what information your browser sends or how to change your settings.

We use the information provided by your browser to create statistics that help us improve our sites and make them more compatible with the technology used by all our other internet visitors.

If you are a customer or a supplier, the provision of certain personal information is a contractual requirement.

### 3 FOR WHAT PURPOSE DO WE PROCESS YOUR PERSONAL INFORMATION?

We may use your information:

- To reply to any requests;
- To manage our customer relationship including to:
  - o Contact you about support issues;
  - o Contact you about expiring licenses;
  - o Review your usage of the cloud system and suggest improvements or offer further training/educational opportunities;
  - o Process orders that you have submitted;
  - o To seek your views or comments on the services;
  - o For invoicing purposes
- To notify you of changes to our services.
- To send you communications which you have consented to and that may be of interest to you. These may include information about new releases of our software, special offers, general news about any of our software products.

We may also remove all the personally identifiable information and use the rest for historical, statistical or scientific purposes.

### 4 ON WHAT LEGAL BASIS DO WE PROCESS YOUR PERSONAL INFORMATION?

We process your personal information based on:

- Performance of a contract, or to take steps prior to entering into a contract;
- Compliance with legal and regulatory obligations;
- Our legitimate business interests. We may process your personal information because we have a legitimate business interest in doing so. This may be the case, for example, when processing your personal information to communicate with you, to improve the quality of our services, or to provide you with marketing information (incl. direct marketing). Depending on the specific processing, SAi's legitimate interests will in general consist of (i) the pursuit of our business activities and commercial objectives; (ii) the protection of our business, partners, shareholders and customers; (iii) the improvement or further development of our services and our business operations in general; and/or (iv) the maintenance and improvement of our position on the market.
- Your consent.

### 5 LIMITATIONS ON THE COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

To the extent required by applicable law, whenever we collect personal information on our internet site, we will:

- provide timely and appropriate notice to you about our data practices;
- collect your personal information but only for specific, and limited purposes;
- collect only relevant and adequate information to be used for these purposes for which it is collected



## 6 COOKIES

SAI may obtain information about you by installing digital indicia on your computer's hard drive. These digital indicia are known as a "cookie."

All of our internet sites use "session cookies." A session cookie is used to put a computer-generated, unique identifier on your computer's hard drive when you access our site. A session cookie does not identify you personally and expires after you close your browser. We use session cookies to collect statistical information about the ways visitors use our sites – which pages they visit, which links they use, and how long they stay on each page. We analyze this information (known as "clickstream data") in statistical form to better understand our visitors' interests and needs so that we may improve the content and functionality of our sites.

Some of our internet sites may use "persistent cookies." These cookies do not expire when you close your browser; they stay on your computer until you delete them. By assigning your computer a unique identifier, we are able to create a database of your preferences and use database in situations where these preferences need to be collected again so we can provide them to you automatically, saving you time and effort. For example, after you make a purchase, if you decide to make another purchase, your shipping address will have been retained us and we will only need to confirm that the shipping address is correct.

If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is downloaded onto your computer's hard drive. Although you are not required to accept cookies when you visit any one of our internet sites, if your browser rejects our cookies you may be unable to use all of the functionality of the site.

The use of cookies by our partners, affiliates, tracking utility company, and/or service providers is covered by the Policy. We have access and/or control over these cookies. Our partners, affiliates, tracking utility company, service providers may use session ID cookies to make it easier for you to navigate our site, in order for you to use the shopping cart, etc.

Our web sites may include social media features, such as the Facebook Like button and widgets, such as the Share This button or interactive mini-programs that run on our sites ("Features"). These Features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the Feature to function properly. Social Media Features and Widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these Features are governed by the privacy policy of the company providing it.

## 7 SHARING PERSONAL INFORMATION

We will not sell personal information collected from our internet sites to third parties such as mailing list brokers without your express consent. We may share your personal information with our other SAI business units.

We may also share your personal information with third parties we hire to perform support services for us. These third parties are required to process the personal information we share with them only to perform services on our behalf and in accordance with contractual arrangements in place with them.

We use Amazon Web Services to store and process data on our cloud application. Amazon has very robust data security policies which can be found here <https://aws.amazon.com/compliance/gdpr-center/> (<https://aws.amazon.com/compliance/gdpr-center/>)

We use external development contractors who reside outside of the EU. In order to fulfil their contractual obligations, they are required to access SA International Inc's servers located in Amazon Data Centers. We only allow access to the data and services required by the third-party contractors to deliver the services required.

We use Zoho Corporation as Customer Relation Management system for all customers. Zoho Corporation has certified its compliance with the EU-U.S. Privacy Shield Framework, with respect to transfer of data, and meeting the industry standards for ISO 27001 and SOC 2 Type II. This ensures the protection of all users and customer data when using Zoho Services. The Privacy Policy of Zoho corporation can be found here <https://www.zoho.com/privacy.html#long> (<http://https://www.zoho.com/privacy.html#long>).

We use Bronto Oracle as Customer Relation Management system located in the USA or Canada. The Privacy Policy of Bronto Oracle can be found here: <https://www.oracle.com/legal/privacy/index.html> (<https://www.oracle.com/legal/privacy/index.html>)

We use Ogone (Ingenico) and Worldpay to charge customer credit cards. We use Worldpay to process paypal payments in our Cloud application. Ogone and Worldpay have very robust data security policies which can be found here for Ogone (Ingenico) <https://www.ingenico.com/epayments/legal/account-holders> (<http://https://www.ingenico.com/epayments/legal/account-holders>) and here for Worldpay : <https://www.worldpay.com/uk/privacy-policy> (<http://https://www.worldpay.com/uk/privacy-policy>)

In some cases, we may share your personal information with third parties who partner with us to provide products and services to our customers. When we do this, we will require our business partners to use the personal information we share with them in a manner consistent with the purposes for which it was originally collected (or to which you subsequently consent) and only as permitted under this Policy, any applicable country's privacy and data protection laws. For example our offer for Sign Design Elements, more information specific about this example can be found here : <http://thinksai.com/flexisigndesignelements>.

In certain, limited circumstances we may share with or transfer personal information to unrelated third parties. For example, we may provide personal information to a third party (i) at your request; (ii) to comply with a court order or other legal requirement; (iii) to investigate a possible crime, such as identity theft; (iv) in connection with the sale, purchase, merger, reorganization, liquidation, or dissolution of us or any of our business units; or (v) under similar circumstances.



an event occurs, we will take appropriate steps to protect your personal information. You will be notified via e-mail and/or by a prominent notice on our website of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

PRODUCTS

BUSINESS TYPE

HELP CENTER ([HTTPS://THINKSAI.ZENDESK.COM/HC/](https://thinksai.zendesk.com/hc/))

RESOURCES

BUY NOW ([HTTPS://SAISUBSCRIPTIONS.COM](https://sa.subscriptions.com))

## 8 WHICH COUNTRIES DO WE TRANSFER YOUR PERSONAL INFORMATION TO?

In order to provide our services, we may need to transfer your personal information to locations outside the country in which you provide it or where you are viewing this website for the purposes set out in this privacy policy. This may entail a transfer of your information from a location within the European Economic Area (the "EEA") to outside the EEA, or from outside the EEA to a location within the EEA.

The level of information protection in countries outside the EEA may be less than that offered within the EEA. Where this is the case, we will implement appropriate measures to ensure that your personal information remains protected and secure in accordance with applicable data protection laws. EU standard contractual clauses are in place between all SAi entities that share and process personal information. Where our third-party service providers process personal information outside the EEA in the course of providing services to us and they are not in compliance with the EU-US Privacy Shield or in absence of an adequacy decision by the European Commission, our written agreement with them will include appropriate measures, usually standard contractual clauses.

## 9 SECURITY OF PERSONAL INFORMATION

The security of your personal information is important to us. Your personal information will generally be stored in our databases or databases which may be maintained by us or our service providers.

We maintain safeguards to protect the confidentiality, security, and integrity of your personal information. For example, we use secure socket layer (SSL) technology to transfer personal information over the internet. Although we use security measures to help protect your personal information against unauthorized disclosure, misuse, or alteration, as is the case with all computer networks linked to the internet, we do not guarantee the security of information provided over the internet and are not responsible for breaches of security beyond our control.

We have implemented technical and organizational measures to protect all our users from unauthorized access to or unauthorized alteration, disclosure or destruction of information that we hold. We encrypt many of our services using SSL. We review our information collection, storage and processing practices, including physical security measures, to guard against unauthorized access to systems. We restrict access to personal information to SA International Inc. employees, contractors and agents, including external development contractors who may reside outside of the EU, who need to access that information in order to process it for us and who are subject to strict contractual confidentiality obligations. They may be disciplined or their contract terminated if they fail to meet these obligations. We have a robust data breach policy and if such a breach is discovered we will immediately assess the seriousness of the breach and decide an appropriate course of action. If required, the relevant supervisory authority will be notified of the breach within 72 hours of the breach being discovered by an officer of SA International Inc.

## 10 LINKS TO THIRD PARTY INTERNET SITES

Our internet sites may contain links to third-party internet sites (i.e., sites that are not operated by us). These links are provided as a service and do not imply any endorsement of the activities or content of these sites, nor does the presence of a link imply any association by us with their operators. We do not control these third-party internet sites and are not responsible for their content, security, or privacy practices, or operation. We urge you to review the privacy policy posted on such third-party sites before using the link to the third-party site or providing personal information on that site.

## 11 WHAT ARE YOUR RIGHTS AS A DATA SUBJECT?

### Access to personal information

You may review, delete, correct and/or update the personal information that you provide to us via one of our sites by accessing this page [www.saicloud.com](http://www.saicloud.com) (<http://www.saicloud.com>) and logging in with your registered log in and password. You may also write to us at SAi, Global Internet Privacy Policy, Business Conduct and Compliance, 5296 Commerce Drive, Murray, UT 84107, United States or via email to [gdp@thinksai.com](mailto:gdp@thinksai.com).

We shall respond to your request to access within thirty (30) days.

### Right to rectification / right to erasure / right to restriction of processing / right to data portability

You have a right to have your personal rectified or deleted, to restrict our processing of that information, to stop unauthorized transfers of your personal information to a third party and, in some circumstances, to have personal information relating to you transferred to another organization.

### Comments / Questions / Right to lodge a complaint

If you have any questions or comments about the SAi Data Privacy Protection Policy, please use the options on the SAi website to contact us.

You also have the right to lodge a complaint in relation to SAi's processing of your personal information with a local supervisory authority. The Belgian Data Protection Authority can be contacted by regular mail at Drukpersstraat 35, 1000 Brussel, Belgium, by telephone at +32 (0)2 274 48 00, by facsimile at +32 (0)2 274 48 35 and by email at [commission@privacycommission.be](mailto:commission@privacycommission.be).

### Right to object / right to withdraw consent

If you object to the processing of your personal information, or if you have provided your consent to processing and you later choose to withdraw it, we will respect that choice in accordance with our legal obligations.



With to cancel your account or request that we no longer use your personal information, to provide you services, contact us by clicking here.

The above rights may be applicable in certain circumstances only and may be subject to certain conditions, exemptions or exceptions as set out in applicable data protection legislation. [BUY NOW \(HTTPS://SAISUBSCRIPTIONS.COM\)](https://sa.subscriptions.com)

## 12 RETENTION OF PERSONAL INFORMATION

We retain the personal information collected on our internet sites as long as your account is active or for long as may be necessary to provide services, products, and information you request or as permitted by applicable country law, taking into account legal and regulatory requirements to retain the information for a minimum period, limitation periods for taking legal action, good practice and SAI's business purposes.

## 13 QUESTIONS ABOUT THIS POLICY?

If you have any questions about this Policy and/or a country's applicable law or our use of your personal information, please contact us at [GDPR@thinksai.com](mailto:GDPR@thinksai.com) or write to us at SAI, Global Internet Privacy Policy, Business Conduct and Compliance, 5296 Commerce Drive, Murray, UT 84107, United States.

## 14 CHANGES TO THIS POLICY

We may update this Policy to reflect changes to our information and privacy practices. If we make any change in how we use your personal information we will notify you by an e-mail sent to the address specified in your account or by means of a notice posted on our site and which will be made prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices

### THE COMPANY

[ABOUT US \(/ABOUT-US\)](#)

[PARTNERS \(/PARTNERS\)](#)

[CAREERS \(/CAREERS\)](#)

[BECOME A RESELLER \(/BECOME-RESELLER\)](#)

### NEWSLETTER SUBSCRIPTION

EMAIL ADDRESS

☐ I would like to receive emails with information about SAI products, offers, and events

SUBMIT



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[Terms & Conditions \(/terms-conditions\)](#) | [Privacy Policy \(/privacy-policy\)](#) | [Contact Us \(/contact\)](#)

[TRAINING BY ADENDO \(https://adendo.com/?utm\\_source=SAi&utm\\_medium=Website&utm\\_campaign=S\)](https://adendo.com/?utm_source=SAi&utm_medium=Website&utm_campaign=S)



# Software License Agreement

**IMPORTANT READ CAREFULLY:** This **Agreement** (as defined below) is a legal contract between **You** (as defined below) and **SA International Inc.** for Flexi, PhotoPrint, EnRoute, or PixelBlaster branded **Software** (as defined below).

This **Agreement** (as defined below) sets forth the terms and conditions for licensing of the **Software** from **SA International Inc.** and **You** (as defined below), and installing and using the **Software**. This **Agreement** applies to any (i) single-user license; (ii) multi-user license; and (iii) original equipment manufacturer (OEM) or Special Edition (SE) versions of the **Software** and other branded or customized versions unless otherwise agreed.

BY OPENING THE SEALED PACKAGE CONTAINING THE **SOFTWARE** OR DOWNLOADING THE **SOFTWARE** FROM AN AUTHORIZED ON-LINE SITE, OR OTHERWISE USING THE **SOFTWARE**, **YOU** AGREE THAT **YOU** HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS **AGREEMENT** AND ANY THIRD PARTY LICENSE AGREEMENTS REFERRED TO HEREIN, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY, JURISDICTION, AND TERMINATION PROVISIONS BELOW. IF **YOU** DO NOT AGREE TO THE TERMS OF THIS **AGREEMENT**, DO NOT OPEN THE SOFTWARE PACKAGE, INSTALL, OR USE THE SOFTWARE APPLICATION. RETURN THE SOFTWARE WITH **YOUR** PURCHASE RECEIPT FOR A FULL REFUND. IF **YOU** PURCHASED AN AUTHORIZED DOWNLOADABLE VERSION OF THIS SOFTWARE, TERMINATE THE DOWNLOAD AND **YOU** WILL NOT BE DEBITED.

## DEFINED TERMS

**Acts** means the Export Administration Act of 1979, as amended, and the Export Administration Regulations issued thereunder.

**Agreement** means this End-User License Agreement, including any third-party licenses provided to **SA International Inc.** for use of the **Software**.

**Intellectual Property Rights** means, by way of example, but is not limited to, the following: rights in know-how, trademarks, copyrights, patents, patent applications (including reissues, renewals, continuations, continuations-in-part, or divisions of any patent or patent application, as appropriate), trade secrets, instructions, improvements, modifications, suggestions, proposals, programs, ideas, writings, and the like of any sort whatsoever, and any embodiment thereof including, but not limited to, computer programs, documentation, assembly and detailed drawings, plans, specifications, results of technical investigations and research, assembly, and parts manuals, artwork, software, programming, applets, scripts, designs, and any other proprietary information of or in connection with the **Software**.

**Information** means any type of data **You** provide to **SA International Inc.** in any form or manner in connection with: (i) the purchase of the license to use the **Software**, (ii) the registration of the license to use the **Software**; (iii) in connection with **Support Services**; or in any other communication between **You** and **SA International Inc.**

arising out of the use of the **Software** whether provided by **You** or the **Software** in any media and any form now known or hereafter existing. By its operation, the **Software** may provide data to **SA International Inc.** indicating the operation of hardware upon which or in connection with the **Software** may operate and the status, type, and use made of disposable materials in connection with the operation of the **Software**. Such data shall be included in the definition of **Information**.

**In Use** means that the **Software** is loaded onto either temporary (i.e., RAM) or permanent non-portable memory (e.g., a hard disk, a CD-ROM or other storage device) for that **Workstation** or other personal computer.

**Materials** means any applicable, associated documentation for use in connection with the **Software** as provided by **SA International Inc.** in any medium such as, by way of example, printed materials or **On-Line**.

**Network** means any electronic system for communicating to more than one **PC** and where such **PCs** are physically located in the same premises, except as expressly provided herein.

**On-Line** means communications by means of the Internet or World Wide Web.

**PC** means a personal computer.

**Software** means, separately or together, the above-identified computer software.

**Support Services** means any services which **SA International Inc.** determines to provide in its sole discretion to maintain the operation of the **Software**.

**You** or **Your** means you, any other entity on whose behalf you are acting, and anyone who you or such entity authorizes to use the **Program**.

## LICENSE TERMS

The **Software** is protected by the United States Copyright Law and International Treaties and other **Intellectual Property Rights**. The copyrights in the **Software** should be respected by **You** just as **You** would any other copyrighted material, such as a book.

**You** may make one (1) copy, in machine readable form only, of each registered copy of the **Software**; provided that each such copy is used solely for backup purposes (i.e., for the purpose of reinstalling the **Software**). As an express condition of this **Agreement**, if **You** make such a copy, a condition of making that copy is that **You** shall reproduce and place on any such copy **SA International Inc.**'s copyright notice and any proprietary legends as set forth on or in connection with the original copy or as appears or may appear on any **On-Line** site maintained for that purpose by **SA International Inc.** The right to make a backup does not extend to any **Materials**.

**You** may transfer **Your** registered copy of the **Software**, but only with the assignment of all of **Your** rights and obligations under this **Agreement**, to another person or entity and only accompanied by a copy of this **Agreement** and only the original **Material** accompanying the **Software**. To make this transfer **You** and the party obtaining the **Software** shall each first give **SA International Inc.** written or **On-Line** notice of the transfer which must include that the person or entity has read, understands, agrees, and accepts the terms and conditions of this **Agreement** and further provided that **You** retain no copies of the **Software** or the **Materials**.

Except as expressly provided in this **Agreement**, **SA International Inc.** does not grant **You** any rights to patents, copyrights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights, franchises, or licenses in respect of the **Software**. You will not adapt or use any trademark or trade name which is likely to be similar to or confusing with those of **SA International Inc.** or any of its suppliers or licensors or take any other action which impairs or reduces the trademark rights of **SA International Inc.** or its suppliers or licensors.

**Single-User License.** If you have purchased a single-user license of the **Software**, you are, by this purchase, granted a limited non-exclusive license to use the **Software**. If not already installed on a **PC** you may install the copy on that one (1) **PC**. You may access and use the **Software** on that **PC** only.

If you are a private business, rather than an individual, authorized personnel associated with the business may use the **Software**, but only one (1) person at a time and on that one (1) **PC**.

For your registered copy of the **Software** you may make one (1) backup copy which is restricted to your individual use, for backup purposes only, and only for so long as the **Software** is installed on one (1) **PC**.

**Multi-User License.** If you purchased a multi-user license, you are granted a limited non-exclusive license to (i) use the **Software** on the number of **PCs** corresponding to the number licenses purchased (but only one (1) person may use the **Software** on one (1) licensed **PC**) and only where all such **PCs** are owned by you, (ii) make the **Software** accessible through the **Network** so that each licensed **PC** may use the **Software**, and (iii) make a backup copy of the **Software** for each license you have purchased. You may store, install, and access the registered network version of the **Software** via the **Network**, and only for each licensed **PC** that will or may access the **Software**. For example, if you wish to have five (5) different **PCs** (counting the server) access the **Software** on the **Network**, each **PC** must have its own paid-up license, regardless of whether or not any of the **PCs** use the **Software** at different times or at the same time.

You may use **On-Line** communications to operate the **Software** subject to the above terms and conditions and further provided that you own each **PC** and that each **PC** has its own paid-up license. For example, if you are communicating by means of a **PC On-Line** to another **PC**, each **PC** accessing the **Software** must have its own paid-up license.

Except as expressly provided herein, it is prohibited to give any copy of the **Software** to someone who has not purchased a license from **SA International Inc.**; to disclose interfaces to the **Software**, or to duplicate or distribute the **Software** by any other means including electronic transmission.

## UNAUTHORIZED DISTRIBUTION

The **Software** is protected by copyright and also contains trade secrets owned by **SA International Inc.** You shall **NOT** distribute copies of the **Software** to others or



electronically transfer the **Software** from one **PC** to another over a **Network**, except as expressly provided in this **Agreement**. You shall not modify, adapt, transfer, rent, lease, loan, resell for profit, or distribute the **Software**, nor shall you decompile, reverse engineer, disassemble and/or otherwise reduce the **Software** to a human-perceivable form or create derivative works based upon the **Software** or any part thereof..

## **SUPPORT SERVICES**

Use by you of **Support Services** is governed by **SA International Inc.**'s policies and programs described in the user manual, in documentation made available **On-Line**, and/or in other **SA International Inc.**-provided materials. Any supplemental software code provided to you as part of the **Support Services** shall be considered part of the **Software** and subject to the terms and conditions of this **Agreement**.

## **INFORMATION**

**You** expressly agree that **SA International Inc.** may use **Information** in its business, including for product support and development. **You** agree that **SA International Inc.**'s use of the **Information** is unrestricted and non-confidential and **You** automatically grant **SA International Inc.**, its successors and assigns, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license in all **Intellectual Property Rights** in the **Information**, which includes the unrestricted right to use the **Information** in any way **SA International Inc.** wishes, including, by way of example and without limitation, to sublicense, copy, transmit, distribute, create derivative works, display and perform. **You** expressly waive any claim to a right of publicity or right of privacy or moral rights in such **Information**.

## **TERMINATION**

Without prejudice to any other rights, **SA International Inc.** may terminate the **Agreement** if you fail to comply with any of its terms and conditions or if you violate **SA International Inc.** "Acceptable Use Policy" which is posted upon **SA International Inc.** at [www.saintl.biz](http://www.saintl.biz), or such other internet-accessible location as **SA International Inc.** may determine at its discretion. In such event, you shall destroy all copies of the **Software** (including all of its component parts) and **Materials**. **SA International Inc.** may suspend or deactivate your use of the **Software** with or without notice. **SA International Inc.** reserves the right to discontinue all support for the **Software**. **SA International Inc.** will endeavor to notify you of any such discontinuance of such support but assumes no obligation to do so. From time-to-time **SA International Inc.** may change the terms and conditions of this **Agreement**. Your continued use of the **Software** indicates your agreement to any such changes.

## GOVERNING LAW AND JURISDICTION

The **Agreement** shall be governed by the laws of the State of Utah and jurisdiction for any dispute, except as expressly provided herein, shall be exclusively within the courts located within the State of Utah.

## ARBITRATION

Any dispute arising directly or indirectly under **Agreement** may, at **SA International Inc.**'s sole and exclusive discretion, be submitted to, and settled by arbitration by at least one (1) arbitrator. The arbitration shall be conducted in accordance with the rules for conducting arbitration by an organization previously established for conducting arbitration, which arbitration shall take place in Murray, Utah, or such other location in Utah as may be chosen by **SA International Inc.** Each arbitrator shall strictly apply Utah law, the Federal Rules of Evidence and the terms of this **Agreement** and shall have no power to strike, amend, or modify said terms. Any such proceeding shall, at the exclusive discretion of **SA International Inc.** be held in confidence by all parties and witnesses. The judgment or the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof and there shall be no trial de novo. At the sole discretion of **SA International Inc.** the arbitrator(s) may have equitable powers including the right to issue temporary restraining orders and preliminary injunctions.

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IN NO EVENT SHALL **SA INTERNATIONAL INC.** OR ITS SUPPLIERS OR LICENSORS BE LIABLE TO YOU FOR LOST DATA, LOST PROFITS, COST OF COVER OR OTHER ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, EVEN IF A REPRESENTATIVE OF **SA INTERNATIONAL INC.** HAS BEEN ADVISED BY YOU OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY THIRD PARTY.

These limitations apply even if **SA International Inc.** or an authorized dealer or distributor has been advised by you of the possibility of such damage. **SA International Inc.** does not warrant any drivers for plotting, scanning or other devices. Drivers are provided to you as a service only, and were developed using information provided to us at the time by equipment manufacturers.

**SA International Inc.** is not responsible for any typographical errors in the **Software** or **Materials**.

**SA International Inc.** intends to maintain **Information** in accordance with **SA International Inc.**'s understanding of industry practices but assumes no responsibility or liability in connection therewith.

This **Agreement** sets forth **SA International Inc.**'s entire liability and your exclusive remedy with respect to the **Software** and the use thereof.

This **Agreement** does not limit any rights that **SA International Inc.** may have under trade secret, copyright, patent, trademark, or other laws. No representative of **SA International Inc.** is authorized to make any modification to this **Agreement**, or make any additional representations, commitments, or warranties binding upon **SA International Inc.**

## INTEGRATION

This **Agreement** constitutes the full and complete agreement between the parties with respect to the within subject matter and supersedes all prior negotiations and agreements (whether written or oral) between the parties.

## DEFINITIONS AND HEADINGS

The definitions provided herein are referred to herein by bold and italicization throughout this **Agreement**. The definitions of such terms are understood to be applicable to both singular and plural uses of such defined terms.

The titles of this **Agreement** are inserted for convenience only and shall not be construed as limiting in any manner.

## AMENDMENTS

No amendment or modification of this **Agreement** shall be valid or binding unless the same shall be made in writing and signed on behalf of each party.

## WAIVER

The failure to enforce any of the terms and conditions of this **Agreement** by **SA International Inc.** shall not be deemed a waiver of any other right or privilege under this **Agreement** or a waiver of the right to thereafter claim damages for any deficiencies resulting from any misrepresentation, breach of warranty, or nonfulfillment of any obligation.

In order for there to be a waiver of any term or condition of this **Agreement**, such waiver must be in writing and signed by the party making such waiver.

## SEVERABILITY

If any provision of the **Agreement** is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this **Agreement** shall remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this **Agreement** that provides for a limitation of liability, disclaimer of warranties, indemnification or exclusion of damages or other remedies is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that if any remedy hereunder is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages or other remedies set forth herein shall remain in effect.

## GOVERNMENT REGULATIONS

If you are a U.S. Government end-user, this **Agreement** conveys only "RESTRICTED RIGHTS," and its use, disclosure, and duplication are subject to Federal Acquisition Regulations, 52.227-7013(C) (1) (ii).

## EXPORT REGULATIONS

Notwithstanding the location of any **PC** herein, **You** represent and warrant that, as required by the **Acts** that, unless **You** obtain prior authorization from the United States Office of Export Administration, **You** will not knowingly re-export, directly or indirectly, nor knowingly allow any other person or entity to re-export, the **Software** supplied for any purpose to any of the countries to which such re-exports are prohibited. **Your** obligation hereunder is subject to the **Act**, which obligation shall survive the expiration or termination of this **Agreement** so long as the relevant **Act** remain in effect.

## ATTORNEY'S FEES

Should **SA International Inc.** prevail in any lawsuit, action, or proceeding in contract, tort, or otherwise which arises out of or related to this **Agreement**, **SA International Inc.** shall be entitled to recover all of its costs and expenses including, without limitation, its reasonable attorneys' fees incurred in connection with such lawsuit, action, or proceeding, including any appeal of such lawsuit, action, or proceeding.

## **SALES ACROSS INTERNATIONAL BOUNDARIES**

As between the parties hereto, and in the sale and delivery of any goods, the United Nations convention related to the sale of goods shall not apply to any sale of goods deemed to arise under in this or any other agreement between the parties.

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The names of actual companies and products mentioned in the **Software** may be the trademarks of their respective owners or their subsidiaries or affiliates and may be registered in certain jurisdictions.



Christian Erhardt<christiane@osburns.com>

To: Shane LeBlanc; Steven Shover <stevens@osburns.com>

Cc: Karen Miller

Start reply with: Great, thanks for confirming! Ok, great. Thanks! Great, thank you!

**EXTERNAL EMAIL**

Yes that pricing is still good

Thank you,  
Christian Erhardt

---

**From:** Shane LeBlanc <sleblanc@ci.zephyrhills.fl.us>  
**Sent:** Wednesday, November 6, 2024 11:08 AM  
**To:** Christian Erhardt <christiane@osburns.com>; Steven Shover <stevens@osburns.com>  
**Cc:** Karen Miller <KMiller@ci.zephyrhills.fl.us>  
**Subject:** Re: printer lead time

Christian,

Just confirming the pricing is still good on the attached quotes.

Please confirm.

Thanks,



**Shane LeBlanc**  
**Public Works Director**  
City of Zephyrhills  
5335 8th Street

## Christian Erhardt

---

**From:** Bickhardt, Brian <BickhardtB@hcfl.gov>  
**Sent:** Wednesday, November 6, 2024 4:07 PM  
**To:** Christian Erhardt  
**Subject:** RE: Approval to Piggyback ITB-24-24741

Good afternoon Christian,

In accordance with the contract document Section 2.3 (Optional Provision for Other Agencies), and your companies response to affirmation question 1.3.2 of your response, Hillsborough County does not have any concerns with them piggybacking off of this solicitation.

### Brian Bickhardt

Procurement Operations Coordinator  
Procurement Services

E: [BickhardtB@HCFL.gov](mailto:BickhardtB@HCFL.gov)  
P: (813) 633-3213

601 E. Kennedy Blvd., Tampa, FL 33602  
[HCFL.gov](http://HCFL.gov)

[Facebook](#) | [X](#) | [YouTube](#) | [LinkedIn](#) | [Instagram](#) | [HCFL Stay Safe](#)

## Hillsborough County Florida

Please note: All correspondence to or from this office is subject to Florida's Public Records law.

Vendors interested in **Doing Business with Hillsborough** need to register with Bonfire, the County's customer-focused e-procurement platform - it's quick, easy, and free!

Learn more and register here: [HCFL.gov/vendors](http://HCFL.gov/vendors)



---

**From:** Christian Erhardt <christiane@osburns.com>  
**Sent:** Wednesday, November 6, 2024 3:59 PM  
**To:** Bickhardt, Brian <BickhardtB@hcfl.gov>  
**Subject:** Approval to Piggyback ITB-24-24741

**External email:** Use caution when clicking on links, opening attachments or replying to this email.

Good afternoon Brian,  
The city of Zephyrhills is looking to purchase a TrafficJet printer from us and hopes to piggyback off the contract we had with you (ITB-24-24741) do they have Hillsborough County's approval to do this?

Thank you,  
Christian Erhardt  
Osburn Associates







To Concerned Parties,

The City of Zephyrhills and its representatives are approved by Osburn Associates to purchase items listed on contract ITB-24-24741 at the pricing this contract establishes.

Thank you,  
Christian Erhardt

## **CONSENT ITEMS 2.2**

Outside Utility Agreement 45-24-34 - Regina & Lula Wade  
5311 Lantana St, Zephyrhills, FL 33542

**Issue:**

Request Council approval for Council President to sign the Agreement Arising Out of a Request For City Water Services Outside Corporate Limits.

**Background:**

The property is located outside the city limits, but within our utility service area.

**Attachment(s):**

1. Outside Utility Agreements - Regina & Lula Wade - 5311 Lantana Street

**Fiscal Impact:**

There are minimal monetary impacts to the City as the normal fees will be paid by the owners.

**Staff Recommendation:**

It is recommended City Council approve Council President to sign the Outside Water Agreement.

AGREEMENT ARISING OUT OF REQUEST FOR CITY SERVICES  
OUTSIDE CORPORATE LIMITS

THIS AGREEMENT, entered into this 24<sup>th</sup> day of October, 2024, between  
Regina Wade & Lula Wade hereinafter referred to as parties of the first  
part, and the City of Zephyrhills, a municipal corporation, hereinafter referred to as the City.

WITNESSETH

WHEREAS, the parties of the first part owning land outside the corporate City limits of the  
City of Zephyrhills have requested certain utility services, and

WHEREAS, the City Council of the City of Zephyrhills has established a plan for the  
provision of utility services outside the corporate limits, and

WHEREAS, this agreement must be executed by all interested parties for the providing of  
such utility services.

NOW, THEREFORE, BE IT AGREED between the parties hereto as follows:

1. The City does hereby agree to provide services to the parties of the first part consisting of  
~~water/sewer~~ to the parcel of land described as follows:

Physical Address: **5311 Lantana Street Zephyrhills FL 33542**

Parcel Identification Number: **10 26 21 0010 09000 0110**

Legal Description: **ZEPHYRHILLS COLONY COMPANY LANDS PB 1 PG 55 SOUTH 70 FT OF  
NORTH 295 FT OF WEST 146.29 FT OF TRACT 90 IN SECTION 10**

2. The parties of the first part do hereby affirm that the lands to which said services shall be  
provided ~~are~~ **are not** contiguous to the corporate limits of the City of Zephyrhills, and that said  
parties of the first part are the owners of lands involved, described above.

3. By the execution of this agreement the parties of the first part do hereby agree that all lands  
involved in this agreement shall at the sole discretion of the City, be annexed and become part of  
the City of Zephyrhills by ordinance when said property becomes contiguous to the corporate  
boundaries of the City of Zephyrhills.

Furthermore, the parties of the first part shall do all things necessary to execute any instruments  
required to effect such annexation, and in the absence thereof, does hereby appoint the City  
Manager of Zephyrhills as attorney-in-fact to sign such documents as are necessary for such  
annexation on behalf of the parties of the first part or their successors or assigns.

4. (a) The parties of the first part shall be liable for all costs incurred in the installation of  
water lines, ~~sewer lines~~ or conduit of any type for the purposes of providing the municipal services  
aforementioned and shall indemnify the City against any claim for such installation.

(b) If such water lines, sewer lines or conduit will be available to serve other intervening  
land, the City, at its sole discretion, may reimburse the parties of the first part for a portion of the  
cost of construction, such reimbursement being consistent with current City policy as expressed by  
Resolution or Ordinance.

(c) Prior to the time that said land area involved is annexed to and becomes part of the City  
of Zephyrhills, the parties of the first part do hereby agree to be solely responsible for the payment

of any consumer rate or fee levied by the City of Zephyrhills for the aforementioned municipal service(s) provided to the land involved therein.

(d) Default in any payment due the City for such municipal services prior to annexation shall give the City the immediate right to terminate the municipal services provided for above, but shall not operate to waive any other rights to enforce this agreement by the City.

5. Other than timely providing the service as hereinabove referenced, it is agreed that this contract creates no obligation of the City to provide other City services to the referenced property in any manner other than as growth permits in the sole discretion of the City, provided, however, that at any time the City exercised its discretion to provide those services, party of the first part shall be obligated for all costs incurred in the installation of those lines or conduit from the closest feasible attachment point now existing to the boundary line of the property owned by the parties of the first part and contemplated herein as well as within the limits of the referenced property owned by the parties of the first part.

6. Water meters shall be installed on all units (residential and ~~business~~) located on the above-referenced lands as determined by the City. The party of the first part does hereby agree to become liable for per unit connection fees at the rate existing at the time services are connected plus the costs of water meters installed and the cost of extending the present water/sewer lines to the aforementioned lands. In addition, all costs of inspection of connecting lines deemed necessary by the City shall be billed to party of the first part at City's costs and paid for when billed.

Should the party of the first part fail to pay the aforementioned fees and costs with the time designated, the City shall be entitled to a lien against the premises herein described, which shall bear interest at the rate charged for similar liens, and may be foreclosed at the option of the City. Any such foreclosure action shall obligate the party of the first part, in addition to the aforementioned fees and costs, to pay to the City all costs and reasonable attorney fees incurred in such action.

7. Notwithstanding the provisions of paragraph 6, above, parties of the first part acknowledge that they are aware of the present connection fees and water meter installation charges; that the charges as to this specific property shall be:

1. Those in effect at the time of connection, the time of application therefor or the time the connection fee is paid, whichever is greater; or

2. The City agrees that the present connection rates in effect at the time of approval of this petition shall apply provided payment is made in full for all such connection charges within ninety (90) days of the approval of this petition.

8. The City's obligation to supply the services herein shall not be binding unless connection fees shall be paid within six (6) months after approval of this petition. All others shall be at the discretion of the City.

9. Parties of the first part do agree to submit all plans, site plans, and construction plans to the City for review prior to the construction of any improvement and do agree to amend those plans to comply with the minimum standards of the City for the construction and installation of public utilities.

10. Parties of the first part shall execute any easement necessary granting unto the City the right to use all streets, alleys, or thoroughfares and utility easements presently located on, or to be

located on, said lands at a future date in order that the City may have full right of access for the purpose of maintenance of and providing the requested service(s) to said lands.

11. This agreement shall be a covenant running with the land and shall be binding upon all parties, their heirs, administrators, executors, or assigns, it being fully understood between all parties that this agreement is executed in conformity with the appropriate recording statutes and will be filed in the Official Records of Pasco County, Florida, by either party.

CITY OF ZEPHYRHILLS

ATTEST \_\_\_\_\_  
CITY CLERK

BY: \_\_\_\_\_  
PRESIDENT OF CITY COUNCIL

BY: \_\_\_\_\_  
MAYOR

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared  
Kenneth M. Burgess, Jr. \_\_\_\_\_, President of City Council, \_\_\_\_\_ Melonie Monson Bahr \_\_\_\_\_,  
Mayor and \_\_\_\_\_ Ricardo Quinones, \_\_\_\_\_ Acting \_\_\_\_\_ City Clerk, respectively, known by me to be the persons described in and who executed the foregoing agreement on behalf of the City of Zephyrhills.

WITNESS my hand and official seal in the State and County aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

(SEAL)

Lindsay Bateman  
Witness Signature  
Lindsay Bateman  
Witness Printed Name  
Joe I. Bacon  
Witness Signature  
Joe I. Bacon  
Witness Printed Name  
Joe I. Bacon  
Witness Signature  
Joe I. Bacon  
Witness Printed Name  
Lindsay Bateman  
Witness Signature  
Lindsay Bateman  
Witness Printed Name

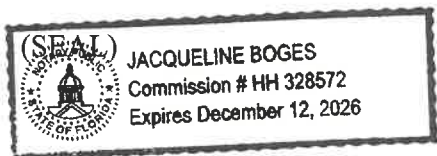
Lulu B Wade  
Applicant Signature  
LULA B WADE  
Applicant Printed Name  
Regina M. Wade  
Applicant Signature  
Regina M. Wade  
Applicant Printed Name

STATE OF FLORIDA  
COUNTY OF PASCO

I HEREBY CERTIFY that on this date before me a Notary Public duly authorized in the State and County above named to take acknowledgements, personally appeared Lulu Belle Wade  
Regina Marie Wade known by me to be the person(s) described in or who produced  
Florida Drivers License as identification and who executed the foregoing agreement on behalf of the party of the first part.

WITNESS my hand and official seal in the State and County aforesaid this 24<sup>th</sup> day of October, 2024.

Jaqueline Boges  
NOTARY PUBLIC  
My Commission Expires: December 12, 2026



## **CONSENT ITEMS 2.3**

Purchase Telehandler for Public Works Department

**Issue:**

Purchase of CAT Telehandler

**Background:**

The public works department is in need of a new Telehandler for aerial operations and tree trimming.

**Attachment(s):**

1. TL1055 CITY OF ZEPHYRHILLS QUOTE 10-24
2. TL1055

**Fiscal Impact:**

FY25 Budget includes \$250,000 Penny for Pasco funding. Cost of new Telehandler \$228,174.00

**Staff Recommendation:**

The Public Works Director and City Manager recommend approval of this item as presented.



## QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

Quote Prepared For:  
City of Zephyrhills

10/30/2024

### (1) NEW CATERPILLAR TL1055 TELEHANDLER

#### CONTRACT DETAILS

Florida Sheriff's Association  
Bid # FSA23-EQU21.0  
Item # 145, Telescopic Tool Carrier and Options  
Contract Dates: October 1, 2023, Through September 30, 2025

#### CONTRACT PRICING

|                                  |                                            |                  |
|----------------------------------|--------------------------------------------|------------------|
| Base                             | Caterpillar TL943 as Specified in Contract | \$171,258        |
| 604-6114                         | Upgrade to TL1055 05A, Base Machine Only   | <u>\$36,917</u>  |
| <b>TOTAL OF CONTRACT PRICING</b> |                                            | <b>\$208,175</b> |

#### NON-SPECIFIED OPTIONS

|          |                                |         |
|----------|--------------------------------|---------|
| 605-1121 | PREPARATION PACK, AM-N         | NC      |
| 487-9822 | STEERING, STANDARD             | NC      |
| 561-9090 | RIDE CONTROL, NONE             | NC      |
| 474-9111 | CLIMATE PACK, STD, SGL BATTERY | NC      |
| 605-3056 | CANOPY, OPEN, HRC              | NC      |
| 605-4218 | HVAC, NONE                     | NC      |
| 476-5226 | MONITOR, NONE                  | NC      |
| 472-7834 | LEVER, MANUAL, FNR             | NC      |
| 485-3311 | ALARM, BACK-UP, STANDARD       | NC      |
| 515-9736 | SUNSCREEN, ROOF, NONE          | NC      |
| 464-8004 | TIRES, 14.00-24, FS, G2, FOAM  | \$8,020 |
| 485-2360 | FENDER, SINGLE                 | NC      |
| 474-7326 | COUPLER, MANUAL, IT            | NC      |
| 603-4735 | LOADCHART, ANSI, TL1055D       | NC      |
| 0G-0507  | TL1055D NORTH AMERICAN ORDER   | NC      |
| 472-7789 | INSTRUCTIONS, ANSI             | NC      |
| 602-4694 | MANUAL, OPER. MAINT. ENGLISH   | NC      |
| 566-6817 | WORKLIGHTS, LED, NO A/C        | \$2,140 |

|                                       |                                      |                  |
|---------------------------------------|--------------------------------------|------------------|
| 505-8391                              | PRODUCT LINK, NONE                   | NC               |
| 474-6078                              | ROOF CAP                             | \$246            |
| 549-8955                              | CARRIAGE, SIDE TILT, 50"             | \$6,257          |
| 301-9755                              | FORK, PALLET, 2.36" X 4" X 48", (2)  | <u>\$1,902</u>   |
|                                       | SUB TOTAL                            | \$18,565         |
|                                       | LESS 14% SHERIFF'S CONTRACT DISCOUNT | <u>(\$2,599)</u> |
| <b>TOTAL OF NON-SPECIFIED OPTIONS</b> |                                      | <b>\$15,966</b>  |

**CAT WORK TOOLS**

|                                |                                          |                |
|--------------------------------|------------------------------------------|----------------|
| 560-2574                       | PLATFORM, FORK MTD, 8FT, ANSI            | \$4,583        |
|                                | LESS 12% CWT SHERIFF'S CONTRACT DISCOUNT | <u>(\$550)</u> |
| <b>TOTAL OF CAT WORK TOOLS</b> |                                          | <b>\$4,033</b> |

|                                |  |                  |
|--------------------------------|--|------------------|
| <b>TOTAL TRANSACTION PRICE</b> |  | <b>\$228,174</b> |
|--------------------------------|--|------------------|

Best regards,

Adam Seybold  
Sales Representative  
Ring Power Corporation



# Product Specifications For TL1055



## Engine

|                     |                                                  |
|---------------------|--------------------------------------------------|
| Engine Model        | Cat® C3.6L *                                     |
| Gross Power - Basic | 134 hp                                           |
| Note                | *Meets U.S. EPA Tier 4 Final emission standards. |

## Operating Specifications

|                                       |           |
|---------------------------------------|-----------|
| Rated Load Capacity                   | 10000 lb  |
| Maximum Lift Height                   | 54.9 ft   |
| Maximum Forward Reach                 | 42 ft     |
| Top Travel Speed                      | 21 mile/h |
| Capacity at Maximum Reach (o/r Down)  | 2500 lb   |
| Drawbar Pull - Loaded                 | 26510 lbf |
| Capacity at Maximum Height (o/r Down) | 5000 lb   |
| Frame Leveling                        | 10°       |
| Maximum Lift Height (o/r Down)        | 54.9 ft   |
| Turning Radius - Over Tires           | 14.1 ft   |
| Maximum Rated Load Capacity           | 10000 lb  |
| Operating Weight                      | 31700 lb  |

## Hydraulic System

|           |                                                      |
|-----------|------------------------------------------------------|
| Pump Type | Variable displacement load sensing axial piston pump |
|-----------|------------------------------------------------------|

|                              |          |
|------------------------------|----------|
| Auxiliary Hydraulic Pressure | 3307 psi |
|------------------------------|----------|

|                          |            |
|--------------------------|------------|
| Auxiliary Hydraulic Flow | 25 gal/min |
|--------------------------|------------|

## Service Refill Capacities

|           |             |
|-----------|-------------|
| Fuel Tank | 38 gal (US) |
|-----------|-------------|

|                                 |              |
|---------------------------------|--------------|
| Diesel Exhaust Fluid (DEF) Tank | 5.7 gal (US) |
|---------------------------------|--------------|

|                  |             |
|------------------|-------------|
| Hydraulic System | 49 gal (US) |
|------------------|-------------|

## Axles

|           |                                                  |
|-----------|--------------------------------------------------|
| Types (1) | Trunnion mounted planetary 55-degree steer axles |
|-----------|--------------------------------------------------|

|           |                                                   |
|-----------|---------------------------------------------------|
| Types (2) | High bias limited slip differential on front axle |
|-----------|---------------------------------------------------|

## Braking System

|                |                                                 |
|----------------|-------------------------------------------------|
| Service Brakes | Inboard wet disc brakes on front and rear axles |
|----------------|-------------------------------------------------|

|                |                                                          |
|----------------|----------------------------------------------------------|
| Parking Brakes | Wet disc, spring applied hydraulic release on front axle |
|----------------|----------------------------------------------------------|

## Transmission Speeds

|         |          |
|---------|----------|
| Forward | 4 Speeds |
|---------|----------|

|         |          |
|---------|----------|
| Reverse | 3 Speeds |
|---------|----------|

## Tires

|          |                         |
|----------|-------------------------|
| Standard | 400/75-28 Duraforce Air |
|----------|-------------------------|

|          |                                                                                                                                               |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| Optional | 400/75-28 Duraforce Foam; 360/85-28 Telemaster Solid; 14.00-24 16PR Air; 14.00-24 Foam; 400/75-28 Non-Marking Air; 400/75-28 Non-Marking Foam |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------|

## Boom Performance

|         |      |
|---------|------|
| Boom Up | 15 s |
|---------|------|

|                  |        |
|------------------|--------|
| <b>Boom Down</b> | 13 s   |
| <b>Tele In</b>   | 15.3 s |
| <b>Tele Out</b>  | 19.7 s |

## Optional Work Tool Attachments

|                                                             |                                           |
|-------------------------------------------------------------|-------------------------------------------|
| <b>Carriages: Standard Tilt - Option 3</b>                  | 72 in                                     |
| <b>Fork Mounted - Work Platform</b>                         | 1220 mm × 2438 mm (4 ft × 8 ft)           |
| <b>Carriages: Standard Tilt - Option 1</b>                  | 50 in                                     |
| <b>Forks: Pallet - Option 2</b>                             | 60 in                                     |
| <b>Carriages: Side Tilt - Option 1</b>                      | 50 in                                     |
| <b>Truss with Winch - Option 1</b>                          | 3 ft                                      |
| <b>Truss with Winch - Option 2</b>                          | 12 ft                                     |
| <b>Carriages: Dual Hydraulic Fork Positioner - Option 1</b> | 50 in                                     |
| <b>Buckets: Multi Purpose</b>                               | 1.3 yd <sup>3</sup>                       |
| <b>Carriages: Dual Hydraulic Fork Positioner - Option 2</b> | 72 in                                     |
| <b>Forks: Pallet - Option 3</b>                             | 72 in                                     |
| <b>Material Handling Arm</b>                                | Adjustable 2-4 m (Adjustable 6.7-13.2 ft) |
| <b>Forks: Lumber</b>                                        | 60 in                                     |
| <b>Forks: Pallet - Option 1</b>                             | 48 in                                     |
| <b>Carriages: Swing, 100°</b>                               | 72 in                                     |

|                                            |                                                       |
|--------------------------------------------|-------------------------------------------------------|
| <b>Fork Extensions*</b>                    | 90 in                                                 |
| <b>Buckets: General Purpose - Option 2</b> | 2 yd <sup>3</sup>                                     |
| <b>Buckets: Grapple</b>                    | 1.7 yd <sup>3</sup>                                   |
| <b>Carriages: Standard Tilt - Option 2</b> | 60 in                                                 |
| <b>Fork Mounted - Hook</b>                 | Lifting Hook                                          |
| <b>Carriages: Side Tilt - Option 2</b>     | 72 in                                                 |
| <b>Truss Booms - Option 2</b>              | 15 ft                                                 |
| <b>Forks: Block/Cubing</b>                 | 48 in                                                 |
| <b>Buckets: General Purpose - Option 1</b> | 1.3 yd <sup>3</sup>                                   |
| <b>Note</b>                                | *For use with 1525 mm (60 in) forks or larger         |
| <b>Truss Booms - Option 1</b>              | 12 ft                                                 |
| <b>Carriages: Side Shift</b>               | 50 in                                                 |
| <b>Fork Mounted - Truss Boom</b>           | Adjustable 2.1-3.6 m (Adjustable 7-12 ft)             |
| <b>Coupler</b>                             | Hydraulic IT Coupler (Includes Auxiliary Electronics) |
| <b>Fork Mounted - Hopper</b>               | Trash Hopper                                          |

## Weights

|                         |          |
|-------------------------|----------|
| <b>Operating Weight</b> | 31700 lb |
|-------------------------|----------|

## TL1055 Standard Equipment

### TELESCOPIC BOOM

Boom angle indicator

## **ELECTRICAL**

Alternator, 60 amp, 12 volt

Battery, 12 volt, 1000 CCA

Horn

Alarm, backup

## **OPERATOR STATION**

Canopy, ROPS/FOPS

Joystick, single electronic

Adjustable joystick wristrest

Grab bars for easy entry

Seat - vinyl, suspension with Cat logo

Steering wheel spinner knob

Floor mat - heavy duty

Left side rear view mirror

Service door, cab air intake filter, fuel fill, hydraulic fill, level indicator, fuse panel and washer fill

Instruments - volt meter, hourmeter, engine oil pressure gauge, water temperature gauge. All gauges protected by clear acrylic cover.

Park Brake with indicator light

Steering Wheel with Cat logo

Cat keys and locks

Brakes - wet disc service

Belt, seat - 3" wide

## **POWER TRAIN**

Engine, Cat C3.6L - 100 kW (134 hp) gross horsepower

Thermal starting aid

Transmission, Cat PG145 6 speed Power-shift, 4-speed forward, 3-speed reverse

Cat filters, hoses and couplings

Axles - Dana

Steering - 4 wheel

Drive - 4 wheel

## **STRUCTURE**

Chassis, frame level up to 10 degrees when operating in rough, uneven terrain

Cat IT Coupler

## **ANTI-FREEZE**

Coolant - Anti-freeze, 50/50 Mix

## **TIRES**

Tires - 370/75-28 Duraforce Air

## **OTHER EQUIPMENT**

Integrated lift and tie down points  
Standard Cat color paint  
Auxillary hydraulics for auxillary attachments (one function)

## **TL1055 Optional Equipment**

### **TELESCOPIC BOOM**

Hydraulic IT Coupler (includes Auxiliary Electrics)

### **ELECTRICAL**

Work Light Group: 3 Cab mounted Lights -- 2 forward, 1 rearward; 1 reversing light; 2 Boom mounted Lights, 1 rotating beacon  
Engine heater block  
Heater - open cab  
Road Light Group -- Headlights, Brake Lights, Turn Signals

### **OPERATOR STATION**

Air conditioning  
Single Joystick - with Rocker Switch  
EROPS - Cab Enclosure (Door, Safety Glass Windows, Front Windshield Wiper, Heater & Defroster Fan)  
Skylight Wiper  
Brick guard - Front and top.

### **TIRES**

Tires - 370/75-28 Duraforce Foam Fill  
Tires - 315/95-28 Telemaster Solid  
Tire - 14.00-24 16PR Air  
Tire - 14.00-24 12 PR Foam  
Tires - 370/75-28 Non-Marking Air

### **OTHER EQUIPMENT**

Fenders  
Tow Hook - Pintle Type  
Artic package - Package includes: 2400 AMP starter, 1000 watt hydraulic reservoir heater, 500 watt engine oil-pan heater, Dual maintenance free, 1375 CCA gel cell batteries, 160 watt battery heating blanket, 1000 watt engine block heater

### **WORK TOOLS**

Carriage - side shift, 50 in. (available from factory)  
Lifting Hook - fork mounted (available from factory)  
Truss Broom  
Carriage - standard tilt, 50 in. (available from factory)  
Carriage - standard rotate, 50 in. (available from factory)  
Carriage - swing, 72 in., 100 degrees, 9,000 lb. capacity, 5,000 lb. swung (available from factory)  
Pallet Forks - two 60 in, 2 in x 6 in, 9,000 lb. capacity per pair (available from factory)

Pallet Forks - two 48 in, 2.36 in x 4 in, 9,000 lb. capacity per pair (available from factory)

Cubing Forks - two 48 in, 2 in x 2 in, 3,800 lb. capacity per pair (available from factory)

Bucket - General Purpose 1.3 Cu. Yd.

Bucket - Material Handling 1.95 Cu. Yd.

Bucket - Multi-Purpose, 1.3 Cu. Yd.

Work Platform -- 8 ft x 4 ft with maximum capacity of 1,000 lbs. Includes enclosed fork pockets, side entry/exit gate, removable front rail and wire mesh floor

## CONSENT ITEMS 2.4

### Agreement 41-22-12A - Infotect Piggyback Extension Agreement

**Issue:**

The City of Zephyrhills has contracted with Infotect Design Solutions since 2000 on a variety of information technology services. In 2022, Council approved a piggyback agreement with the Tampa/Hillsborough Expressway Authority for Infotect to provide general information technology support services to the City's IT department, consisting of a 3 year agreement valid through November 31st 2024 followed by 2 optional 1 year agreements.

**Background:**

The agreement (notice to proceed) with the Expressway Authority was for three years (2021-2024, Dec 1st, 2024 expiration) with two optional one-year extensions.

**Attachment(s):**

1. Piggyback Extension Agreement 41-22-12A -- InfoTect(31686024.1)
2. THEA Final-Board-Minutes-06.24.2024-see page 9
3. THEA Final-Board-Packet-6.24.2024-2-see page 251
4. 41-22-12 Infotect Design Solutions, Inc. - piggyback
5. 2022-03 Infotect Consent to Piggyback off THEA Agreement
6. Infotect -THEA contract O-01021\_SIGNED

**Fiscal Impact:**

N/A

**Staff Recommendation:**

Staff recommends approval of a one-year extension Piggyback Agreement between the City of Zephyrhills and Infotect Design Solutions, Inc. thru Dec 1st 2025.



PIGGYBACK EXTENSION AGREEMENT  
AGREEMENT NO.: 41-22-12A

WHEREAS, **Infotect Design Solutions, Inc.**, a Florida Corporation (“Contractor”) entered into an agreement dated December 1, 2021, with the **Tampa-Hillsborough County Expressway Authority**, a public corporate body, (“THEA”) for General Information Technology Network Support Services (Contract 0-01021), procured pursuant to F. S. §287.057, (the “Agreement”).

WHEREAS, the City of Zephyrhills, 5335 8<sup>th</sup> St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City of Zephyrhills, 5335 8<sup>th</sup> St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) entered into a Piggyback Agreement with Contractor with an effective date of March 29, 2022 which incorporates the terms of the Agreement; and

WHEREAS, the Agreement expires on December 1, 2024, and allows for two (2), one (1) year renewals. The THEA approved a renewal of the Agreement, which is effective December 1, 2024 through December 1, 2025 on June 24, 2024; and

WHEREAS, the City wishes to enter into a Piggyback Extension Agreement with Contractor to mirror the extended Agreement between Contractor and THEA.

the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Tampa-Hillsborough County Expressway Authority for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and Extension and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current first extension Agreement term that expires on December 1, 2025, as agreed to by the Tampa-Hillsborough County Expressway Authority and the Contractor.

4. The Piggyback Agreement entered into between Contractor and City with an effective date of March 29, 2022, is incorporated herein by reference and made a part hereof.
5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR [CITYCLERK@CI.ZEPHYRHILLS.FL.US](mailto:CITYCLERK@CI.ZEPHYRHILLS.FL.US) OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
8. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
9. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000(this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage,

and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Infotect Design Solutions, Inc.

City of Zephyrhills, Florida

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Kenneth M. Burgess, Jr. Date  
Council President

\_\_\_\_\_  
Print Name

WITNESS

ATTEST

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Ricardo Quinones Date  
Acting City Clerk

\_\_\_\_\_  
Matthew E. Maggard Date  
City Attorney

Tampa-Hillsborough County Expressway Authority  
Minutes of the June 24, 2024, Board Meeting  
1104 E. Twiggs Street  
Tampa, FL 33602

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The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on June 24, 2024, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

**BOARD:**

Vincent Cassidy, Chairman  
Bennett Barrow, Vice Chairman  
John Weatherford, Secretary  
FDOT District 7 Secretary David Gwynn, Member  
Mayor Jane Castor, Member

**STAFF:**

|                 |                  |
|-----------------|------------------|
| Greg Slater     | Brian Ramirez    |
| Amy Lettelleir  | Elizabeth Gray   |
| Bob Frey        | Julie Aure       |
| Brian Pickard   | Szabina Szenassy |
| Jeff Seward     | Anna Quinones    |
| Keisha Boyd     | Ha Nguyen        |
| Tim Garrett     | William Quinones |
| Shari Callahan  | Hope Scarpinato  |
| Charlene Varian | Felipe Velasco   |
| Chaketa Mister  | Lisa Pessina     |
| Emma Antolinez  | Josue Mazariegos |
| Shannon Bush    | Tiana Hill       |
| Gary Holland    |                  |

**OTHERS:**

|                                |                            |
|--------------------------------|----------------------------|
| Joe McConnell, WSP             | Alex Bourne, RS&H          |
| Sally Dee, Playbook            | Brian Kirkpatrick, RS&H    |
| Nicole Dufva, WSP              | Doug Reed, RS&H            |
| Hope Scarpinato, PFM           | Snehal Ambare, CDM Smith   |
| Mark Easley, Lochner           | Doug Draper, BofA          |
| David Hubbard, Wey Engineering | John Generali, Wells Fargo |
| Sarah Lesch, Playbook          | Jess Baker, Mitre          |
| Rick Patterson, Raymond James  | Chris Jadick, WSP          |
| Kim Ragon, Gallagher           | Kevin Hoeflich, HNTB       |
| Jim Drapp, HNTB                | Joey Roselli, ASI          |
| Christina Matthews, WSP        | Steve Williams, Infotect   |
| Johnathan Tursky, TransCore    | Tim Schock, Parsons        |

## **Call to Order and Pledge of Allegiance**

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

## **Public Input/Public Presentations**

There was no public comment.

## **Discussion/Action Items**

### **A. Budget and Finance, Commissioner Cepeda, Committee Chair – Jeff Seward, Director**

#### **1. Budget – Fiscal Year 2025**

Mr. Seward presented the final budget, and pursuant to Section (3) of FS 189.016, Uniform Special District Accountability Act, requested the Board to approve Resolution No. 675 to adopt the FY2025 Annual Operating, Maintenance, and Administrative Budget.

*Chairman Cassidy requested a motion to approve the FY2025 Budget. Mr. Barrow moved approval, seconded by Mr. Weatherford.*

Mr. Weatherford noted that since he was appointed to the Board, he has noticed that revenue and debt service coverage have consistently increased. He questioned whether, in our five-year projections, we anticipate seeing a dip at some point. Mr. Slater noted that a dip is expected once some of THEA's larger projects get underway.

*The motion passed unanimously.*

#### **2. Adoption of the THEA Work Program (FY2025)**

Mr. Seward presented a summary of the FY2025 Capital Work Program, which consists of preservation and enhancement projects that will increase the safety, operations, and reliability of the THEA facilities. The Work Program includes the existing fiscal year, budget year, and four planning years.

The requested action is for Board approval of the FY2025 Capital Work Program.

*Chairman Cassidy requested a motion to approve the FY2025 Work Program. Mr. Barrow moved approval, seconded by Mr. Weatherford.*

*The motion passed unanimously.*

### **B. Operations and Engineering, Bennett Barrow, Committee Chair – Brian Pickard, P.E., Director**

#### **1. Fiber to DMS Communications Improvement/Wrong-Way-Driving Countermeasures – Contractor Selection**

Mr. Pickard presented the item to select the contractor for the DMS Communications Improvements/Wrong-Way-Driving Countermeasures project. The contractor will provide all the labor, materials, equipment, and incidentals necessary to upgrade communications



to DMS signs along the REL and to construct Wrong-Way-Driving Countermeasures at all exits east of Kennedy Boulevard.

The requested action is for the Board to:

- a. Approve the selection of Highway Safety Devices (HSD) to upgrade the communications to REL DMS signs and to construct Wrong-Way-Driving Countermeasures at all exits east of the Kennedy Boulevard off-ramp.
- b. Authorize and direct staff to negotiate a contract with Highway Safety Devices for \$6,477,756 from the capital budget. The contract is subject to review and approval of THEA General Counsel.

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

***The motion passed unanimously.***

## **2. Webber Infrastructure Management, Selmon Greenway Striping**

Mr. Pickard introduced a task order request for Webber Infrastructure Management to install longitudinal striping, bollards, and ADA Ramp improvements on the Selmon Greenway from Riverwalk to 19<sup>th</sup> Street.

The action requested is for the Board to authorize the Executive Director to sign a task order with Webber Infrastructure Management, to install longitudinal striping, bollards, and ADA improvements from Riverwalk to 19<sup>th</sup> Street for \$146,718 from the capital budget.

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

***The motion passed unanimously.***

## **3. CEI Services for Selmon Greenway Striping from the Riverwalk to 19<sup>th</sup> Street – Consor**

Mr. Pickard presented an item to procure the services of a CEI consultant to perform field engineering and testing for the contract work called for in the Selmon Greenway Striping Project to be completed by Webber from the Riverwalk to 19<sup>th</sup> Street. Negotiations were conducted and finalized with Consor Engineering selected previously (August 26, 2019, Board meeting) for task-driven contracts for minor design and CEI projects.

The requested action is for the Board to authorize the Executive Director to execute a task order with Consor Engineering for \$117,244 from the capital budget to provide CEI services for the Selmon Greenway Striping Project from Riverwalk to 19<sup>th</sup> Street.

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

***The motion passed unanimously.***

#### **4. A-Stellar Property Maintenance & Landscaping, Inc. Six-month Contract Extension**

Mr. Pickard presented an item to extend A-Stellar's contract for six months, from July 1, 2024, through December 31, 2024, to continue the contract requirements for landscape, hardscape, and aesthetic lighting maintenance services at THEA Headquarters, Brandon Parkway Gateway, Meridian Avenue Gateway, and Selmon West Extension.

The requested action is for the Board to authorize the Executive Director to sign a task order with A-Stellar Property Maintenance & Landscaping, Inc., for \$281,511 from the operations and maintenance budget to extend their contract to maintain THEA's landscape and hardscape through December 31, 2024.

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

*The motion passed unanimously.*

#### **5. Drainage Upgrade Design Task Order – KCA**

Mr. Pickard presented an item to execute a task order with KCA Technologies, Inc. to develop a design and scope for an invitation to bid to procure a contractor to upgrade THEA's open drainage system between 22<sup>nd</sup> Street and I-75. The current system is slow to drain with many areas of standing water and sediment berms preventing proper drainage. This project will restore the open drainage system to its original condition.

He noted that KCA Technologies, Inc. was previously selected (May 24, 2021, Board meeting) for task-driven contracts covering general consulting tasks.

The requested action is for the Board to authorize the Executive Director to sign a task order with KCA Technologies, Inc. for \$195,210 from the capital budget to develop a design and scope for an Invitation to Bid to procure a contractor to upgrade THEA's open drainage system from 22<sup>nd</sup> Street to I-75.

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

The Chairman asked for confirmation that this action is for local roads and not the REL. Mr. Pickard confirmed.

*The motion passed unanimously.*

#### **6. ITS Infrastructure Phased Design-Build Assistance – HNTB**

Mr. Pickard presented an item to utilize the GEC (HNTB) to assist staff with the procurement of the Phased Design-Build contractor and the CEI team, and to assist in overseeing their work during the design and construction of ITS infrastructure for Selmon West Extension, East Selmon, and REL grounding efforts.

The requested action is for the Board to authorize the Executive Director to execute a task order with HNTB for \$1,950,000 from the capital budget to assist in procuring a contractor and CEI, and to assist in overseeing the design and construction of the ITS



infrastructure to be installed on the Selmon West Extension, East Selmon, and grounding efforts on the REL.

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

Chairman Cassidy asked for a definition of “grounding efforts.” Mr. Pickard explained that lightning was causing issues, and it was determined to be a grounding issue. Mr. Slater added that the specifications for the aesthetic lighting treated it as an overhead light. The specifications now call for grounding, in accordance with ITS, which is more restrictive.

***The motion passed unanimously.***

#### **7. Pedestrian Safety Upgrades – HNTB**

Mr. Pickard presented an item to utilize the GEC (HNTB) to assist staff with procuring the designer, contractor, and the CEI team, and assist in overseeing their work during the design and construction of the pedestrian safety upgrades on all THEA pedestrian crossings.

The requested action is for the Board to authorize the Executive Director to execute a task order with HNTB for \$105,600 from the capital budget to assist in procuring a designer, contractor, and CEI, and to assist in overseeing the design and construction of the pedestrian upgrades at all THEA pedestrian crossings.

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

***The motion passed unanimously.***

#### **8. THEA Headquarters Office Renovation – Contractor Selection**

Mr. Pickard presented the contractor selection request for the THEA Headquarters Office Renovation project. The contractor will provide all the labor, materials, equipment, and incidentals necessary to reconstruct four office areas at the THEA headquarters building to provide office space for new staff in 2025.

The requested action is for the Board to:

- a. Approve the selection of the lowest bid from Qualis General Contractors, LLC for \$227,827 from the capital budget to renovate four office spaces at THEA Headquarters.

| Firm                            | Amount       |
|---------------------------------|--------------|
| Qualis General Contractors, LLC | \$227,827.00 |
| Rycon Construction, Inc.        | \$259,497.42 |



- b. Authorize and direct staff to negotiate a contract with the lowest responsible bid firm. If negotiations are unsuccessful, staff will negotiate with the next lowest responsible bid firm. The contract is subject to review and approval of THEA General Counsel.

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

*The motion passed unanimously.*

#### **9. Headquarters Safety Upgrades and East Selmon Roof Replacement Support - HNTB**

Mr. Pickard presented an item to utilize the GEC (HNTB) to assist staff with overseeing the design effort, procuring a contractor, procuring the CEI Team, and overseeing their work during the design and construction of THEA Headquarters safety improvements and the East Toll Plaza roof construction efforts.

The requested action is for the Board to authorize the Executive Director to execute a task order with HNTB for \$236,800 from the capital budget to assist in procuring a contractor and CEI and to assist in overseeing the design and construction of THEA Headquarters safety improvements and the East Toll Plaza roof construction efforts.

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

*The motion passed unanimously.*

#### **10. Whiting Street Improvement Project Design Support – HNTB**

Mr. Pickard presented an item to utilize the GEC (HNTB) to assist staff with procuring the designer and overseeing the design of the Whiting Street Improvement Project.

The requested action is for the Board to authorize the Executive Director to execute a task order with HNTB for \$880,000 from the capital budget to assist in procuring a designer and overseeing the design effort for the construction of the Whiting Street Improvement Project.

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

*The motion passed unanimously.*

#### **11. South Selmon Capacity Procurement, Risk Avoidance, and Scope Development Support – HNTB**

Mr. Pickard presented an item to utilize GEC (HNTB) to assist THEA staff in managing the South Selmon Capacity Project procurement and completion of Risk Avoidance. This task covers the anticipated costs for HNTB's assistance to the Notice to Proceed date which will encompass all FY25 and part of FY26. The Board previously authorized a task with the GEC for this effort through FY24.

The requested action is for the Board to authorize the Executive Director to execute a task order with HNTB to provide GEC support for procurement of the South Selmon Capacity Project for \$2,600,000 from the capital budget.

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

***The motion passed unanimously.***

**12. Change Order to Contract No. 0-0523 with CW Roberts Contracting, Inc.**

Mr. Pickard presented an item to reimburse CW Roberts Contracting, Inc. for contract adjustments related to fuel and bituminous, spread rate, and material quality totaling \$776,180. This revises the contract value to \$8,879,180, which is 12.6% above the original contract amount.

The requested action is for the Board to authorize the Executive Director to execute a purchase order with CW Roberts Contracting, Inc. for contract adjustments related to fuel and bituminous, spread rate, and material quality in the amount of \$776,180 from the capital budget.

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

***The motion passed unanimously.***

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

**1. Approval of a \$212,332 task order for TransCore to develop a staging database to support the migration of the legacy THEA Tolls Data to the new Operational Back Office System**

Mr. Garrett presented an item to establish a staging database for THEA's toll transaction data in preparation for the migration of this data to the new Operational Back Office System (OBOS) that is being procured by THEA. The establishment of the staging database will provide a more seamless, verifiable, and operationally efficient migration of THEA's data to the new operational back office.

The requested action is for the Board to authorize the Executive Director to execute a task order with TransCore for \$212,332 from the capital budget to develop the staging database of THEA toll data in support of the migration to the new operational back office.

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

Chairman Cassidy inquired about the status of this procurement. Mr. Garrett noted the team is wrapping up the scope and boilerplate document and expects the project to be advertised in the first quarter of FY2025. Mr. Slater added that staff is staging the two to ensure OBOS is stable before we begin RTCS.

***The motion passed unanimously.***



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

**1. Approval of Tampa-Hillsborough County Expressway Authority Interlocal Agreements with Florida Tax Collector Offices**

Ms. Lettelleir presented an item that will allow customers to pay THEA tolls to the Tax Collector offices listed below for the release of registration holds and to provide the procedures for remittance and reporting between the parties.

- |                 |              |
|-----------------|--------------|
| 1. Brevard      | 6. Pasco     |
| 2. Charlotte    | 7. Pinellas  |
| 3. Citrus       | 8. Sumter    |
| 4. Hernando     | 9. St. Lucie |
| 5. Indian River | 10. Walton   |

The requested action is for the Board to authorize THEA's Chairman to execute Interlocal Agreements with the stated Florida Tax Collector Offices.

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

*The motion passed unanimously.*

**2. Fiscal Year 2025 Commercial Property Insurance, and Crime Insurance**

Ms. Lettelleir introduced Kim Ragan with Gallagher Insurance to review the FY2025 Commercial Property and Crime Insurance Coverage for FY2025. Ms. Ragan briefly discussed the history of THEA's property program since 2012, noting that current rates with Zurich are 13% less than the 2011 program, with a cumulative savings of over \$3.3M over the 10+ years versus the prior program. She then reviewed the Infrastructure Property Program, crime insurance coverage, and terrorism and sabotage coverage. She pointed out that railroad liability has been non-renewed because of the completion of the Railroad Track Removal project.

Ms. Lettelleir requested the Board to approve the binding of the FY2025 Commercial Property and Crime Insurance Coverage for \$1,004,907 from the operating budget.

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

*The motion passed unanimously.*

**IV. Consent Agenda**

**A. Approval of the Minutes from the April 22, 2024, Board Meeting and the May 6, 2024, Workshop**

**B. Approval of Ongoing Capital Project Task Work Orders – FY25**

1. LIDAR and ArcGIS Updates, HNTB, \$200,000
2. SWE Inspection Support, HNTB, \$150,000

3. Incident Management Implementation, HNTB, \$90,000
4. East Selmon Paving Support, HNTB, \$225,000
5. ACCS Implementation Support, HNTB \$100,000
6. Asset Management Inventory and Development Support, HNTB, \$860,000
7. South Selmon Capacity Geotechnical Support, HNTB, \$200,000
8. South Selmon Capacity Tolls Support, HNTB, \$100,000
9. South Selmon Capacity Drainage, Permits, and Cross Slope Support, Consor, \$195,938
10. South Selmon Capacity Survey and Utility Support, HNTB, \$530,000
11. US 301 Preliminary PD&E Services - Stakeholder & Community Engagement & Speakers Bureau Program, WSP, \$279,000
12. KPI Tool Development & Tracking, WSP, \$110,000
13. US 301 Economic Study & Analysis, CUTR, \$175,000
14. Emerging Technology & Commsignia RSU Integration, HNTB, \$150,000
15. Road User Safety Technology, HNTB, \$200,000
16. Intelligent Decision Support System & Data Management, HNTB, \$250,000
17. MultiModal ITS (MMITSS) Project Support Services, HNTB, \$76,000
18. Implementable Data-Driven Pedestrian Safety, HNTB, \$75,000
19. Resiliency & Sustainability, HNTB, \$100,000
20. Vulnerable Road User (VRU) Project Support Services, HNTB, \$125,000
21. Emerging Technology THEA System Evaluation & Solution Concepts, MITRE, \$150,000
22. Roadside Toll Collection System Support, HNTB, 195,000
23. Operational Back Office System Support, HNTB, \$320,000
24. US 301 Preliminary PD&E Services – Stakeholder Listening and Data Collection, Vistra Communications, \$115,350

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

*The motion passed unanimously.*

## **V. Executive Reports**

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

#### **1. Contract Renewals and Expirations**

Mr. Slater reported two contract renewals, one for Gannett Fleming and the other for Infotect. Both are the first one-year renewal.

#### **2. Director's Report**

Mr. Slater announced that staff would be coming to the board in the coming weeks seeking approval for the development of an investment grade T&R model. THEA has not done a system-wide model since 2017. The model will be critical for THEA as our large construction program advances.



He reported that the new slip ramp near I-75 suffered some damage after an eastbound driver on the REL had a medical issue, lost control of the vehicle and crashed through all the slip ramp gates. Due to the extent of the damage we had to use a truck to block the entry during times of closure. The new gates have arrived, and repairs are scheduled for next week.

Mr. Slater announced a traffic change on Harbor Island. Currently, southbound Meridian at Channelside has one lane for left turns, one lane through traffic to Harbor Island (Beneficial Dr.) and one for right turn only onto Channelside. The reconstruction of Channelside has changed the traffic patterns at the intersection of Channelside and Meridian, resulting in an opportunity to change the right turn only lane to a combination through lane to Harbor Island and right turn onto Channelside. The result – Harbor Island will have two lanes that can be used from Meridian. THEA will be making this change soon.

He also announced the upcoming Twiggs Street construction –The City of Tampa will begin the Twiggs St project on Friday. The road, between Meridian and 12<sup>th</sup> St., will be under construction for the next 12 to 18 months. The first segment will close Twiggs St. eastbound for 6 months with no access to Raymond from Twiggs St. including 10 days when Meridian will be reduced to one lane northbound north of Kennedy affecting access to the REL. The second phase closes Twiggs westbound but will allow a left turn from Twiggs into Raymond when driving eastbound on Twiggs, but no exit out of Raymond.

Moving on, Mr. Slater noted that THEA is participating in a Joint Safety Campaign with FTE, CFX, and GMX, with summer safety messages coordinated by all our communications directors.

Mr. Slater congratulated all of Team THEA and the Board for THEA being awarded the **Best in Construction Award** by FTBA, in the Expressway Authority Project of the Year category for the slip ramp project. This project was completed with The Middlesex Corporation and is a great example of an early solution that came out of the planning study that efficiently went into construction and had a great team approach throughout.

He then thanked the Board for all their work and support during the budget process and pointed to a stat sheet noting many of THEAs accomplishments from the FY2024 budget. He announced that over the next fiscal year, the Board will see:

- The start of the South Selmon Capacity Project
- A full inventory of THEA assets in a modern GIS system
- New asset management and landscape contracts with a higher system performance standard
- Procurements for a new OBOS and RTCS
- Outsourced payroll

- Fractional HR resources
- Business continuity plans
- Advanced cybersecurity systems and training programs
- New video wall for tomorrow's operations
- Plans for US 301 and the initial community outreach, our underpasses, and real estate assets.

Finally, Mr. Slater introduced and welcomed three new interns to the Team.

**Corah Price** – is a student at Auburn University who will graduate in August with a Bachelor of Software Engineering. Corah is from a military family that is stationed at MacDill.

**Ha Nguyen** – is a student at USF – Judy Genshaft Honors College, and she expects to graduate Spring of 2026 with a Bachelor of Science in Civil Engineering

**William Quinones** – is also a student at USF and is set to graduate next May with a Bachelor of Science in Mechanical Engineering.

All three interns will be with us throughout the summer, and we have many interesting projects for them to work on.

**B. General Counsel – Amy Lettelleir**

Ms. Lettelleir mentioned the Ethics Disclosure Forms that were handed out for signature and requested Board members sign and return them to her.

**C. Chairman – Vincent Cassidy**

**1. Upcoming Meetings**

- Board Workshop – July 8, 2024, *Cancelled*
- Board Meeting – July 22, 2024

**VII. Old Business**

**VIII. New Business**

**IX. Adjournment**

With no further business, the meeting adjourned at 2:11 p.m.

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

Chairman: Vince Cassidy

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

Secretary: Bennet Barrow

**DATED THIS 26TH DAY OF AUGUST 2024.**



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

**June 24, 2024 - 1:30 p.m.**

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

For any person who wishes to address the Board, a sign-up sheet is provided at the Board Room entrance. Presentations are limited to three (3) minutes. When addressing the Board, please state your name and address and speak clearly into the microphone. If distributing backup materials, please furnish ten (10) copies for the Authority Board members and staff. Any person who decides to appeal any decisions of the Authority concerning any matter considered at its meeting or public hearing will need a record of the proceedings and, for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal is to be based.

### **I. Call to Order and Pledge of Allegiance**

### **II. Public Input/Public Presentations**

### **III. Discussion/Action Items**

#### **A. Budget and Finance, Commissioner Cepeda, Committee Chair – Jeff Seward, Director**

##### **1. Budget – Fiscal Year 2025**

Pursuant to Section (3) of FS 189.016, Uniform Special District Accountability Act, THEA is obligated to adopt by Resolution its FY2025 budget.

**Action:** Request Board approval of Resolution No. 675 to adopt the FY2025 Annual Operating, Maintenance, and Administrative Budget.

##### **2. Adoption of the THEA Work Program (FY2025)**

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

**Action:** Request the Board to approve the FY2025 Capital Work Program.

**B. Operations and Engineering, Bennett Barrow, Committee Chair – *Brian Pickard, P.E., Director***

**1. Fiber to DMS Communications Improvement/Wrong-Way-Driving Countermeasures – Contractor Selection**

**Purpose:** To provide all the labor, materials, equipment, and incidentals necessary to upgrade communications to DMS signs along the REL and to construct Wrong-Way-Driving Countermeasures at all exits east of Kennedy Boulevard (10 locations). The Fiber to DMS project was originally advertised last year as a lump sum project. THEA received a single bid that was 70% higher than the Engineer's estimate. To encourage more competition and resolve industry concerns, the project was made into a pay-item project and combined with the Wrong-Way-Driving Countermeasures project.

**Funding:** Capital Budget - \$6,477,756

**Action:** Request the Board to:

- a. Approve the selection of Highway Safety Devices (HSD) to upgrade the communications to REL DMS signs and to construct Wrong-Way-Driving Countermeasures at all exits east of the Kennedy Boulevard off-ramp.
- b. Authorize and direct staff to negotiate a contract with Highway Safety Devices for \$6,477,756. The contract is subject to review and approval of THEA General Counsel.

**2. Webber Infrastructure Management, Selmon Greenway Striping**

**Purpose:** Approval of a task order for Webber Infrastructure Management, to install longitudinal striping, bollards, and ADA Ramp improvements on the Selmon Greenway from Riverwalk to 19<sup>th</sup> Street. THEA originally advertised this project to all Contractors and received zero bids. THEA then asked Webber to provide a quote for the same work with a minor change in paint type for the symbols.

**Funding: Capital** - \$146,718

**Action:** Request the Board to authorize the Executive Director to sign a task order with Webber Infrastructure Management, to install longitudinal striping, bollards, and ADA improvements from Riverwalk to 19<sup>th</sup> Street for \$146,718.

**3. CEI Services for Selmon Greenway Striping from the Riverwalk to 19<sup>th</sup> Street – Consor**

**Purpose:** To procure the services of a CEI consultant to perform field engineering and testing for the contract work called for in the Selmon Greenway Striping Project to be completed by Webber from the Riverwalk to 19<sup>th</sup> Street. Negotiations were conducted and finalized with Consor Engineering selected previously (August 26, 2019, Board meeting) for task-driven contracts for minor design and CEI projects.



**Funding:** Capital Budget - \$117,244

**Action:** Request the Board to authorize the Executive Director to execute a task order with Consor Engineering for \$117,244 to provide CEI services for the Selmon Greenway Striping Project from Riverwalk to 19<sup>th</sup> Street.

**4. A-Stellar Property Maintenance & Landscaping, Inc. Six-month Contract Extension**

**Purpose:** Approval to extend A-Stellar's contract for six months, from July 1, 2024, through December 31, 2024, to continue the contract requirements for landscape, hardscape, and aesthetic lighting maintenance services at THEA Headquarters, Brandon Parkway Gateway, Meridian Avenue Gateway, and Selmon West Extension. The cost for this extension is \$281,511.

**Funding:** Operations and Maintenance Budget - \$281,511

**Action:** Request the Board to authorize the Executive Director to sign a task order with A-Stellar Property Maintenance & Landscaping, Inc., for \$281,511 to extend their contract to maintain THEA's landscape and hardscape through December 31, 2024.

**5. Drainage Upgrade Design Task Order – KCA**

**Purpose:** To execute a task order with KCA Technologies, Inc. to develop a design and scope for an invitation to bid to procure a contractor to upgrade THEA's open drainage system between 22<sup>nd</sup> Street and I-75. The current system is slow to drain with many areas of standing water and sediment berms preventing proper drainage. This project will restore the open drainage system to its original condition.

KCA Technologies, Inc. was previously selected (May 24, 2021, Board meeting) for task-driven contracts covering general consulting tasks.

**Funding:** Capital Budget \$195,210

**Action:** Request the Board to authorize the Executive Director to sign a task order with KCA Technologies, Inc. for \$195,210 to develop a design and scope for an Invitation to Bid to procure a contractor to upgrade THEA's open drainage system from 22<sup>nd</sup> Street to I-75.

**6. ITS Infrastructure Phased Design-Build Assistance – HNTB**

**Purpose:** To utilize the GEC (HNTB) to assist staff with the procurement of the Phased Design-Build contractor and the CEI team, and to assist in overseeing their work during the design and construction of ITS infrastructure for Selmon West Extension, East Selmon, and REL grounding efforts.

**Funding:** Capital Budget - \$1,950,000

**Action:** Request the Board to authorize the Executive Director to execute a task order with HNTB for assistance in procuring a contractor and CEI, and to

assist in overseeing the design and construction of the ITS infrastructure to be installed on the Selmon West Extension, East Selmon, and grounding efforts on the REL.

#### 7. Pedestrian Safety Upgrades – HNTB

**Purpose:** To utilize the GEC (HNTB) to assist staff with procuring the designer, contractor, and the CEI team, and assist in overseeing their work during the design and construction of the pedestrian safety upgrades on all THEA pedestrian crossings.

**Funding:** Capital Budget - \$105,600

**Action:** Request the Board to authorize the Executive Director to execute a task order with HNTB for \$105,600 to assist in procuring a designer, contractor, and CEI, and to assist in overseeing the design and construction of the pedestrian upgrades at all THEA pedestrian crossings.

#### 8. THEA Headquarters Office Renovation – Contractor Selection

**Purpose:** To provide all the labor, materials, equipment, and incidentals necessary to reconstruct four office areas at the THEA headquarters building to provide office space for new staff in 2025.

**Funding:** Capital Budget – \$227,827

**Action:** Request the Board to:

- a. Approve the selection of the lowest bid from Qualis General Contractors, LLC for \$227,827 to renovate four office spaces at THEA Headquarters.

| Firm                            | Amount       |
|---------------------------------|--------------|
| Qualis General Contractors, LLC | \$227,827.00 |
| Rycon Construction, Inc.        | \$259,497.42 |

- b. Authorize and direct staff to negotiate a contract with the lowest responsible bid firm. If negotiations are unsuccessful, staff will negotiate with the next lowest responsible bid firm. The contract is subject to review and approval of THEA General Counsel.

#### 9. Headquarters Safety Upgrades and East Selmon Roof Replacement Support - HNTB

**Purpose:** To utilize the GEC (HNTB) to assist staff with overseeing the design effort, procuring a contractor, procuring the CEI Team, and overseeing their work during the design and construction of THEA Headquarters safety improvements and the East Toll Plaza roof construction efforts.

**Funding:** Capital Budget - \$236,800

**Action:** Request the Board authorize the Executive Director to execute a task order with HNTB to assist in procuring a contractor and CEI and to assist in overseeing the design and construction of THEA Headquarters safety improvements and the East Toll Plaza roof construction efforts.

#### **10. Whiting Street Improvement Project Design Support – HNTB**

**Purpose:** To utilize the GEC (HNTB) to assist staff with procuring the designer and overseeing the design of the Whiting Street Improvement Project.

**Funding:** Capital Budget - \$880,000

**Action:** Request the Board authorize the Executive Director to execute a task order with HNTB for \$880,000 to assist in procuring a designer and overseeing the design effort for the construction of the Whiting Street Improvement Project.

#### **11. South Selmon Capacity Procurement, Risk Avoidance, and Scope Development Support – HNTB**

**Purpose:** To utilize GEC (HNTB) to assist THEA staff in managing the South Selmon Capacity Project procurement and completion of Risk Avoidance. This task covers the anticipated costs for HNTB's assistance to the Notice to Proceed date which will encompass all of FY25 and part of FY26. The Board previously authorized a task with the GEC for this effort through FY24.

**Funding:** Capital Budget - \$2,600,000

**Action:** Request the Board to authorize the Executive Director to sign a task order with HNTB to provide GEC support for procurement of the South Selmon Capacity Project for \$2,600,000 which encompasses all of FY25 and part of FY26.

#### **12. Change Order to Contract No. 0-0523 with CW Roberts Contracting, Inc.**

**Purpose:** To reimburse CW Roberts Contracting, Inc. for contract adjustments related to fuel and bituminous, spread rate, and material quality totaling \$776,180. This revises the contract value to \$8,879,180, which is 12.6% above the original contract amount.

**Funding:** Capital Budget - \$776,180

**Action:** Request the Board to authorize the Executive Director to authorize a purchase order with CW Roberts Contracting, Inc. for contract adjustments related to fuel and bituminous, spread rate, and material quality in the amount of \$776,180.

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

**1. Approval of a \$212,332 task order for TransCore to develop a staging database to support the migration of the legacy THEA Tolls Data to the new Operational Back Office**

**Purpose:** To establish a staging database for THEA’s toll transaction data in preparation for the migration of this data to the new Operational Back Office System (OBOS) that is being procured by THEA. The establishment of the staging database will provide a more seamless, verifiable, and operationally efficient migration of THEA’s data to the new operational back office.

**Funding:** Capital Budget - \$212,332

**Action:** Request the Board to authorize the Executive Director to execute a task order with TransCore for \$212,332 to develop the staging database of THEA toll data in support of the migration to the new operational back office.

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

**1. Approval of Tampa-Hillsborough County Expressway Authority Interlocal Agreements with Florida Tax Collector Offices**

**Purpose:** To allow customers to pay THEA tolls to the Tax Collector offices listed below for the release of registration holds and to provide the procedures for remittance and reporting between the parties.

- |                 |              |
|-----------------|--------------|
| 1. Brevard      | 6. Pasco     |
| 2. Charlotte    | 7. Pinellas  |
| 3. Citrus       | 8. Sumter    |
| 4. Hernando     | 9. St. Lucie |
| 5. Indian River | 10. Walton   |

**Action:** Authorize THEA’s Chairman to execute Interlocal Agreements with the stated Florida Tax Collector Offices.

**2. Fiscal Year 2025 Commercial Property Insurance, and Crime Insurance**

**Purpose:** To obtain Commercial Property, and Crime Insurance Coverage for FY2025.

**Funding:** Operating Budget - \$1,004,907

**Action:** Authorization to bind Commercial Property and Crime Insurance Coverage for FY2025.

**IV. Consent Agenda**

**A. Approval of the Minutes from the April 22, 2024, Board Meeting and the May 6, 2024, Workshop**

## **B. Approval of Ongoing Capital Project Task Work Orders – FY25**

1. LIDAR and ArcGIS Updates, HNTB, \$200,000
2. SWE Inspection Support, HNTB, \$150,000
3. Incident Management Implementation, HNTB, \$90,000
4. East Selmon Paving Support, HNTB, \$225,000
5. ACCS Implementation Support, HNTB \$100,000
6. Asset Management Inventory and Development Support, HNTB, \$860,000
7. South Selmon Capacity Geotechnical Support, HNTB, \$200,000
8. South Selmon Capacity Tolls Support, HNTB, \$100,000
9. South Selmon Capacity Drainage, Permits, and Cross Slope Support, Consor, \$195,938
10. South Selmon Capacity Survey and Utility Support, HNTB, \$530,000
11. US 301 Preliminary PD&E Services - Stakeholder & Community Engagement & Speakers Bureau Program, WSP, \$279,000
12. KPI Tool Development & Tracking, WSP, \$110,000
13. US 301 Economic Study & Analysis, CUTR, \$175,000
14. Emerging Technology & Commsignia RSU Integration, HNTB, \$150,000
15. Road User Safety Technology, HNTB, \$200,000
16. Intelligent Decision Support System & Data Management, HNTB, \$250,000
17. MultiModal ITS (MMITSS) Project Support Services, HNTB, \$76,000
18. Implementable Data-Driven Pedestrian Safety, HNTB, \$75,000
19. Resiliency & Sustainability, HNTB, \$100,000
20. Vulnerable Road User (VRU) Project Support Services, HNTB, \$125,000
21. Emerging Technology THEA System Evaluation & Solution Concepts, MITRE, \$150,000
22. Roadside Toll Collection System Support, HNTB, 195,000
23. Operational Back Office System Support, HNTB, \$320,000
24. US 301 Preliminary PD&E Services - Stakeholder Listening and Data Collection - Vistra Communications, \$115,350

## **V. Executive Reports**

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

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

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

### **C. Chairman – *Vincent Cassidy***

#### **1. Upcoming Meetings**

- Board Workshop – July 8, 2024
- Board Meeting – July 22, 2024

## **VII. Old Business**

## **VIII. New Business**

## **IX. Adjournment**

### III. A. 1. FY2025 Budget Approval

## **RESOLUTION NO. 675**

**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, 2024 AND ENDING ON JUNE 30, 2025 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 Amended 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 2025 Budget Resolution of the Tampa-Hillsborough County Expressway Authority. Said Fiscal Year 2025 budget is summarized in the attachment hereto, labeled as “Exhibit A-1”. Said Fiscal Year 2025 budget is fully detailed in the Fiscal Year 2025 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 2025 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 24, 2024.

TAMPA-HILLSBOROUGH COUNTY  
EXPRESSWAY AUTHORITY

By: \_\_\_\_\_  
Vincent J. Cassidy  
Chairman

ATTEST:

By: \_\_\_\_\_  
John Weatherford  
Secretary

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

\_\_\_\_\_  
Amy E. Lettelleir, Esquire  
General Counsel



**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                                                 | FY2025<br>Adopted<br>Budget | FY2024<br>Adopted<br>Budget |
|---------------------------------------------------------------------------------|-----------------------------|-----------------------------|
| <b>Fiscal Year Revenue and Operating Expenditure Summary</b>                    |                             |                             |
| <b>Revenue</b>                                                                  |                             |                             |
| Toll Revenues                                                                   | \$130,800,000               | \$126,826,000               |
| Other Revenues                                                                  | 845,914                     | 847,492                     |
| Investment/Interest Income                                                      | 12,000,000                  | 3,000,000                   |
| <b>Total Fiscal Year Revenues</b>                                               | <b>\$143,645,914</b>        | <b>\$130,673,492</b>        |
| <b>Expenditure</b>                                                              |                             |                             |
| Toll Operations                                                                 | \$11,816,158                | \$11,086,372                |
| Maintenance                                                                     | 8,002,800                   | 6,376,250                   |
| Communications                                                                  | 640,950                     | 620,000                     |
| General Counsel/HR/Procurement*                                                 | 220,000                     | 0                           |
| Planning and Innovation*                                                        | 855,000                     | 0                           |
| Administration – Personnel                                                      | 6,296,414                   | 5,432,824                   |
| Administration – Professional Services                                          | 1,884,940                   | 1,861,500                   |
| Administration – General                                                        | 529,400                     | 1,307,094                   |
| Information Technology                                                          | 1,139,955                   | 889,812                     |
| <b>Total Fiscal Year Expenditures</b>                                           | <b>\$31,385,617</b>         | <b>\$27,573,852</b>         |
| <b>Total Debt Service – Principal and Interest</b>                              | <b>\$37,764,504</b>         | <b>\$37,926,357</b>         |
| <i>Debt Service Ratio =&gt;1.30 (1.50) (estimated; determined at YE)</i>        | 2.97                        | 2.72                        |
| <b>Net Available for Future System Projects/Work Program (Rev-Exp &amp; DS)</b> | <b>\$74,495,793</b>         | <b>\$65,173,283</b>         |

|                                                                  | FY2025<br>Adopted<br>Budget | FY2024<br>Adopted<br>Budget |
|------------------------------------------------------------------|-----------------------------|-----------------------------|
| <b>Fiscal Year Capital Expenditure Summary</b>                   |                             |                             |
| <b>Expenditure</b>                                               |                             |                             |
| Preservation (Replacement & Renewal) (expensed; not capitalized) | \$17,040,000                | \$33,423,004                |
| Enhancement/Capacity                                             | 85,544,000                  | 103,330,952                 |
| <b>Total Fiscal Year Capital Expenditures</b>                    | <b>\$102,584,000</b>        | <b>\$136,753,956</b>        |

\* Note: the expenditures associated with General Counsel/HR/Procurement and Planning and Innovation, in FY2024, were budgeted in Professional Services. For FY2025, both functions became new budgeted business units.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                               | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|---------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Toll Operations</b>                                        |                                      |                                      |
| <b>Toll Collections</b>                                       |                                      |                                      |
| FTE SunPass Transaction Process Fees (Prepaid Accounts)       | \$1,139,544                          | \$1,079,568                          |
| FTE SunPass Transaction Process Fees (Postpaid Accounts)      | 2,795,826                            | 2,543,663                            |
| FTE Transponder Costs                                         | 2,590,160                            | 2,587,181                            |
| FTE Sunpass Credit Card Fees                                  | 349,829                              | 119,400                              |
| FTE Back-Office System Costs                                  | 679,354                              | 870,264                              |
| Managed Services for Image Review (TBP)                       | 1,900,000                            | 1,900,000                            |
| Toll Delinquency Services                                     | 3,000                                | 3,000                                |
| Other Professional Services – Toll Collections (GTC)          | 930,000                              | 600,000                              |
| Operational Support of Selmon Discount Program                | 65,000                               | 85,000                               |
| <b>Total Toll Collections Expenditures</b>                    | <b>\$10,452,713</b>                  | <b>\$9,788,076</b>                   |
| <b>Toll System Maintenance and Support</b>                    |                                      |                                      |
| Manual Image Review Application                               | \$50,000                             | \$50,000                             |
| Solar Panels                                                  | 500                                  | 1,000                                |
| Solar Panel System Maintenance                                | 5,000                                | 10,000                               |
| <b>Total Toll System Maintenance and Support Expenditures</b> | <b>\$55,500</b>                      | <b>\$61,000</b>                      |
| <b>Other Toll Operations Expenses</b>                         |                                      |                                      |
| Open Road Tolling (ORT) In-Lane IT Maintenance & Support      | \$1,203,345                          | \$1,168,296                          |
| Open Road Tolling (ORT) In-Lane IT Spare Parts                | 20,000                               | 45,000                               |
| Tolling Cabinet A/C Maintenance                               | 12,000                               | 12,000                               |
| Generator                                                     | 2,500                                | 12,000                               |
| Interoperability and Tax Collector Project Support*           | 70,100                               | 0                                    |
| <b>Total Other Toll Operations Expenditures</b>               | <b>\$1,307,945</b>                   | <b>\$1,237,296</b>                   |
| <b>Total Toll Operations Expenditures</b>                     | <b>\$11,816,158</b>                  | <b>\$11,086,372</b>                  |

\*The expenditures associated with Interoperability and Tax Collector Project Support, in FY2025, are new activities.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                                               | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|-------------------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Maintenance</b>                                                            |                                      |                                      |
| <b>Roadway, Facilities, Maintenance Support Services</b>                      |                                      |                                      |
| Roadway Maintenance                                                           | \$3220,000                           | \$2,250,000                          |
| Consultant – Roadway Maintenance                                              | 190,000                              | 189,000                              |
| East & West Building Maintenance                                              | 30,000                               | 30,000                               |
| Utilities Operations and Maintenance                                          | 510,000                              | 440,000                              |
| Generator Fuel                                                                | 5,000                                | 5,000                                |
| Road Ranger                                                                   | 235,000                              | 214,000                              |
| Roadway/Facility Maintenance Miscellaneous                                    | 320,000                              | 270,750                              |
| Consultant – Environmental Monitoring and Maintenance                         | 43,000                               | 41,000                               |
| Consultant – Permitting                                                       | 103,000                              | 93,000                               |
| GEC Operations Programmatic Support and Development                           | 79,300                               | 897,000                              |
| <b>Total Roadway, Facilities, Maintenance Support Services Expenditures</b>   | <b>\$4,735,300</b>                   | <b>\$4,429,750</b>                   |
| <b>Landscape/Hardscape Brandon Parkway &amp; Meridian</b>                     |                                      |                                      |
| Landscape Maintenance Provider                                                | \$730,000                            | \$620,000                            |
| Consultant – GIS*                                                             | 0                                    | 100,000                              |
| Miscellaneous Landscape/Hardscape                                             | 120,000                              | 77,000                               |
| <b>Total Landscape/Hardscape Brandon Parkway &amp; Meridian Expenditures</b>  | <b>\$850,000</b>                     | <b>\$797,000</b>                     |
| <b>Intelligent Transportation System (ITS) &amp; Other Expenditures</b>       |                                      |                                      |
| ITS Maintenance and Service Provider (Internal Facility) **                   | \$0                                  | \$92,500                             |
| ITS Network Consulting Support (External Facility)                            | 500,000                              | 105,000                              |
| Spare Parts/Tools/ITS Equipment                                               | 70,000                               | 70,000                               |
| Consultant – ITS Maintenance Support                                          | 80,000                               | 77,000                               |
| Fleet Operation Costs – Fuel, Maintenance                                     | 15,000                               | 15,000                               |
| Uniforms, safety vests, etc.                                                  | 0                                    | 1,000                                |
| Miscellaneous ITS Maintenance                                                 | 13,000                               | 13,000                               |
| AVI Video Wall – Service and Parts                                            | 5,000                                | 20,000                               |
| ITS - Disaster Recovery                                                       | 13,000                               | 13,000                               |
| <b>Total Intelligent Transportation System (ITS) &amp; Other Expenditures</b> | <b>\$696,000</b>                     | <b>\$406,500</b>                     |
| <b>Bridge Inspection</b>                                                      | <b>\$920,000</b>                     | <b>\$743,000</b>                     |
| <b>GEC Work Program Support***</b>                                            | <b>\$701,500</b>                     | <b>0</b>                             |
| <b>GEC Support – Toll Operations***</b>                                       | <b>\$100,000</b>                     | <b>0</b>                             |
| <b>Total Maintenance Expenditures</b>                                         | <b>\$8,002,800</b>                   | <b>\$6,376,250</b>                   |

\*The expenditures associated with Consultant - GIS, in FY2025, were moved to the Capital budget.

\*\* The expenditures associated with ITS Maintenance and Service Provider (Internal Facility), in FY2025, were moved to the Information Technology budget.

\*\*\* The expenditures associated with GEC Work Program Support and GEC Support – Toll Operations, in FY2024, were in the Professional Services budget.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                    | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|----------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Information Technology</b>                      |                                      |                                      |
| Enterprise-Wide Software Licensing                 | \$285,775                            | \$165,000                            |
| ITS Equipment Monitoring/Maintenance               | 60,000                               | 60,000                               |
| Operations Network – ITS Support                   | 35,612                               | 22,464                               |
| Enterprise-Wide Telephone/Communications           | 85,000                               | 63,000                               |
| IT Equipment and Expenses                          | 95,000                               | 70,200                               |
| Cybersecurity Management                           | 125,000                              | 77,500                               |
| Toll Operations IT Support*                        | 0                                    | 7,000                                |
| IT Equipment Maintenance                           | 3,300                                | \$3,000                              |
| IT Disaster Recovery Management                    | 55,000                               | \$35,000                             |
| Finance IT Support Services                        | 10,000                               | \$16,380                             |
| IT Support Services – Monitoring                   | 23,587                               | 23,587                               |
| IT Support Services – IT Help Desk                 | 184,000                              | 184,000                              |
| IT Support Services – Network Engineer             | 42,681                               | 42,681                               |
| IT Temporary Staffing Support                      | 135,000                              | 120,000                              |
| <b>Total Information Technology - Expenditures</b> | <b>\$1,139,955</b>                   | <b>\$889,812</b>                     |

\*The expenditures associated with Toll Operations IT Support, in FY2025, were eliminated from the OM&A budget.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                          | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Communications</b>                    |                                      |                                      |
| Communication Services                   | \$275,000                            | \$375,000                            |
| Print/Video/Digital                      | 120,000                              | 50,000                               |
| Website Services*                        | 0                                    | 15,000                               |
| Memberships                              | 125,950                              | 100,000                              |
| Special Events/Sponsorships              | 80,000                               | 80,000                               |
| Miscellaneous                            | 40,000                               | 0                                    |
| <b>Total Communications Expenditures</b> | <b>\$640,950</b>                     | <b>\$620,000</b>                     |

\*The expenditures associated with Website Services, in FY2025, were combined into the Print/Video/Digital line item.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                          | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|----------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>General Counsel/HR/Procurement*</b>                   |                                      |                                      |
| General Legal Support Services                           | \$60,000                             | \$60,000                             |
| Cyber-security and Litigation Legal Support Services**   | 35,000                               | 0                                    |
| HR Support and Consulting Services**                     | 125,000                              | 0                                    |
| <b>Total General Counsel/HR/Procurement Expenditures</b> | <b>\$220,000</b>                     | <b>\$60,000</b>                      |

*\*General Counsel/HR/Procurement*, for FY2025, is a new budgeted business unit. Prior year expenses were budgeted in Professional Services.

*\*\**The expenditures associated with Cyber-security and Litigation Legal Support Services, and HR Support and Consulting Services, in FY2025, are new activities.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                      | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Planning and Innovation*</b>                      |                                      |                                      |
| Transportation Planning -Agency Collaboration        | \$50,000                             | \$0                                  |
| Transportation Planning – Modeling                   | 50,000                               | 0                                    |
| Transportation Planning – Tolling Support            | 50,000                               | 0                                    |
| Transportation Planning – Data Collection            | 150,000                              | 0                                    |
| GIS Program Support                                  | 100,000                              | 0                                    |
| Data Analytics – Program Support                     | 100,000                              | 0                                    |
| Grant Pursuits                                       | 130,000                              | 0                                    |
| Resiliency and Sustainability Studies and Support    | 75,000                               | 0                                    |
| Strategic Planning/Key Performance Indicator Support | 150,000                              | 0                                    |
| <b>Total Planning and Innovation Expenditures</b>    | <b>\$855,000</b>                     | <b>\$0</b>                           |

\*The expenditures associated with Planning and Innovation, in FY2024, were embedded in other administrative and professional service line items. Due to the broad scope of planning functions, all expenditures were centralized under a new Planning and Innovation business unit.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                      | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Administration – Personnel</b>                    |                                      |                                      |
| <b>Salaries and Taxes</b>                            |                                      |                                      |
| Salaries                                             | \$4,244,727                          | \$3,773,187                          |
| Social Security                                      | 245,548                              | 216,859                              |
| Medicare                                             | 63,577                               | 56,512                               |
| <b>Total Salaries and Taxes Expenditures</b>         | <b>\$4,553,852</b>                   | <b>\$4,046,558</b>                   |
| <b>Benefits</b>                                      |                                      |                                      |
| Auto Allowance                                       | \$6,000                              | \$6,000                              |
| FRS Retirement                                       | 906,530                              | 855,199                              |
| Health Insurance                                     | 852,124                              | 673,097                              |
| Life & AFLAC Insurance                               | 28,442                               | 28,265                               |
| Dental Insurance                                     | 32,558                               | 26,230                               |
| Long-Term Disability Insurance                       | 28,889                               | 19,575                               |
| Accrued Leave Expense                                | 200,000                              | 125,000                              |
| Deferred Compensation                                | 133,906                              | 118,250                              |
| Flexible Spending Accounts – Medical                 | 88,875                               | 85,350                               |
| Vision Care                                          | 5,638                                | 5,050                                |
| Other Post-Employment Benefit (OPEB)                 | 9,600                                | 9,250                                |
| Pension Expense*                                     | 500,000                              | 0                                    |
| <b>Total Benefits Expenditures</b>                   | <b>\$2,792,562</b>                   | <b>\$1,951,266</b>                   |
| <b>Transfers to CIP/Work Program - Salaries</b>      | <b>(1,100,000)</b>                   | <b>(615,000)</b>                     |
| <b>Payroll Contingency</b>                           | <b>\$50,000</b>                      | <b>\$50,000</b>                      |
| <b>Total Administration - Personnel Expenditures</b> | <b>\$6,296,414</b>                   | <b>\$5,432,824</b>                   |

\*The expenditures associated with Pension Expense, in FY2024, were not budgeted.



**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                                  | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|------------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Administration – Professional Services</b>                    |                                      |                                      |
| Legislative Liaison                                              | \$307,440                            | \$369,280                            |
| Fiscal Year Financial Audit and Ad Hoc Audits                    | 75,000                               | 60,000                               |
| Financial Advisory Services                                      | 90,000                               | 90,000                               |
| Investment Advisory Services                                     | 135,000                              | 132,720                              |
| Annual SEC Disclosure Services                                   | 2,500                                | 2,500                                |
| Annual Traffic and Revenue (T&R)/Revenue Sufficiency Support*    | 50,000                               | 0                                    |
| Professional Services/Organizational Contingency                 | 150,000                              | 135,000                              |
| General liability, auto, property, worker's comp insurance       | 55,000                               | 50,000                               |
| Rating agency annual fees                                        | 20,000                               | 20,000                               |
| Property insurance – Flood**                                     | 0                                    | 15,750                               |
| Bridge, property, and anti-fraud insurance                       | 1,000,000                            | 703,390                              |
| GEC Support Task #1***                                           | 0                                    | 282,860                              |
| <b>Total Administration – Professional Services Expenditures</b> | <b>\$1,884,940</b>                   | <b>\$1,861,500</b>                   |

\*The expenditures associated with Annual Traffic and Revenue (T&R/Revenue Sufficiency Support), in FY2024, were budgeted as Capital and moved to Operating for FY2025.

\*\*The expenditures associated with Property insurance – Flood, in FY2025, are now budgeted in Bridge, property and anti-fraud insurance.

\*\*\*The expenditures associated with GEC Support Task #1, in FY2025, are now budgeted in Maintenance.

**Tampa-Hillsborough County Expressway Authority (THEA)**  
**Adopted Operating and Capital Budget**  
**Fiscal Year 2024**  
**(July 1, 2024 – June 30, 2025)**

|                                                             | <b>FY2025<br/>Adopted<br/>Budget</b> | <b>FY2024<br/>Amended<br/>Budget</b> |
|-------------------------------------------------------------|--------------------------------------|--------------------------------------|
| <b>Administration – General</b>                             |                                      |                                      |
| Travel/Conferences – Enterprise-wide                        | \$100,000                            | \$100,000                            |
| Advertising/Legal Notices                                   | 1,500                                | 5,000                                |
| TMC Building Expenses                                       | 50,000                               | 45,000                               |
| TMC Utilities                                               | 115,000                              | 90,000                               |
| Janitorial Services                                         | 40,000                               | 34,000                               |
| TMC Inspection and Monitoring - TMC                         | 14,000                               | 12,000                               |
| Furniture and Equipment (under \$5,000)                     | 1,000                                | 550                                  |
| Office Supplies                                             | 8,000                                | 10,000                               |
| Postage/Delivery Charges                                    | 1,500                                | 2,000                                |
| Printing/Publications                                       | 400                                  | 100                                  |
| Equipment leasing                                           | 6,000                                | 5,100                                |
| Dues, Fees and Subscriptions                                | 100,000                              | 121,906                              |
| Special Events/Miscellaneous                                | 42,000                               | 42,000                               |
| Professional Development                                    | 50,000                               | 50,000                               |
| Misc. Expenses reprogrammed (property insurance, auto, GL)* | 0                                    | 789,438                              |
| <b>Total Administration – General Expenditures</b>          | <b>\$529,400</b>                     | <b>\$1,307,094</b>                   |

\*The expenditures associated with Misc. Expenses reprogrammed, in FY2025, are budgeted in Administration-Professional Services.

### III. B. 2. Selmon Greenway Striping - Webber Infrastructure Management



May 06, 2024

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

RE: C/O Proposal – Greenway Longitudinal Striping and Signage

Brian:

Please accept this proposal for Greenway Longitudinal Striping and Signage.

Work will consist of additional pavement marking and signage along the Selmon Greenway Trail (19th St to Ashley Dr). Also includes the installation of bollards and ada ramp construction. Furnish and install preform thermo Selmon logo markings, edge line striping and additional Selmon logo signage and bollards. Plans and Locations are pre-determined by the Expressway Authority. Work will be done by sub-contractor. Does not include getting any permits if required to perform the work.

The work will be accomplished per THEA request at a F/I lump sum rate of \$ 146,718.00.

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

Thanks,

A handwritten signature in blue ink, appearing to read "Scott Chase", with a stylized, flowing script.

Scott Chase  
Project Manager



# Professional Highway Maintenance, Inc.

EC 0002063

ES 0000300

7250 - 61st Street North • Pinellas Park, Florida 33781-4119

Phone (727) 545-7978 • Fax (727) 545-4559

Licensed • Insured • Bonded

## Estimate

| Name / Address                                                                              |                                                             |     |      | Date         | Estimate #         |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----|------|--------------|--------------------|
| Webber Infrastructure Management Inc<br>210 S Brevard Ave<br>Tampa, FL 33606<br>Scott Chase |                                                             |     |      | 5/3/2024     | 4502               |
| Item                                                                                        | Description                                                 | Qty | U/M  | Unit         | Total              |
|                                                                                             | Bollards<br>Project # HI-0051-C-36<br>Selmon Greenway Trail |     |      |              |                    |
| 0101 1                                                                                      | Mobilization                                                | 1   | LS   | 1,800.00     | 1,800.00           |
| 0102 1                                                                                      | Maintenance of Traffic                                      | 1   | day  | 8,400.00     | 8,400.00           |
| 0110 4 10                                                                                   | Removal of Existing concrete                                | 24  |      | 55.10        | 1,322.40           |
| 0522 1                                                                                      | Sidewalk Conc (4" Thick)                                    | 24  | SY   | 130.15       | 3,123.60           |
| 0519 78                                                                                     | Bollards                                                    | 15  | Each | 1,485.20     | 22,278.00          |
| Please sign, date and return if you wish to use PHM as your electrical contractor. _____    |                                                             |     |      | <b>Total</b> | <b>\$36,924.00</b> |

|                                                                                                                                                                    |  |                                                                        |                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------|-----------------------------------------------|
| <b>Proposal For</b><br><b>Ferrovial Services</b><br>210 S. Brevard Ave.<br>TAMPA, FL 33606-<br><br>Attn: SCOTT CHASE<br>Phone: 813-980-0586      Fax: 813-987-2945 |  | <b>Date</b><br>Friday, 12 April, 2024                                  | <b>Proposal Number</b><br><b>THEAGREENWAY</b> |
|                                                                                                                                                                    |  | <b>Bid Location</b><br>TAMPA SELMON GREENWAY SIGNS & PAVEMENT MARKINGS |                                               |
|                                                                                                                                                                    |  | <b>AKCA Authorized Signature</b><br><br><br><br>                       |                                               |

[illegible]

**We Propose:** hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:

**\$96,456.00**

**Payment:** All payment must be made as follows: **Net 30 Days Pending Credit Approval**

| Code                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Quantity | U.M. | Unit Cost | Amount |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------|-----------|--------|
| <b>Notes:</b>         | <ul style="list-style-type: none"> <li>All material is guaranteed to be as specified.</li> <li>All work to be completed in a workmanlike manner according to standard practices.</li> <li>Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.</li> <li>All agreements contingent upon strikes, accidents or delays beyond our control.</li> <li>Owner to carry fire, and other necessary insurance.</li> <li>Our workers are fully covered by Workman's Compensation Insurance.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |          |      |           |        |
| <b>Contingencies:</b> | <ol style="list-style-type: none"> <li>All MOT to be provided by the Prime Contractor for all striping, signage installation &amp; testing.</li> <li>MOT required to be provided by Striping Contractor will carry an additional charge to be determined by MOT devices and crew requirements.</li> <li>Lump Sum MOT traffic shifting is based on ____ mobilization(s). Additional mobilizations will carry a charge of \$1,600.00 per crew, per shift.</li> <li>NO Off Duty Officers are included in the quote.</li> <li>Paint pricing is based on not more than __6__ daily mobilizations for a paint crew. Additional mobilizations are \$1,600.00 ea. day.</li> <li>Painted Pavement Marking pricing is based on (1) paint crew per shift. Additional paint crews required will carry an additional charge of \$1,600.00 per shift, per additional crew.</li> <li>Bond rate is __1__%.</li> <li>There is a minimum additional charge of for working non-work regulated days, such as Friday evening, Saturday evening, Sunday or Holidays.</li> <li>A minimum asphalt cure time of __14__ days is required prior to thermoplastic installation. Thermoplastic installation will not begin until all concrete and paving operations have been completed. Striping Contractor will require ____ normal work days for the thermoplastic installation. Striping Contractor will not be responsible for any charges or penalties resulting from insufficient contract days provided for this portion of the work. Thermoplastic will be considered the controlling item of work during its application and shall dictate allowable weather days.</li> <li>Thermoplastic reflectivity readings will be taken 10-14 after the thermoplastic installation is completed. Allow __5__ contract days for reflectivity readings and reporting. Striping Contractor will not be responsible for any charges or penalties resulting from insufficient contract days provided for this portion of the work.</li> <li>Any "Late Delivery" charges or penalties will be equally shared by all parties involved in the work since the beginning of the project as if the first day of the contract were just as important as the last day of the contract. Any "Early Completion" bonus will be shared on a pro rata share with subcontractor.</li> <li>Thermoplastic installation pricing is based on (1) hand work crew and (1) longline crew. Additional crew requests to meet contract deadlines will be an additional charge. The additional charge will be determined based on number of additional crews requested and number of mobilizations.</li> <li>Pavement marking removal by water blasting will be \$1.75 p.s.f. with a minimum charge of per shift per crew. Pavement marking removal by grinding will be \$1.75 p.s.f. with a minimum charge of per shift per crew.</li> <li>All notes must be included in the contract upon execution and will nullify any contradicting terms and conditions within the Prime Contractors agreement.</li> <li>Waterblasting or grinding is the method Akca inc will use to correct incorrect striping. Akca Inc. Is not responsible for any milling or resurfacing due to incorrect striping.</li> </ol> <p>* Bid quantities are approximate and will be invoiced per actual quantities installed.</p> |          |      |           |        |
| <b>Acceptance:</b>    | The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |          |      |           |        |
| Signed Date:          | Signature: _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |          |      |           |        |

### III. B. 3. CEI Services for Selmon Greenway Striping - Consor



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

**1.0 PURPOSE:**

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

**2.0 SCOPE:**

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

The project for which the services are required is:

|                  |                                                 |
|------------------|-------------------------------------------------|
| Description:     | CEI for Greenway Thermoplastic Striping Project |
| County:          | Hillsborough County                             |
| THEA Project No. | O-0224                                          |

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

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

The general Scope of Work for the Construction project consists of, but is not limited to: providing all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary for applying green thermoplastic striping on each side of the Selmon Greenway Trail, addition of wayfinding signage, multi colored route shields with the Selmon Greenway logo, installation of bollards at select locations, and repair of a short concrete section of the Greenway Trail from the Tampa Riverwalk to N. 19th Street in downtown Tampa (a distance of approximately 1.664 miles). This shall be a Pay Item project.

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

**3.0 LENGTH OF SERVICE:**

The CEI services for the Greenway Thermoplastic Striping Project shall begin upon written notification to proceed by THEA.

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

the duration of the project, coordinate closely with THEA and the Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of fifteen (15) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed, estimated fifteen (17) weather days and thirty (30) calendar days to demobilize and develop the final estimate after final acceptance, for a total of 180 days.

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

| THEA Greenway<br>Thermoplastic Striping<br>Project Construction<br>Contract |                    |
|-----------------------------------------------------------------------------|--------------------|
| THEA<br>Contract #                                                          | Duration<br>(Days) |
| O- 0224                                                                     | 118                |

#### 4.0 **DEFINITIONS:**

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

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

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

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

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

### **6.1 Department Documents:**

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are

available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired on-line at the Department's website.

Florida Department of Transportation  
Maps and Publication Sales  
605 Suwannee Street, MS 12  
Tallahassee, Florida 32399-0450  
Telephone No. (850) 414-4050  
<http://www.dot.state.fl.us/construction/>

**6.2 Office Automation:**

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

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

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

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

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

**6.4 Vehicles:**

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

**6.5 Field Equipment:**

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

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

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

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

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

**6.6     Licensing for Equipment Operations:**

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

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

**7.0     LIAISON RESPONSIBILITY OF THE CONSULTANT:**

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

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

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

**8.0     PERFORMANCE OF THE CONSULTANT:**

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

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

**9.0     REQUIREMENTS OF THE CONSULTANT:**

**9.1     General:**

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

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

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

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

**9.3     On-site Inspection:**

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

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

**9.4     Sampling and Testing:**

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

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

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

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

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

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

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

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

## **9.5 Engineering Services:**

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

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

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

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

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

## **10.0 PERSONNEL:**

### **10.1 General Requirements:**

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

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



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

**10.2 Personnel Qualifications:**

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

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

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

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

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

**QUALIFICATIONS:**

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

**CERTIFICATIONS:** FDOT Advanced MOT

**OTHER:**

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

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

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

**QUALIFICATIONS:**

CTQP Final Estimates Level II

**CERTIFICATIONS:** FDOT Advanced MOT

**OTHER:**

Attend CTQP Quality Control Manager Course and pass the examination.

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

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

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

**CEL ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER** –

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

**QUALIFICATIONS:**

CTQP Final Estimates Level II

**CERTIFICATIONS:** FDOT Intermediate MOT

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

**QUALIFICATIONS:**

CTQP Final Estimates Level II

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

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

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

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

**QUALIFICATIONS:**

CTQP Concrete Field Technician Level I

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

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

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

CTQP Grouting Technician Level I

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

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

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

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

**QUALIFICATIONS:**

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

**CERTIFICATIONS:**

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

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

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

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

**QUALIFICATIONS:**

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

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

**OTHER:**

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

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

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

**QUALIFICATIONS:**

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

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

**QUALIFICATIONS:**

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

**CERTIFICATIONS:**

IMSA Fiber Optics for ITS Level I (or equivalent)

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

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

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

### **10.3 Staffing:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Detail the methods used to control subconsultant and vendor quality.

**E. Quality Assurance Certification:**

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

**11.2 Quality Assurance Reviews:**

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

**11.3 Quality Records:**

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

**12.0 CERTIFICATION OF FINAL ESTIMATES:**

**12.1 Final Estimate Submittal:**

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

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

**12.2 Certification:**

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

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

**12.3 Offer of Final Payment:**

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

### **13.0 AGREEMENT MANAGEMENT:**

#### **13.1 General:**

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

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

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

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

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

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

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

### **14.0 OTHER SERVICES:**

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

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



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



**Staffing Estimate**  
 CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR Greenway Striping Project  
 THEA PROJECT No. O-0224

| Personnel Classifications         | Billing Rate With OM | Firm | P/C 1<br>May-24 | C 2<br>Jun-24 | C 3<br>Jul-24 | C 3<br>Jul-24 | C 4<br>Aug-24 | T 5<br>Sep-24 | Total Staff-Months | Straight Time Staff Hours | Overtime Staff Hours | Total Staff Hours | Total Costs  | Premium OT @ 10% | Total Compensation |
|-----------------------------------|----------------------|------|-----------------|---------------|---------------|---------------|---------------|---------------|--------------------|---------------------------|----------------------|-------------------|--------------|------------------|--------------------|
|                                   | With Expenses        |      |                 |               |               |               |               |               |                    |                           |                      |                   |              |                  |                    |
| Senior Project Engineer           | \$273.82             | CON  | 0.05            | 0.05          | 0.05          | 0.05          | 0.05          | 0.05          | 0.30               | 50                        |                      | 50                | \$13,554.09  |                  | \$13,554.09        |
| Project Administrator             | \$167.31             | CON  | 0.10            | 0.20          | 0.20          | 0.20          | 0.20          | 0.10          | 1.00               | 165                       |                      | 165               | \$27,606.15  |                  | \$27,606.15        |
| Contract Support Specialist       | \$115.04             | CON  | 0.10            | 0.10          | 0.10          | 0.10          | 0.10          | 0.20          | 0.70               | 116                       |                      | 116               | \$13,287.12  |                  | \$13,287.12        |
| Senior Inspector                  | \$116.52             | CON  | 0.10            | 0.25          | 0.25          | 0.25          | 0.25          | 0.10          | 1.20               | 198                       | 20                   | 218               | \$25,378.06  |                  | \$25,378.06        |
| Inspector                         | \$68.72              | CON  |                 | 0.75          | 0.75          | 0.75          | 0.75          |               | 3.00               | 495                       | 50                   | 545               | \$37,418.04  |                  | \$37,418.04        |
| <b>Total Staff Months / Hours</b> |                      |      |                 |               |               |               |               |               |                    | 1023                      | 69.3                 | 1092.3            | \$117,243.46 |                  | \$117,243.46       |

Legend P = Preconstruction C = Construction T = Post Construction

III. B. 4. A-Stellar Property Maintenance & Landscaping - Six month Contract Extension

A-Stellar Property Maintenance & Landscaping, Inc.  
5300 70<sup>th</sup> Ave. N  
Pinellas Park, FL 33781

RE: Letter for request of additional funding for contract extension/ term 6 months/7-1-24 through 12-31-24

Mr. Brian Pickard,

I am writing this request for the additional funding to extend the existing maintenance contract by 6 months.

To prorate for a 6 month period we would exclude the cost of the mulch. This would fall within the new agreement for next year.

The monthly cost including the original agreement, the SWE and the additional mowing on Meridian would be \$45,361.44, 6 month period total of \$272,168.64 plus and extension on my Bond at \$9,341.90.

That would estimate the total for the 6 month period \$281,510.54 /\$46.918.42 monthly

I thank you for your consideration of this request,

Respectfully,



Matthew Shinn  
President  
A-Stellar Property Maintenance  
& Landscaping, Inc.  
(813)270-9637

### III. B. 5. Drainage Upgrade Design Task Order - KCA

**ATTACHMENT “A”**



**TASK WORK ORDER  
SCOPE OF SERVICES**

**THEA Contract: O-00619D**

**Design Services  
For**

**Drainage Maintenance  
Along the Selmon Expressway  
from 22<sup>nd</sup> Street to Faulkenburg Road**

**Hillsborough County**

**May 22, 2024**

**ATTACHMENT “A”  
TASK WORK ORDER  
SCOPE OF SERVICES**

**TASK WORK ORDER**

**Design Services For  
Drainage Maintenance / Ditch Clearing & Re-grading  
Along the Selmon Expressway  
from 22<sup>nd</sup> Street to Faulkenburg Road  
Hillsborough County**

**I. DESCRIPTION**

The above-described Base Consultant Agreement provides for the issuance of Task Work Orders for miscellaneous design support services relating to specific production projects. This Task Work Order provides for ditch re-grading along WB and EB Selmon Expressway from 22<sup>nd</sup> Street to Faulkenburg Road in Hillsborough County in accordance with applicable provisions of the Base Consultant Agreement, including that Agreement’s Exhibit A (“Scope of Services”), which is incorporated herein by reference.

**II. OBJECTIVES**

The purpose of this Attachment is to describe the Task Work Order scope of work and the responsibilities of the CONSULTANT and the THEA in connection with the design of the above-described production project and the preparation of the complete set of construction contract plans and specifications.

The general objective is for the CONSULTANT to prepare a set of plans and specifications to be used by the construction contractor to build the project and by the THEA to ensure that the project is built as designed and to specifications. Submittals will be limited to Phase IV and Final plans.

This Scope of Services establishes which items of work described in the Base Consultant Agreement Exhibit A, the Plans Preparation Manual and other pertinent THEA manuals are specifically included in this Task Work Order, and also which of the items of work will be the responsibility of the CONSULTANT or the THEA.

All plans and design documents are to be prepared with Standard English values in accordance with all applicable THEA manuals and guidelines and the desires of the THEA as made known to the CONSULTANT. The plans shall be accurate, legible, and complete in design, furnished in reproducible form and shall be complete and suitable for bidding purposes. All final plans and specifications deliverables provided for herein shall support a fully electronic advertisement, bidding and letting process for the construction contract in a manner acceptable to the THEA, including compliance with THEA’s “Processing Guideline for Electronic Projects”. In addition to any required hard copies, the CONSULTANT shall

provide .pdf files for all plans phase submittals. Beginning with the Phase IV submittal, the CONSULTANT shall provide electronic “smart” files. In addition to any required hard-copies, all other documents that require THEA review shall be submitted in an electronic medium acceptable to the THEA Project Manager, including processing through the THEA’s Electronic Review and Comment system (ERC).

### **III. SERVICES**

The CONSULTANT field review the project and become familiar with the existing Selmon Expressway As-Built plans.

The staff-hour estimates and negotiations for this Task Work Order shall follow the numerical hierarchy found in Sections 3 through 34 of the Base Consultant Agreement Exhibit A (Scope of Services). It is not the intent of this Task Work Order Scope of Services to repeat the text of those sections, except where project-specific modifications are necessary.

The CONSULTANT shall be aware that as the project is developed, certain modifications and/or improvements to the original recommendation may be required. The CONSULTANT is to incorporate these refinements into the design and will consider this effort to be an anticipated and integral part of the work. This will not be a basis for any additional fee request(s), Task Work Order(s) or Task Work Order Amendment(s).

The CONSULTANT shall incorporate the following into the design of the assigned project:

The purpose of this project is to make improvements to existing drainage ditches along both westbound (WB) and eastbound (EB) Selmon Expressway from 22<sup>nd</sup> Street to Faulkenburg Road, approximately 7.5 miles. The CONSULTANT will evaluate the existing stormwater pond adjacent to the 22<sup>nd</sup> Street WB on ramp to determine the required clearing and re-shaping of the pond. This project will include typical sections for the ditch re-grading and plan details for unique circumstances such as drainage structure adjustments, protection, utilities, etc. Erosion and sediment controls will also be included in the plans.

#### **A. Roadway (Activities 3 – 5)**

Public Involvement: N/A

Joint Project Agreements: N/A

Value Engineering: N/A

Plan Type: The roadway plans shall be prepared in a Plan format. The plan sheets shall be plotted at a horizontal scale of 1" = 100'. The following plans will be included:

Key Sheet



Signature Sheet  
Typical Sections  
Project Layout  
General Notes  
Plans  
Pond Detail Sheet  
SWPPP  
Erosion Control  
Temporary Traffic Control Notes and Advanced Warning Layout

Limits: WB and EB ditches along Selmon Expressway from 22<sup>nd</sup> Street to Faulkenburg Road. Project Length = 7.5 miles.

Typical Section: Selmon Mainline with Ditch typical sections

Pavement Design: N/A

Access Management Classification: N/A

Transit Route Features: N/A

Major Intersections/Interchanges: N/A

Level of TCP Plans: Level I, General Notes

Temporary Signals: N/A

Temporary Lighting: N/A

Temporary Drainage: N/A

Variations/Exceptions: N/A

Back of Sidewalk Profiles: N/A

B. Drainage (Activity 6)

The existing drainage system consists of an open ditch system. The existing ditches between 22<sup>nd</sup> Street and Faulkenburg road within the Selmon Expressway right of way will be evaluated during a field review. This project will include clearing and grubbing, re-establishing the ditch sideslopes and elevations. The CONSULTANT will evaluate the existing stormwater pond adjacent to the 22<sup>nd</sup> Street WB on ramp to determine the required clearing and re-shaping of the pond. The plans will include SWPPP and Erosion Control Sheets.

## C. Utility Coordination (Activity 7)

The CONSULTANT will coordinate with THEA and subconsultants to obtain existing utility information for design/plan support. If necessary, the CONSULTANT will send a preliminary set of plans to the utilities to obtain the RGB markups. General notes will be included in the plans to use caution when re-grading the roadside ditches.

## D. Environmental Permits (Activity 8) – N/A

Expected permits:

Anticipate being exempt from permitting. Permitting not included as part of this scope.

## E. Structures (Activities 9 – 18) – N/A

## F. Signing and Pavement Markings – N/A

## G. Signals - Non-ITS (Activities 21 and 22) – N/A

## H. Lighting (Activities 23 and 24) – N/A

## I. Landscape Architecture (Activities 25 and 26) – N/A

## J. Survey (Activity 27) – N/A

No survey is proposed. The CONSULTANT will use THEA's LiDAR for the existing topography.

## K. Photogrammetry (Activity 28) – N/A

## L. Mapping (Activity 29) – N/A

## M. Geotechnical (Activity 30) – N/A

## N. Architecture (Activity 31) – N/A

## O. Noise Impact Design Assessment (Activity 32) – N/A

## P. Intelligent Transportation Systems (Activities 33 and 34) – N/A

**IV. GOVERNING PROVISIONS FOR WORK**

The work under this Task Work Order assignment shall be conducted in accordance with the Base Consultant Agreement and any subsequent Amendments.

## **V. THEA RESPONSIBILITIES**

The THEA's responsibilities will be as shown in the Base Consultant Agreement, and any subsequent Amendments, except as modified herein. THEA will provide the CONSULTANT with As-Built plans of the Selmon Expressway from 22<sup>nd</sup> Street to Faulkenburg Road, LiDAR data and any documentation of the flooding at 78<sup>th</sup> Street.

## **VI. GENERAL**

The CONSULTANT shall attend one (1) field review to determine the condition of the existing roadside ditches.

### **A. Meetings**

The CONSULTANT shall attend a kickoff meeting with THEA representatives.

### **B. Consultant's Schedule of Activities**

Within ten (10) days after written authorization to start, the CONSULTANT shall prepare and submit a detailed schedule to THEA. For purposes of scheduling the CONSULTANT shall allow four (4) weeks THEA review time for each submittal. All schedules shall be updated and resubmitted for THEA approval at anytime prior schedules become obsolete.

### **C. Construction Cost Estimates**

The CONSULTANT shall prepare construction cost estimates at the Phase IV and Final submittal.

### **D. Technical Special Provisions/Specification Package**

The CONSULTANT shall prepare and provide a complete electronic Specification Package, including Technical Special Provisions for all items of work. Permits obtained by the THEA and Utility Relocation schedules/utility TSP's will be provided to the CONSULTANT for inclusion. The current Supplemental Specifications and Special Provisions are available on the Internet. Standard Specifications, Supplemental Specifications, or Special Provisions should not be modified unless absolutely necessary to control specific project requirements. Any modifications to these standards must be approved by the District Specification Office, in order to be included in the Project's Specification Package. The Specification Package shall be signed, sealed, and dated in accordance with Chapter 471 or Chapter 481, FS as appropriate.

The completed Specification Package must be initially submitted to THEA by the Phase IV plans submittal. The Specification Package must be submitted for legal review at least 14 days before the Final Plans date. The legal review must be

obtained, comments resolved, and the submittal of the final, signed and sealed Specifications must occur at least 5 days prior to Final Plans Date.

E. Construction Duration

The CONSULTANT shall develop an estimate of construction contract duration based on the guidelines set forth in Chapter 1.2 of the Construction Project Administration Manual (CPAM). This estimate shall be submitted to THEA with the Phase III submittal package.

**VII. SUMMARY OF COMPENSATION**

For a summary of all compensation for this Task Work Order, please refer to the attached Attachment 'B', which is incorporated herein by reference.

**VIII. BEGINNING AND LENGTH OF SERVICES**

The Services requested under this Task Work Order shall commence with receipt of written authorization from the Professional Services Administrator and shall be completed by such time as will support the assigned project's THEA-approved schedule, whichever is earlier. However, this Task Work Order authorization shall remain open until project services are complete.

## ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Lee Roy Selmon Expressway - Ditch Cleaning from W. 22nd St. to Falkenburg Rd.  
 County: Hillsborough County  
 FPN: O-00619D  
 FAP No.: N/A

Consultant Name: Kisinger Campo & Associates  
 Consultant No.:  
 Date: 5/23/2024  
 Estimator: Branan Anderson

| Staff Classification                         | Total Staff Hours From "SH Summary - | Project Manager 3 | Chief Engineer 2 | Senior Engineer 2 | Senior Engineer 1 | Engineer 2  | Engineer 1  | Engineer Intern | Chief Scientist | Scientist | GIS Support |  |  | SH By Activity | Salary Cost By Activity | Average Rate Per Task |
|----------------------------------------------|--------------------------------------|-------------------|------------------|-------------------|-------------------|-------------|-------------|-----------------|-----------------|-----------|-------------|--|--|----------------|-------------------------|-----------------------|
| 3. Project General and Project Common Tasks  | 285                                  | 200               | 14               | 34                | 14                | 14          | 8           | 0               | 0               | 0         | 0           |  |  | 284            | \$72,424                | \$255.01              |
| 5. Roadway Plans                             | 52                                   | 3                 | 3                | 5                 | 10                | 10          | 13          | 10              | 0               | 0         | 0           |  |  | 54             | \$10,794                | \$199.88              |
| 6a. Drainage Analysis                        | 300                                  | 6                 | 15               | 54                | 75                | 60          | 54          | 36              | 0               | 0         | 0           |  |  | 300            | \$63,834                | \$212.78              |
| 6b. Drainage Plans                           | 236                                  | 5                 | 12               | 24                | 47                | 47          | 59          | 41              | 0               | 0         | 0           |  |  | 235            | \$46,819                | \$199.23              |
| 8. Environmental Permits and Env. Clearances | 8                                    | 0                 | 0                | 0                 | 0                 | 0           | 0           | 0               | 3               | 5         | 0           |  |  | 8              | \$1,338                 | \$167.31              |
| <b>Total Staff Hours</b>                     | 881                                  | 214               | 44               | 117               | 146               | 131         | 134         | 87              | 3               | 5         | 0           |  |  | 881            |                         |                       |
| <b>Total Staff Cost</b>                      |                                      | \$55,717.04       | \$12,657.92      | \$29,560.05       | \$35,807.96       | \$28,584.20 | \$20,865.14 | \$10,678.38     | \$698.34        | \$640.10  | \$0.00      |  |  |                | <b>\$195,209.13</b>     | <b>\$221.58</b>       |
|                                              |                                      |                   |                  |                   |                   |             |             |                 |                 |           |             |  |  | Check =        | \$195,209.13            |                       |
| <b>GRAND TOTAL ESTIMATED FEE:</b>            |                                      |                   |                  |                   |                   |             |             |                 |                 |           |             |  |  |                |                         | <b>\$195,209.13</b>   |

| Representing                    |                                                  | Print Name         |             |                  |             | Signature / Date                                                                                                                                                                                                                                             |  |
|---------------------------------|--------------------------------------------------|--------------------|-------------|------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| THEA                            |                                                  | Judith Villegas EI |             |                  |             |                                                                                                                                                                                                                                                              |  |
| KCA                             |                                                  | Branan Anderson PE |             |                  |             |                                                                                                                                                                                                                                                              |  |
| Task No.                        | Task                                             | Units              | No of Units | Hours/ Unit      | Total Hours | Comments                                                                                                                                                                                                                                                     |  |
| 3.1                             | Public Involvement                               |                    |             |                  |             |                                                                                                                                                                                                                                                              |  |
| 3.1.1                           | Community Awareness Plan                         | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.2                           | Notifications                                    | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.3                           | Preparing Mailing Lists                          | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.4                           | Median Modification Letters                      | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.5                           | Driveway Modification Letters                    | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.6                           | Newsletters                                      | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.7                           | Renderings and Fly Throughs                      | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.8                           | PowerPoint Presentation                          | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.9                           | Public Meeting Preparations                      | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.10                          | Public Meeting Attendance/Followup               | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.11                          | Other Agency Meetings                            | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1.12                          | Web Site                                         | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.1 Public Involvement Subtotal |                                                  |                    |             |                  | 0           |                                                                                                                                                                                                                                                              |  |
| 3.2                             | Joint Project Agreements                         | EA                 | 0           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.3                             | Specifications & Estimates                       |                    |             |                  |             |                                                                                                                                                                                                                                                              |  |
| 3.3.1                           | Specifications Package Preparation               | LS                 | 1           | 16               | 16          | Includes prep, 1st submittal following 100% plans, review/respond to comments, address comments and resubmit S+S with Final Plans                                                                                                                            |  |
| 3.3.2                           | Estimated Quantities Report Preparation          | Report             | 0           | Calculated Hours | 0           | N/A                                                                                                                                                                                                                                                          |  |
|                                 |                                                  | Components         | 0           | 0                |             |                                                                                                                                                                                                                                                              |  |
| 3.4                             | Contract Maintenance and Project Documentation   | LS                 | 1           | 48               | 48          | Efforts include maintenance of files, electronic folders and documents - ProjectWise setup, progress reports, schedule, and project submittal documentation<br>Initial set up: 16 hrs<br>Assume 8 months (includes design & construction) @ 4 hours = 32 hrs |  |
| 3.5                             | Value Engineering (Multi-Discipline Team) Review | LS                 | 1           | 0                | 0           | N/A                                                                                                                                                                                                                                                          |  |
| 3.6                             | Prime Consultant Project Manager Meetings        | LS                 | 1           | 15               | 15          | See listing below                                                                                                                                                                                                                                            |  |

| Task No.                                                 | Task                                           | Units | No of Units | Hours/ Unit | Total Hours | Comments                                                                                                                                       |
|----------------------------------------------------------|------------------------------------------------|-------|-------------|-------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.7                                                      | Plans Update                                   | LS    | 1           | 0           | 0           | N/A                                                                                                                                            |
| 3.8                                                      | Post Design Services                           | LS    | 1           | 200         | 200         | Includes precon mtg attendance, RFI/RFM coordination, construction permit support with FDOT/County, construction progress mtg support: 200 hrs |
| 3.9                                                      | Digital Delivery                               | LS    | 1           | 6           | 6           | Includes setup of signature sheet and signing and sealing by Roadway EOR: 6 hrs<br>DrainageEOR: 3 hrs                                          |
| 3.10                                                     | Risk Assessment Workshop                       | LS    | 1           | 0           | 0           | N/A                                                                                                                                            |
| 3.11                                                     | Railroad, Transit, and/or Airport Coordination | LS    | 1           | 0           | 0           | N/A                                                                                                                                            |
| 3.11.1                                                   | Aeronautical Evaluation                        | LS    | 1           | 0           | 0           | N/A                                                                                                                                            |
| 3.12                                                     | Landscape and Existing Vegetation Coordination | LS    | 1           | 0           | 0           | N/A                                                                                                                                            |
| 3.13                                                     | Other Project General Tasks                    | LS    | 1           | 0           | 0           | N/A                                                                                                                                            |
| <b>3. Project Common and Project General Tasks Total</b> |                                                |       |             |             | <b>285</b>  |                                                                                                                                                |
|                                                          |                                                |       |             |             |             |                                                                                                                                                |
| 3.6 - List of Project Manager Meetings                   |                                                | Units | No of Units | Hours/ Unit | Total Hours | Comments                                                                                                                                       |
| Roadway Analysis                                         |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Drainage                                                 |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Utilities                                                |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Environmental                                            |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Structures                                               |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Signing & Pavement Marking                               |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Signalization                                            |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Lighting                                                 |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Landscape Architecture                                   |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Survey                                                   |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Photogrammetry                                           |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| ROW & Mapping                                            |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Terrestrial Mobile LiDAR                                 |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Architecture                                             |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Noise Barriers                                           |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| ITS Analysis                                             |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Geotechnical                                             |                                                | EA    | 0           | 0           | 0           |                                                                                                                                                |
| Progress Meetings                                        |                                                | EA    | 3           | 1           | 3           | 3 virtual mtgs with PM; 1 hr each (Includes meeting minutes/action item documentation)                                                         |
| Phase Reviews                                            |                                                | EA    | 1           | 4           | 4           | 1 mtg x (1 hr mtg agenda/prep + 1 hr mtg + 0.5 hr travel + 1 hr documentation)                                                                 |
| Field Reviews                                            |                                                | EA    | 1           | 8           | 8           | 1 field review x 6 hr/review + 1 hr travel + 1 hr documentation)                                                                               |
| <b>Total Project Manager Meetings</b>                    |                                                |       | 5           |             | 15          | Total PM Meeting Hours carries to Task 3.6 above                                                                                               |

| Representing |  | Print Name         | Signature / Date |
|--------------|--|--------------------|------------------|
| THEA         |  | Judith Villegas EI |                  |
| KCA          |  | Branan Anderson PE |                  |

| Task No. | Task                                          | Scale | Units | No. of Units or Sheet | Hours/ Unit or Sheet | Total Hours | Comments                                                               |
|----------|-----------------------------------------------|-------|-------|-----------------------|----------------------|-------------|------------------------------------------------------------------------|
| 5.1      | Key Sheet                                     |       | Sheet | 1                     | 6                    | 6           | Using Key Sheet from prior Milling and Resurfacing Plans - Updating    |
| 5.2      | Summary of Pay Items Including Quantity Input |       | Sheet | 1                     | 4                    | 4           |                                                                        |
| 5.2.1    | Typical Sections                              |       | EA    | 1                     | 6                    | 6           | 2 mainline typicals                                                    |
| 5.2.2    | Typical Section Details                       |       | EA    | 0                     | 0                    | 0           | N/A                                                                    |
| 5.3      | General Notes/Pay Item Notes                  |       | Sheet | 1                     | 6                    | 6           |                                                                        |
| 5.4      | Project Layout                                |       | Sheet | 1                     | 6                    | 6           | Update Selmon Resurfacing Project Layout Sheet                         |
| 5.5      | Plan/Profile Sheet                            |       | Sheet | 0                     | 0                    | 0           | N/A                                                                    |
| 5.6      | Profile Sheet                                 |       | Sheet | 0                     | 0                    | 0           | N/A                                                                    |
| 5.7      | Plan Sheet                                    | 100   | Sheet | 30                    | 0.25                 | 8           | Clip boundaries - cut Sheets for drainage, LiDAR survey, border layout |
| 5.8      | Special Profile                               |       | Sheet | 0                     | 0                    | 0           | N/A                                                                    |
| 5.9      | Back-of-Sidewalk Profile Sheet                |       | Sheet | 0                     | 0                    | 0           | N/A                                                                    |
| 5.10     | Interchange Layout Sheet                      |       | Sheet | 0                     | 0                    | 0           | N/A                                                                    |
| 5.11     | Ramp Terminal Details (Plan View)             |       | Sheet | 0                     | 0                    | 0           | N/A                                                                    |
| 5.12     | Intersection Layout Details                   |       | Sheet | 0                     | 0                    | 0           | N/A                                                                    |
| 5.13     | Special Details                               |       | EA    | 0                     | 0                    | 0           | N/A                                                                    |



| Task No.                         | Task                                           | Scale | Units | No. of Units or Sheet | Hours/ Unit or Sheet | Total Hours | Comments                                                                      |
|----------------------------------|------------------------------------------------|-------|-------|-----------------------|----------------------|-------------|-------------------------------------------------------------------------------|
| 5.14                             | Cross-Section Pattern Sheets                   |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.15                             | Roadway Soil Survey Sheets                     |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.16                             | Cross Sections                                 |       | EA    | 0                     | 0                    | 0           | N/A                                                                           |
| 5.17                             | Temporary Traffic Control Plan Sheets          |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.18                             | Temporary Traffic Control Cross Section Sheets |       | EA    | 0                     | 0                    | 0           | N/A                                                                           |
| 5.19                             | Temporary Traffic Control Detail Sheets        |       | Sheet | 1                     | 12                   | 12          | 1 general notes sheet<br>1 advanced warning scheme (Includes Selmon Mainline) |
| 5.20                             | Utility Adjustment Sheets                      |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.21                             | Selective Clearing and Grubbing Sheets         |       |       |                       |                      |             |                                                                               |
| 5.21.1                           | Selective Clearing and Grubbing                |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.21.2                           | Selective Clearing and Grubbing Details        |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.22                             | Tree Disposition Sheets                        |       |       |                       |                      |             |                                                                               |
| 5.22.1                           | Tree Disposition Plan Sheets                   |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.22.2                           | Tree Disposition Plan Tables and Schedules     |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.23                             | Project Control Sheets                         |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.24                             | Environmental Detail Sheets                    |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| 5.25                             | Utility Verification Sheets (SUE Data)         |       | Sheet | 0                     | 0                    | 0           | N/A                                                                           |
| Roadway Plans Technical Subtotal |                                                |       |       |                       |                      | 48          |                                                                               |
| 5.26                             | Quality Assurance/Quality Control              |       | LS    | %                     | 5%                   | 2           |                                                                               |
| 5.27                             | Supervision                                    |       | LS    | %                     | 5%                   | 2           |                                                                               |
| 5. Roadway Plans Total           |                                                |       |       |                       |                      | 52          |                                                                               |

**Project Activity 6a: Drainage Analysis**

Estimator:

Lee Roy Selmon Expressway - Ditch Cleaning from W. 22nd St. to Falkenburg Rd.

O-00619D

| Representing | Print Name         | Signature / Date |
|--------------|--------------------|------------------|
| THEA         | Judith Villegas EI |                  |
| KCA          | Curt Sprunger PE   |                  |

**NOTE: Signature Block is optional, per District preference**

| Task No. | Task                                                                                  | Units                | No of Units | Hours/ Unit           | Total Hours | Comments                                                                                                                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------|----------------------|-------------|-----------------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6a.1     | Drainage Map Hydrology                                                                | Per Map              | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.2     | Base Clearance Calculations                                                           | Per Location         | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.3     | Pond Siting Analysis and Report                                                       | Per Basin            | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.4     | Design of Cross Drains                                                                | EA                   | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.5     | Design of Ditches                                                                     | Per Ditch Mile       | 7.5         | 15                    | 113         | 7.5 miles of ditches (2); Includes review of existing conditions, survey/As-Builts to ensure ditch cleaning/reshaping doesn't alter prior permitting intent, but allows proper conveyance                                                                        |
| 6a.6     | Design of Stormwater Management Facility (Offsite or Infield Pond)                    | EA                   | 1           | 24                    | 24          | Evaluating existing 22nd St. pond adjacent to WB on ramp, re-shaping and clearing                                                                                                                                                                                |
| 6a.7     | Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) | Per Cell             | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.8     | Design of Floodplain Compensation                                                     | Per Floodplain Basin | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.9     | Design of Storm Drains                                                                | EA                   | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.10    | Optional Culvert Material                                                             | EA                   | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.11    | French Drain Systems                                                                  | Per Cell             | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.11.1  | Existing French Drain Systems                                                         | Per Cell             | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.12    | Drainage Wells                                                                        | EA                   | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.13    | Drainage Design Documentation Report                                                  | LS                   | 1           | 0                     | 0           | Assumes project exemption and not submitting confirmation through the Water Management District. If existing permit review and drainage analysis recommendations alters exemption approach, then additional time will be needed at a later date, once confirmed. |
| 6a.14    | Bridge Hydraulic Report                                                               | EA                   | 0           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.15    | Temporary Drainage Analysis                                                           | LS                   | 1           | 0                     | 0           | N/A                                                                                                                                                                                                                                                              |
| 6a.16    | Drainage Quantities for EQ Report                                                     | Drainage Structures  | 0           | Calculated Hours<br>0 | 0           | N/A                                                                                                                                                                                                                                                              |

**Project Activity 6a: Drainage Analysis**

| Task No.                                       | Task                                                       | Units    | No of Units | Hours/ Unit | Total Hours | Comments                                                                                                                                                                               |
|------------------------------------------------|------------------------------------------------------------|----------|-------------|-------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6a.17                                          | Cost Estimate                                              | LS       | 1           | 12          | 12          | Prepare Engineer's Estimate: 8 hrs (to be provided with 100% plans)<br>1 review from GEC, respond to comments: 2 hrs<br>Update Engineer's Estimate for Final Plans: 2 hrs              |
| 6a.18                                          | Technical Special Provisions / Modified Special Provisions | LS       | 1           | 0           | 0           | N/A                                                                                                                                                                                    |
| 6a.19                                          | Hydroplaning Analysis                                      | LS       | 1           | 0           | 0           | N/A                                                                                                                                                                                    |
| 6a.20                                          | Existing Permit Analysis                                   | LS       | 1           | 0           | 0           | N/A                                                                                                                                                                                    |
| 6a.21                                          | Other Drainage Analysis                                    | LS       | 1           | 5           | 5           | Utilities - Evaluate/Coordinate with THEA/GEC and other subs for existing utilities to be shown on plans to add notes for using caution when working near, excavating operations, etc. |
| 6a.22                                          | Noise Barrier Evaluation                                   | LS       | 1           | 0           | 0           | N/A                                                                                                                                                                                    |
| 6a.23                                          | Erosion Control Plan                                       | Per Mile | 7.5         | 4           | 30          |                                                                                                                                                                                        |
| <b>Drainage Analysis Technical Subtotal</b>    |                                                            |          |             |             | <b>184</b>  |                                                                                                                                                                                        |
| 6a.24                                          | Field Reviews                                              | LS       | 1           | 80          | 80          | Review 15 miles at 3 miles/day = 5 days x 2 people = 80 hours                                                                                                                          |
| 6a.25                                          | Technical Meetings                                         | LS       | 1           | 9           | 9           | Meetings are listed below                                                                                                                                                              |
| 6a.26                                          | Environmental Look-Around (ELA) Meeting                    | LS       | 1           | 0           | 0           | N/A                                                                                                                                                                                    |
| 6a.27                                          | Quality Assurance/Quality Control                          | LS       | %           | 5%          | 9           |                                                                                                                                                                                        |
| 6a.28                                          | Independent Peer Review                                    | LS       | %           | 0%          | 0           |                                                                                                                                                                                        |
| 6a.29                                          | Supervision                                                | LS       | %           | 5%          | 9           |                                                                                                                                                                                        |
| <b>Drainage Analysis Nontechnical Subtotal</b> |                                                            |          |             |             | <b>107</b>  |                                                                                                                                                                                        |
| 6a.30                                          | Coordination                                               | LS       | %           | 3%          | 9           |                                                                                                                                                                                        |
| <b>6a. Drainage Analysis Total</b>             |                                                            |          |             |             | <b>300</b>  |                                                                                                                                                                                        |

| Technical Meetings                      | Units | No of Units | Hours/ Unit | Total Hours | Comments                                                                                   | PM Attendance at Meeting Required? | Number   |
|-----------------------------------------|-------|-------------|-------------|-------------|--------------------------------------------------------------------------------------------|------------------------------------|----------|
| Base Clearance Water Elevation          | EA    | 0           | 0           | 0           |                                                                                            |                                    | 0        |
| Pond Siting                             | EA    | 0           | 0           | 0           |                                                                                            |                                    | 0        |
| Agency                                  | EA    | 0           | 0           | 0           |                                                                                            |                                    | 0        |
| Local Governments (cities, counties)    | EA    | 0           | 0           | 0           |                                                                                            |                                    | 0        |
| FDOT Drainage                           | EA    | 0           | 0           | 0           |                                                                                            |                                    | 0        |
| Other Meetings (THEA)                   | EA    | 2           | 3           | 6           | Assume 1 kickoff mtg with THEA, 1 comment review meeting following 100% plans/coordination |                                    | 0        |
| <b>Subtotal Technical Meetings</b>      |       |             |             | <b>6</b>    |                                                                                            |                                    | <b>0</b> |
| Progress Meetings (if required by FDOT) | EA    | 0           | 0           | 0           | PM attendance at Progress Meetings is manually entered on General Task 3                   |                                    | --       |
| Phase Review Meetings                   | EA    | 1           | 3           | 3           | PM attendance at Phase Review Meetings is manually entered on General Task 3               |                                    | --       |
| <b>Total Meetings</b>                   |       |             |             | <b>9</b>    | <b>Total Project Manager Meetings (carries to Tab 3)</b>                                   |                                    | <b>0</b> |

Carries to 6a.25

Carries to Tab 3

**6b. Drainage Plans**

| Estimator:                                                 |                                                   | 6b. Drainage Plans Staff Hours |       |             |             |            |            |            | Lee Roy Selmon Expressway - Ditch Cleaning from W. 22nd St. to Falkenburg Rd.<br>O-00619D                                                                                                                                                                                                                                                                                                                     |  |
|------------------------------------------------------------|---------------------------------------------------|--------------------------------|-------|-------------|-------------|------------|------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Representing                                               |                                                   | Print Name                     |       |             |             |            |            |            | Signature / Date                                                                                                                                                                                                                                                                                                                                                                                              |  |
| THEA                                                       |                                                   | Judith Villegas EI             |       |             |             |            |            |            |                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| KCA                                                        |                                                   | Curt Sprunger PE               |       |             |             |            |            |            |                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| NOTE: Signature Block is optional, per District preference |                                                   |                                |       |             |             |            |            |            |                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| Task No.                                                   | Task                                              | Project Parameter              |       |             | Staff Hours |            |            |            | Documentation                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|                                                            |                                                   | Description                    | Units | Complexity  | Calculated  | Department | Consultant | Negotiated | Provide documentation when negotiated hours differ from the calculated hours.                                                                                                                                                                                                                                                                                                                                 |  |
| 6b.1                                                       | Drainage Map (Including Interchanges)             | Length (Miles)                 | 0.00  |             | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 6b.2                                                       | Bridge Hydraulics Recommendation Sheets           | Bridges                        | 0     |             | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 6b.3                                                       | Drainage Structures                               | Drainage Structures            | 0     |             | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                            |                                                   | Details                        | 0     |             | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 6b.4                                                       | Lateral Ditches                                   | Ditches                        | 30    | Standard    | 240         | 0          | 120        | 120        | Plan sheets showing flow direction, erosion control, utilities, special details, callouts for structure protection, unique conditions for structure modifications, as needed. Ensure work is selective in areas without risk for modifications outside the scope of work; Includes showing existing utilities and notes to use caution in areas 30 Plan Shts @ 4 hrs/sht (2 submittals) = 120 hrs (1" = 100') |  |
|                                                            |                                                   |                                | 0     | Complex     | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                            |                                                   | Cross Section Alignments       | 0     |             | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 6b.5                                                       | Retention/Detention/Floodplain Compensation Ponds | Ponds                          | 1     | Standard    | 24          | 0          | 24         | 24         | 22nd Street WB On ramp pond                                                                                                                                                                                                                                                                                                                                                                                   |  |
|                                                            |                                                   |                                | 0     | Complex     | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|                                                            |                                                   | Cross Section Alignments       | 0     |             | 0           | 0          | 0          | 0          | N/A                                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 6b.6                                                       | Erosion Control Plan                              | Length (Miles)                 | 7.50  | Upper Range | 15          | 0          | 60         | 60         | 30 shts @ 2 hrs/sht                                                                                                                                                                                                                                                                                                                                                                                           |  |
| 6b.7                                                       | SWPPP                                             |                                | 1     | Complex     | 10          | 0          | 10         | 10         | Greater than 1 AC of disturbed soil                                                                                                                                                                                                                                                                                                                                                                           |  |
| Drainage Plans Technical Subtotal                          |                                                   |                                |       |             | 289         | 0          | 214        | 214        |                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 6b.8                                                       | Quality Assurance/Quality Control                 | %                              | 1     | 5%          | 11          |            |            | 11         |                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 6b.9                                                       | Supervision                                       | %                              | 1     | 5%          | 11          |            |            | 11         |                                                                                                                                                                                                                                                                                                                                                                                                               |  |
| 6. Drainage Plans Total                                    |                                                   |                                |       |             |             |            |            | 236        |                                                                                                                                                                                                                                                                                                                                                                                                               |  |

Project Activity 8: Environmental Permits

Estimator:

Lee Roy Selmon Expressway - Ditch Cleaning from W. 22nd St. to Falkenberg Rd.  
O-00619D

| Representing | Print Name         | Signature / Date |
|--------------|--------------------|------------------|
| THEA         | Judith Villegas EI |                  |
| KCA          | Tom Pride          |                  |

NOTE: Signature Block is optional, per District preference

| Task No.                                                                                   | Task                                                                                                                                 | Units         | No. of Units | Hours/ Units | Total Hours | Comments                                                                                                               |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|--------------|-------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Environmental Permits and Environmental Clearances</b>                                  |                                                                                                                                      |               |              |              |             |                                                                                                                        |
| 8.1                                                                                        | Preliminary Project Research                                                                                                         | LS            | 1            | 8            | 8           | Review existing permit information to ensure project retains exemption following drainage analysis and recommendations |
| <b>Permits</b>                                                                             |                                                                                                                                      |               |              |              |             |                                                                                                                        |
| 8.2                                                                                        | Field Work                                                                                                                           |               |              |              |             |                                                                                                                        |
| 8.2.1                                                                                      | Pond Site Alternatives                                                                                                               | per pond site | 0            | 0            | 0           | N/A                                                                                                                    |
| 8.2.2                                                                                      | Establish Wetland Jurisdictional Lines and Assessments                                                                               | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.2.3                                                                                      | Species Surveys                                                                                                                      | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.3                                                                                        | Agency Verification of Wetland Data                                                                                                  | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.4                                                                                        | Complete And Submit All Required Permit Applications                                                                                 |               |              |              |             |                                                                                                                        |
| 8.4.1                                                                                      | Complete and Submit All Required Wetland Permit Applications                                                                         | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.4.2                                                                                      | Complete and Submit All Required Species Permit Applications                                                                         | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.5                                                                                        | Coordinate and Review Dredge and Fill Sketches                                                                                       | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.6                                                                                        | Complete and Submit Documentation for Coordination and/or USCG Permit Application                                                    |               |              |              |             |                                                                                                                        |
| 8.6.1                                                                                      | Prepare and submit required documents for USCG coordination                                                                          | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.6.2                                                                                      | Complete and submit USCG Bridge Application                                                                                          | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.7                                                                                        | Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application                          | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.8                                                                                        | Prepare Coastal Construction Control Line (CCCL) Permit Application                                                                  | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.9                                                                                        | Prepare USACE Section 408 Application to Alter a Civil Works Project                                                                 | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.10                                                                                       | Compensatory Mitigation Plan                                                                                                         | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.11                                                                                       | Mitigation Coordination and Meetings                                                                                                 | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.12                                                                                       | Regulatory Agency Support                                                                                                            | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| <b>Environmental Clearances/Reevaluations</b>                                              |                                                                                                                                      |               |              |              |             |                                                                                                                        |
| 8.13                                                                                       | Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only) |               |              |              |             |                                                                                                                        |
| 8.13.1                                                                                     | NEPA or SEIR Reevaluation                                                                                                            | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.13.2                                                                                     | Archaeological and Historical Resources                                                                                              | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.13.3                                                                                     | Wetland Impact Analysis                                                                                                              | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.13.4                                                                                     | Essential Fish Habitat Impact Analysis                                                                                               | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.13.5                                                                                     | Protected Species and Habitat Impact Analysis                                                                                        | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.14                                                                                       | Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)  |               |              |              |             |                                                                                                                        |
| 8.14.1                                                                                     | NEPA or SEIR Reevaluation                                                                                                            | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.14.2                                                                                     | Archaeological and Historical Resources                                                                                              | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.14.3                                                                                     | Wetland Impact Analysis                                                                                                              | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.14.4                                                                                     | Essential Fish Habitat Impact Analysis                                                                                               | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.14.5                                                                                     | Protected Species and Habitat Impact Analysis                                                                                        | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.15                                                                                       | Other Environmental Permits                                                                                                          | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.16                                                                                       | Contamination Impact Analysis                                                                                                        | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| 8.17                                                                                       | Asbestos Survey                                                                                                                      | LS            | 1            | 0            | 0           | N/A                                                                                                                    |
| <b>Environmental Permits and Environmental Clearances/Reevaluations Technical Subtotal</b> |                                                                                                                                      |               |              |              | <b>8</b>    |                                                                                                                        |
| 8.18                                                                                       | Technical Meetings                                                                                                                   | LS            | 1            | 0            | 0           | Meetings are listed below                                                                                              |
| 8.19                                                                                       | Quality Assurance/Quality Control                                                                                                    | LS            | %            | 0%           | 0           | N/A                                                                                                                    |
| 8.20                                                                                       | Supervision                                                                                                                          | LS            | %            | 0%           | 0           | N/A                                                                                                                    |
| <b>Environmental Permits and Environmental Clearances Nontechnical Subtotal</b>            |                                                                                                                                      |               |              |              | <b>0</b>    |                                                                                                                        |
| 8.21                                                                                       | Coordination                                                                                                                         | LS            | %            | 0%           | 0           | N/A                                                                                                                    |
| <b>8. Environmental Permits and Environmental Clearances Total</b>                         |                                                                                                                                      |               |              |              | <b>8</b>    |                                                                                                                        |

### III. B. 6. ITS Infrastructure Phased Design-Build Assistance - HNTB

## **HNT-00810-XXX**

### **ITS Infrastructure for E & W Selmon Phased Design-Build (7/1/24-6/30/25)**

#### **Scope Of Services**

##### **Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering and management support to meet the requirements of THEA to provide engineering, RFP, advertisement, procurement, overall project management support, coordination with other project stakeholders, meeting attendance, supervision and QA/QC support for the East West Selmon ITS Infrastructure Phased Design-Build project. The project will provide camera coverage, a fiber backbone of 2-72 strand on each side other ITS devices covering all THEA facilities for the Selmon West Extension (SWE), from the Florida Ave. Interchange east to Lumsden Ave. in Brandon and upgrade the REL Aesthetic Lighting.

##### **Scope**

Services to be performed include:

1. Provide Engineering Assistance (Roadway, Structures, Drainage, Traffic, Permitting, Environmental, Geotech, Traffic, ITS and other) to the THEA staff as required for the ITS Infrastructure Phased Design Build Project.
2. Provide RFP Assistance to the THEA staff as required for the ITS Infrastructure Phased Design Build Project, including Industry Forum review.
3. Provide Advertisement Assistance to the THEA staff as required for the ITS Infrastructure Phased Design Build Project, including Industry Forum.
4. Provide Procurement Assistance to the THEA staff as required for the ITS Infrastructure Phased Design Build Project.
5. Assist THEA staff in coordination with FDOT, COT, utilities, CSX and others for the ITS Infrastructure Phased Design Build Project.
6. Provide PM and Design Review Assistance to the THEA staff as required for the ITS Infrastructure Phased Design Build Project.
7. Provide Construction Support to the THEA staff as required for the ITS Infrastructure Phased Design Build Project.
8. Assist THEA attending and holding meetings for the ITS Infrastructure Phased Design Build Project.
9. Providing Supervision and QA/QC services for the ITS Infrastructure Phased Design Build Project.
10. Provide similar services for the REL Aesthetic Lighting Upgrade project.

Services from 7/1/2024 - 6/30/2025.





### III B. 7. Pedestrian Safety Upgrades - HNTB

**HNTB PR 2025XXXX**

**HI-0234 C-XX**

**Safety Upgrades of THEA System (7/1/24-6/30/25)**

**Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide support to assist THEA Staff in the procurement and construction services for these improvements. This task work order is for support services from 7/1/24 - 6/30/25.

**Scope**

The Tampa Hillsborough Expressway Authority is requesting Engineering services including procurement, project management and construction administration services related to the Safety Upgrades of the THEA System identified as priorities in the annual THEA Safety Audit.

The project scope includes:

Provide support for procurement

Provide Project Management Coordination

Provide Construction Administration(RFI's/Mtgs/Site Visits) as required



III. B. 9. Headquarters Safety Upgrades and East Selmon Roof  
Replacement Support - HNTB

**HNTB PR 2025XXXX**

**HI-0XXX D-XX**

**Headquarters Safety Upgrades and East Selmon Roof Replacement Support (7/1/24-6/30/25)  
Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide support to assist THEA Staff in the procurement and construction services for these improvements. This task work order is for support services from 7/1/24 - 6/30/25.

**Scope**

The Tampa Hillsborough Expressway Authority is requesting Engineering services including procurement, project management and construction administration services related to a the Headquarters Safety Upgrades and East Selmon Toll Building Roof Replacement Support. The project scope includes: Provide support for procurement.

Provide Project Managment Coordination

Provide Construction Administration(RFI's/Mtgs/Site Visits) as required



### III. B. 10. Whiting Street Improvement Project Design Support - HNTB

**HNTB PR 2025XXXX**

**HI-0210 C-XX**

**Whiting Street Improvements Design Consultant Procurement Support (7/1/24 - 6/30/25)  
Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering and administrative support to THEA Staff to meet the requirements of THEA to provide Advertisement and Procurement of a Design Consultant for the Whiting Street Improvements Project. This task work order

**Scope**

Anticipated work includes providing analysis, engineering, scope development, project management, administrative and operational support as necessary to assist THEA as necessary with procurement of a Design Consultant to prepare construction documents for the Whiting Street Improvements Project, and providing design reviews and coordination during the design. Providing support including preparing the scope of services, procurement assistance, assisting THEA with negotiations with the selected Consultant, design reviews, coordination, and assisting THEA staff as directed. Includes



| SUMMARY FEE SHEET                                            |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
|--------------------------------------------------------------|--|---------------------------|--------------------------|--------------------------------------------------------------------------------------|--------------------------|-----------------------------------------------------------|--------------------------|------------------|-------------------------|--------------------|-------------------------|------------------|-------------------------|----------------|-------------------------|-------------|-------------------------|-------------------------|----------------------------|------------------|---------|
| ATTACHMENT "A"                                               |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority |  |                           |                          | HNTB PR 2025XXXX                                                                     |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
| GEC CONTRACT NO. HNTB PR 2025XXXX                            |  |                           |                          | Whiting Street Improvements Design Consultant Procurement Support (7/1/24 - 6/30/25) |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
| HI-0210 C-XX                                                 |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
| PRIME CONSULTANT: HNTB Corporation                           |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
|                                                              |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
| ACTIVITY                                                     |  | Sr. Technical Advisor     |                          | Project Manager                                                                      |                          | Chief Eng./Planner<br>Sr. Proj. Eng.                      |                          | Sr. Eng./Planner |                         | Proj. Eng./Planner |                         | Engineer/Planner |                         | Sr. Technician |                         | Clerical    |                         | TOTAL                   |                            | Avg. Hourly Rate |         |
|                                                              |  | Man Hours                 | Hourly Rate<br>\$ 173.37 | Man Hours                                                                            | Hourly Rate<br>\$ 144.54 | Man Hours                                                 | Hourly Rate<br>\$ 102.19 | Man Hours        | Hourly Rate<br>\$ 79.95 | Man Hours          | Hourly Rate<br>\$ 61.62 | Man Hours        | Hourly Rate<br>\$ 48.21 | Man Hours      | Hourly Rate<br>\$ 38.95 | Man Hours   | Hourly Rate<br>\$ 22.66 | Manhours<br>By Activity | Salary Cost<br>By Activity |                  |         |
| Scope Prpeartion,                                            |  |                           | \$0.00                   | 40                                                                                   | \$5,781.60               | 36                                                        | \$3,678.84               | 36               | \$2,878.20              | 48                 | \$2,957.76              | 24               | \$1,157.04              | 23             | \$895.85                | 16          | \$362.56                | 223                     | \$17,711.85                | \$79.43          |         |
| RFP/Advertisement Support                                    |  |                           | \$0.00                   | 28                                                                                   | \$4,047.12               | 28                                                        | \$2,861.32               | 24               | \$1,918.80              | 32                 | \$1,971.84              | 16               | \$771.36                | 15             | \$584.25                | 10          | \$226.60                | 153                     | \$12,381.29                | \$80.92          |         |
| LOI/Shortlisting Support                                     |  |                           | \$0.00                   | 28                                                                                   | \$4,047.12               | 28                                                        | \$2,861.32               | 24               | \$1,918.80              | 32                 | \$1,971.84              | 16               | \$771.36                | 15             | \$584.25                | 10          | \$226.60                | 153                     | \$12,381.29                | \$80.92          |         |
| Proposal Review/Selection Support                            |  |                           | \$0.00                   | 40                                                                                   | \$5,781.60               | 36                                                        | \$3,678.84               | 36               | \$2,878.20              | 48                 | \$2,957.76              | 24               | \$1,157.04              | 23             | \$895.85                | 16          | \$362.56                | 223                     | \$17,711.85                | \$79.43          |         |
| Scope Clarification/Staffhour Est/Negotiations               |  |                           | \$0.00                   | 40                                                                                   | \$5,781.60               | 36                                                        | \$3,678.84               | 36               | \$2,878.20              | 48                 | \$2,957.76              | 24               | \$1,157.04              | 23             | \$895.85                | 16          | \$362.56                | 223                     | \$17,711.85                | \$79.43          |         |
| Design Review                                                |  |                           | \$0.00                   | 258                                                                                  | \$37,291.32              | 336                                                       | \$34,335.84              | 320              | \$25,584.00             | 320                | \$19,718.40             | 248              | \$11,956.08             | 240            | \$9,348.00              | 30          | \$679.80                | 1752                    | \$138,913.44               | \$79.29          |         |
| Project Management/Coordination/Superv/QA/QC                 |  |                           | \$0.00                   | 182                                                                                  | \$26,306.28              | 168                                                       | \$17,167.92              | 160              | \$12,792.00             | 160                | \$9,859.20              | 126              | \$6,074.46              | 119            | \$4,635.05              | 13          | \$294.58                | 928                     | \$77,129.49                | \$83.11          |         |
| Total Man Hours                                              |  | Total Salary<br>[(MHxHR)] | 0                        | \$0.00                                                                               | 40                       | \$89,036.64                                               | 36                       | \$68,262.92      | 36                      | \$50,848.20        | 48                      | \$42,394.56      | 24                      | \$23,044.38    | 23                      | \$17,839.10 | 16                      | \$2,515.26              | 3,655                      | \$ 293,941.06    | \$80.42 |
| Basic Activities Maximum Limiting Fees (Salary Costs)        |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         | \$293,941.06            |                            |                  |         |
| Cost Elements & Additives                                    |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            |                  |         |
| (a) 2.78 Multiplier                                          |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         | \$817,156.15            |                            |                  |         |
| Direct Expenses                                              |  | 4.37%                     |                          | \$ 12,845.22                                                                         |                          | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         |                         |                            | \$817,156.15     |         |
| (d) Direct Reimbursables                                     |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         | \$12,845.22             |                            |                  |         |
| Subconsultabts                                               |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         | \$50,000.00             |                            |                  |         |
| Total Project Cost:                                          |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         | \$880,001.37            |                            |                  |         |
| Maximum Limiting Amount:                                     |  |                           |                          |                                                                                      |                          |                                                           |                          |                  |                         |                    |                         |                  |                         |                |                         |             |                         | \$880,000.00            |                            |                  |         |

III. B. 11. South Selmon Capacity Procurement, Risk Avoidance, and  
Scope Development Support - HNTB

**O-00121**

## **Scope Of Services**

### **Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering and management support to meet the requirements of THEA to provide overall project management support, plans review services, coordination with other project stakeholders, meeting attendance, supervision and QA/QC support for the approximately six and a half year duration South Selmon Capacity Design-Build project..

### **Scope**

Services to be performed include:

1. Assist THEA staff with Contract Development Support for the South Selmon Capacity Project.
2. Assist THEA staff with Project Management support for the South Selmon Capacity Project.
3. Assist THEA staff with Phased Design Build (PDB) RFP support for the South Selmon Capacity Project.
4. Assist THEA staff with Scoring Criteria Development & Testing Support for the South Selmon Capacity Project.
5. Assist THEA staff with developing the Industry Forum and meetings with PDB Teams for the South Selmon Capacity Project.
6. Assist THEA with respond to RFP questions and preparing amendments as required for the South Selmon Capacity Project.
7. Providing assistance to the THEA Procurement Staff for the South Selmon Capacity Project.
8. Provide THEA staff with LOI review assistance and support for shortlisting four teams for the South Selmon Capacity Project.
9. Provide THEA staff with ATC process assistance and support for the four teams for the South Selmon Capacity Project.
10. Provide THEA staff with assistance reviewing Technical Proposals and accompanying plans for the South Selmon Capacity Project.
11. Provide THEA staff with Scope Development and Negotiations Financial Advisory support for the South Selmon Capacity Project.
12. Provide THEA staff with Final Scope, Staffhour Estimating and Negotiations support for the South Selmon Capacity Project.
13. Provide THEA staff with Technical, Concept Plans update and coordination support for the South Selmon Capacity Project.
14. Continue Risk Mitigation Efforts

SBE Participation- 10.00%

Services from 7/1/2024 - 6/30/2025.

|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
|-----------------------------------------------------------------|-----------------|--------------------------|--------------------------------------|--------------------------|---------------------------------|-------------------------|----------------------------|-------------------------|------------------|-------------------------|----------------|-------------------------|--------------|-------------------------|-------------------------|-------------------------------|-----------------------------------------------------------|
| SUMMARY FEE SHEET                                               |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| ATTACHMENT "A"                                                  |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| HNTB PR 2025XXXX                                                |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| South Selmon Capacity PDB Procurement Support (7/1/24- 6/30/25) |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority    |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| GEC CONTRACT NO. O-00121                                        |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| HI-0112 C-XX                                                    |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| PRIME CONSULTANT: HNTB Corporation                              |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| ACTIVITY                                                        | Project Manager |                          | Chief Eng./Planner<br>Sr. Proj. Eng. |                          | Sr. Eng./Planner/<br>Specialist |                         | Proj. Engineer/<br>Planner |                         | Engineer/Planner |                         | Sr. Technician |                         | Clerical     |                         | TOTAL                   |                               | Avg.<br>Hourly<br>Rate                                    |
|                                                                 | Man<br>Hours    | Hourly Rate<br>\$ 173.37 | Man<br>Hours                         | Hourly Rate<br>\$ 102.19 | Man<br>Hours                    | Hourly Rate<br>\$ 79.95 | Man<br>Hours               | Hourly Rate<br>\$ 61.62 | Man<br>Hours     | Hourly Rate<br>\$ 48.21 | Man<br>Hours   | Hourly Rate<br>\$ 38.95 | Man<br>Hours | Hourly Rate<br>\$ 22.66 | Manhours<br>By<br>Hours | Salary Cost<br>By<br>\$ 22.66 |                                                           |
| Contract Development Support                                    | 52              | \$9,015.24               |                                      | \$0.00                   |                                 | \$0.00                  |                            | \$0.00                  |                  | \$0.00                  |                | \$0.00                  |              | \$0.00                  | 52                      | \$9,015.24                    | \$173.37                                                  |
| Project Management                                              | 960             | \$166,435.20             |                                      | \$0.00                   |                                 | \$0.00                  |                            | \$0.00                  | 990              | \$47,727.90             |                | \$0.00                  |              | \$0.00                  | 1950                    | \$214,163.10                  | \$109.83                                                  |
| PDB RFP Assistance                                              | 102             | \$17,683.74              |                                      | \$0.00                   |                                 | \$0.00                  |                            | \$0.00                  |                  | \$0.00                  |                | \$0.00                  |              | \$0.00                  | 102                     | \$17,683.74                   | \$173.37                                                  |
| Scoring Criteria Development & Testing                          | 66              | \$11,442.42              | 24                                   | \$2,452.56               | 20                              | \$1,599.00              | 20                         | \$1,232.40              | 20               | \$964.20                |                | \$0.00                  |              | \$0.00                  | 150                     | \$17,690.58                   | \$117.94                                                  |
| Industry Forum/Meetings with PDB Teams                          | 70              | \$12,135.90              | 40                                   | \$4,087.60               | 40                              | \$3,198.00              | 40                         | \$2,464.80              | 40               | \$1,928.40              | 40             | \$1,558.00              | 8            | \$181.28                | 278                     | \$25,553.98                   | \$91.92                                                   |
| Respond to Questions/Prepare Amendments                         | 80              | \$13,869.60              | 80                                   | \$8,175.20               | 64                              | \$5,116.80              | 48                         | \$2,957.76              | 80               | \$3,856.80              | 32             | \$1,246.40              | 10           | \$226.60                | 394                     | \$35,449.16                   | \$89.97                                                   |
| Assisting Procurement Staff                                     | 24              | \$4,160.88               | 20                                   | \$2,043.80               | 14                              | \$1,119.30              | 12                         | \$739.44                | 16               | \$771.36                |                | \$0.00                  |              | \$0.00                  | 86                      | \$8,834.78                    | \$102.73                                                  |
| LOI Process/Shortlist 4 Teams                                   | 120             | \$20,804.40              | 120                                  | \$12,262.80              | 100                             | \$7,995.00              | 100                        | \$6,162.00              | 114              | \$5,495.94              |                | \$0.00                  | 16           | \$362.56                | 570                     | \$53,082.70                   | \$93.13                                                   |
| ATC Process 4 Teams                                             | 200             | \$34,674.00              | 200                                  | \$20,438.00              | 168                             | \$13,431.60             | 168                        | \$10,352.16             | 192              | \$9,256.32              |                | \$0.00                  | 16           | \$362.56                | 944                     | \$88,514.64                   | \$93.77                                                   |
| Technical Proposals/Plans Review 4 Teams                        | 240             | \$41,608.80              | 240                                  | \$24,525.60              | 200                             | \$15,990.00             | 200                        | \$12,324.00             | 236              | \$11,377.56             |                | \$0.00                  | 16           | \$362.56                | 1132                    | \$106,188.52                  | \$93.81                                                   |
| Scope Development & Negotiations Support                        | 102             | \$17,683.74              |                                      | \$0.00                   |                                 | \$0.00                  |                            | \$0.00                  |                  | \$0.00                  |                | \$0.00                  |              | \$0.00                  | 102                     | \$17,683.74                   | \$173.37                                                  |
| Final Scopes/Staffhour Estimates/Negotiations                   | 240             | \$41,608.80              | 160                                  | \$16,350.40              | 120                             | \$9,594.00              | 80                         | \$4,929.60              | 160              | \$7,713.60              | 24             | \$934.80                | 14           | \$317.24                | 798                     | \$81,448.44                   | \$102.07                                                  |
| Technical Support/Concept Updates/Coord                         | 450             | \$78,016.50              | 500                                  | \$51,095.00              | 500                             | \$39,975.00             | 500                        | \$30,810.00             | 523              | \$25,213.83             | 500            | \$19,475.00             | 39           | \$883.74                | 3012                    | \$245,469.07                  | \$81.50                                                   |
| Total Man Hours                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
| Total Salary [(MHxHR)]                                          | 2,706           | \$469,139.22             | 1,384                                | \$141,430.96             | 1,226                           | \$98,018.70             | 1,168                      | \$71,972.16             | 2,371            | \$114,305.91            | 596            | \$23,214.20             | 119          | \$2,696.54              | 9,570                   | \$920,777.69                  | \$96.22                                                   |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | Total                                                     |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | \$920,777.69                                              |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | Basic Activities Maximum Limiting Fees (Salary Costs)     |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | \$920,777.69                                              |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | Cost Elements & Additives                                 |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | (a) 2.78 Multiplier                                       |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | \$2,559,761.98                                            |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | \$2,559,761.98                                            |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | (d) Direct Reimbursables                                  |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | \$40,237.99                                               |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               |                                                           |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | Total Project Cost:                                       |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | \$2,599,999.96                                            |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | Maximum Limiting Amount:                                  |
|                                                                 |                 |                          |                                      |                          |                                 |                         |                            |                         |                  |                         |                |                         |              |                         |                         |                               | \$2,600,000.00                                            |

### III. B. 12. Change Order to Contract with CW Roberts

Contract No. O-0523 East Selmon Resurfacing FY 2023

Final Purchase Order

|   |                                      | Revised      | Original     |
|---|--------------------------------------|--------------|--------------|
| A | Fuel & Bituminous Adjustments        | \$7,817.39   | \$7,817.39   |
| B | Asphalt Spreadrate Adjustment        | \$591,294.88 | \$604,218.91 |
| C | Asphalt Composite Pay Factors (CPFs) | \$177,066.93 | \$176,808.24 |

|                   |              |
|-------------------|--------------|
| Original Final PO | \$788,844.54 |
| Revised Final PO  | \$776,179.20 |
| Difference        | \$12,665.34  |

### III. C. 1. Toll Operations Staging Database Development- TransCore

## THEA – OBOS Data Migration

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*Implementation of Staging Database in support of new OBOS system*



## Introduction

In preparation of the new back-office system, TransCore has been asked to implement the data migration from their source system (TOBS) to a new staging database. This effort includes the following high level project tasks in order to complete the data migration following the phases listed in the document “UFM Fields Documentation for Migration from TOBS to new OBOS”:

1. Refining the Staging DB Design
2. Documenting THEA’s Current DB Schema
3. Developing the ETL Data Mapping Document
4. Building Staging DB from the DB Design
5. Developing the scripts to export data from TOBS to Staging DB
6. Developing the scripts to analyze the data between TOBS and Staging DB
7. Initial Data Export
8. Post Export Analysis
9. Phase 2-4 - Transaction API
10. Transaction Interface Analysis and Monitoring

## Statement of Work

TransCore will support THEA directly in the Data Migration effort by evaluating and reconciling reports, reviewing and creating documentation and developing the scripts required to complete the data migration and analysis process. The following sections break down the scope of work based on the phases listed above as well as an estimate on the level of effort to implement the approach documented in this statement of work.

This SOW is labor and materials only and the rates provided below are based on the existing THEA Contract. The project management is set to a flat 15% of the overall effort.

## Migration Tasks

### Refining the Staging DB Design

This phase of the project will focus on the design of the Staging DB used for the remainder of the project. To reduce overall cost, TransCore will re-use the updated DB design we previously developed wherever possible only making changes required to flatten the structure or optimize for ETL.

TransCore will meet with THEA for each of the following areas to discuss the fields and possible values in the new tables to provide clear documentation to the new back-office vendor.

- Transactions (ETC, PBP)
- Amendments
- Collections
- Registration Holds
- Fare Tables

After meeting with THEA, TransCore will produce a Staging DB schema for THEA to review. Once reviewed, TransCore will work through all the comments in the Staging DB schema document with THEA and submit a

final document once the comments have been addressed. Once completed, any subsequent modifications to the Staging DB design handled outside of the scope of this statement of work.

### Documenting THEA's Current DB Schema

This phase of the project will document the existing THEA DB structure and help define the relationships between the tables as they relate to the subject areas and fields identified above. This data gathering will aid in the next phase of the project.

### Developing the ETL Data Mapping Document

The ETL Data Mapping phase involves taking the data relationships identified in THEA's existing DB structure, standardizing the naming conventions, and creating the transformation rules required to convert it into the format defined in the Staging DB design.

TransCore will coordinate with THEA on the generation of the template to use for the data mapping document and will meet with them on any gaps identified between the data available in the source and desired in the target DB.

The deliverable for this phase of the project will be a completed ETL mapping document. The resolution of the gaps between the source DB and Staging DB is outside of the scope of this statement of work.

### Building Staging DB from DB Design

This portion of the project involves the following items:

- Installing and configuring the Database and setting up the user accounts
- Building database schema creation scripts using the staging DB design document
- Setting up indexes and storage to maximize performance

### Developing the scripts to export data from TOBS to Staging DB

This phase of the project involves the development of the SQL and scripts required to migrate the data from TOBS to the target environment.

### Developing the scripts to analyze the data between TOBS and Staging DB

This phase of the project involves the development of the SQL to query the source records and programs to generate the reports to analyze the data. To validate data integrity, TransCore proposes checking the resulting information at a high-level (record counts, amounts, min/max values) as well as a low-level (small subset of record details from source and target systems). This will allow us to verify that all the data is transferred correctly from the source to the target DB. TransCore will provide a mock-up in Excel with the report data represented at both the high-level and low-level for THEA to review. Once the format is approved by THEA, TransCore will proceed with the development of the scripts to provide the data in this format. Any changes requested to the format after acceptance will be handled outside of scope of this statement of work.

### Initial DB Export

This phase of the project involves the execution of the data migration scripts. During the data execution, TransCore will actively monitor the system and correct any errors found during the execution. If needed, TransCore will cancel the data migration effort if it is negatively impacting THEA's ability to collect revenue.

## Post Export Analysis

This phase of the project involves the generation and review of the results produced from the scripts to analyze the migration. After TransCore compiles the results, we will meet with THEA to review the data and answer any questions they have regarding the data analysis format. After the walkthrough, THEA will review the data analysis and provide Transcore with a list of comments and items for resolution. After resolution of the comments and items identified for resolution, any additional items found by THEA will be handled outside of the scope of this statement of work.

## Phase 2-4 - Transaction API

Based on the document provided to TransCore, the only data required to be sent from TOBS to OBOS post-Phase 1 are the transactions and images generated by THEA's legacy lane solutions. To reduce the overall cost and provide the best value to THEA, TransCore recommends using a modified version of the CCSS UFM to support transmitting the data for the transactions from TOBS to the OBOS system. This solution will provide all the transaction details as well as contain the logic to include OCR and image links to OBOS without having to redesign the process.

## Transaction Interface Analysis and Monitoring

This task details the post-installation analysis of the transaction API data export test as well as the setup of the monitoring for the new API. The new monitoring will ensure the data is being generated and transmitted properly while the transition takes place between the two environments.

## Hardware Requirements

To ensure high performance, reliability, and timely support for this migration effort, we have specified the following hardware requirements

### Hardware Specifications

1. **Server Model:**
  - Dell PowerEdge R650xs
2. **Storage:**
  - Equipped with the latest NVMe SSD technology
3. **Network Connectivity:**
  - 10GB network connectivity
4. **Support and Service:**
  - Three years of Dell Next Business Day Onsite Service

These specifications are chosen to provide the necessary infrastructure to support the data migration and analysis processes efficiently. The high-performance NVMe SSD technology ensures fast data processing and retrieval, while the 10GB network connectivity facilitates rapid data transfer. The included three years of Dell Next Business Day Onsite Service guarantees that any potential hardware issues will be addressed promptly, minimizing downtime and ensuring continuous operation allowing for data continuity after the migration has been successfully completed.

## Labor and Materials Estimate

| Item                                                   | Hours/QTY | Amount   | Extended Amount |
|--------------------------------------------------------|-----------|----------|-----------------|
| <b>Developing the Staging DB Design</b>                |           |          |                 |
| Transaction Table                                      | 16        | \$311.65 | \$4,986.40      |
| Amendment Table                                        | 8         | \$311.65 | \$2,493.20      |
| Collections Table                                      | 16        | \$311.65 | \$4,986.40      |
| Registration Holds                                     | 16        | \$311.65 | \$4,986.40      |
| Fare Table                                             | 8         | \$311.65 | \$2,493.20      |
| Demographics Table                                     | 16        | \$311.65 | \$4,986.40      |
| <b>Documenting THEA's Current DB Schema</b>            |           |          |                 |
| Generate Table Definitions                             | 8         | \$249.56 | \$1,996.48      |
| Document Data Relationships and Values                 | 16        | \$249.56 | \$3,992.96      |
| <b>Developing ETL Data Mapping Document</b>            |           |          |                 |
| Transaction Table                                      | 24        | \$311.65 | \$7,479.60      |
| Amendment Table                                        | 16        | \$311.65 | \$4,986.40      |
| Collections Table                                      | 16        | \$311.65 | \$4,986.40      |
| Registration Holds                                     | 16        | \$311.65 | \$4,986.40      |
| Fare Table                                             | 8         | \$311.65 | \$2,493.20      |
| Demographics Table                                     | 16        | \$311.65 | \$4,986.40      |
| <b>Building Staging DB from DB Design</b>              |           |          |                 |
| Setting Up DB Server                                   | 24        | \$311.65 | \$7,479.60      |
| Creating DB Scripts from Design                        | 16        | \$311.65 | \$4,986.40      |
| Setting up and configuring indexes and tables          | 16        | \$311.65 | \$4,986.40      |
| <b>Developing the scripts to export data from TOBS</b> |           |          |                 |
| Develop shell scripts for execution                    | 16        | \$249.56 | \$3,992.96      |
| Transaction Table                                      | 24        | \$249.56 | \$5,989.44      |
| Amendment Table                                        | 16        | \$249.56 | \$3,992.96      |
| Collections Table                                      | 16        | \$249.56 | \$3,992.96      |
| Registration Holds                                     | 8         | \$249.56 | \$1,996.48      |
| Fare Table                                             | 8         | \$249.56 | \$1,996.48      |
| Demographics Table                                     | 8         | \$249.56 | \$1,996.48      |
| <b>Developing the scripts to analyze the data</b>      |           |          |                 |
| Transaction Table                                      | 24        | \$249.56 | \$5,989.44      |
| Amendment Table                                        | 16        | \$249.56 | \$3,992.96      |
| Collections Table                                      | 32        | \$249.56 | \$7,985.92      |
| Registration Holds                                     | 16        | \$249.56 | \$3,992.96      |
| Fare Table                                             | 8         | \$249.56 | \$1,996.48      |
| Demographics Table                                     | 8         | \$249.56 | \$1,996.48      |
| <b>Initial DB Export</b>                               |           |          |                 |
| Perform Integration Test (Export/Import Process)       | 8         | \$249.56 | \$1,996.48      |
| Perform Initial Production Run                         | 8         | \$249.56 | \$1,996.48      |

|                                                      |            |            |              |
|------------------------------------------------------|------------|------------|--------------|
| <b>Post Export Analysis</b>                          |            |            |              |
| Execute analysis scripts and compile results         | 8          | \$268.66   | \$2,149.28   |
| Compare and Meet to Analyze Results                  | 40         | \$268.66   | \$10,746.40  |
| <b>Phase 2-4 - Transaction API</b>                   |            |            |              |
| Develop transaction data exchange with OBOS          | 32         | \$311.65   | \$9,972.80   |
| Perform Integration Test with OBOS                   | 16         | \$311.65   | \$1,996.48   |
| Install and Post-Installation Hypercare              | 8          | \$249.56   | \$1,996.48   |
| <b>Transaction Interface Analysis and Monitoring</b> |            |            |              |
| Automate generation of migration results             | 24         | \$249.56   | \$5,989.44   |
| Develop alerting for ongoing data migration process  | 40         | \$268.66   | \$10,746.40  |
| <b>LABOR TOTAL (EXCLUDING PM)</b>                    | <b>640</b> |            | \$175,794.48 |
| <b>PROJECT MANAGEMENT</b>                            | <b>96</b>  | \$274.63   | \$26,364.48  |
| <b>HARDWARE</b>                                      | <b>1</b>   | \$8,930.93 | \$10,172.78  |
| <b>TOTAL</b>                                         |            |            | \$212,331.74 |

III. D. 1. Approval of Tampa-Hillsborough County Expressway  
Authority Interlocal Agreements with Florida Tax Collector  
Offices

**INTERLOCAL AGREEMENT  
BETWEEN**

**TAX COLLECTOR FOR \_\_\_\_\_ 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 \_\_\_\_\_ (the "Effective Date"), by and between Chris Craft, as St. Lucie County Tax Collector ("TCSLC" 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 TCSLC cannot complete a Transaction if the related motor vehicle has outstanding Tolls owed to THEA; and

**WHEREAS**, the TCSLC 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 TCSLC 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 St. Lucie County, Florida, by the TCSLC 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 TCSLC 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:

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](mailto: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: \_\_\_\_

\_\_\_\_\_ COUNTY TAX COLLECTOR

Signature: \_\_\_\_\_

Name/Title

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

Approved as to form, content, and legality:

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 20\_\_, by  
\_\_\_\_\_ on behalf of the \_\_\_\_\_ County Tax Collector

\_\_\_\_\_  
Notary Public State of Florida

\_\_\_\_\_  
( Notary Seal)

Personally known: \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

### III. D. 2. FY2025 Commercial Property Insurance and Crime Insurance





# Proposal of Insurance

## Tampa-Hillsborough County Expressway Authority

1104 E Twiggs Street, Suite 300  
Tampa, FL 33602

**Effective:** July 1, 2024

**Chris Connelly, ARM-P, ARe**  
Area Senior Vice President  
**Arthur J. Gallagher Risk Management Services LLC**  
200 S Orange Avenue  
Orlando, FL 32801  
(407) 370-2320  
[chris\\_connelly@ajg.com](mailto:chris_connelly@ajg.com)  
AJG License Nos. IL 100292093 / CA 0D69293



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# Gallagher

Insurance | Risk Management | Consulting

Table of Contents

**Executive Summary**..... 3

**Your Gallagher Team**..... 9

**Program Structure** ..... 10

**Named Insured** ..... 11

**Market Review** ..... 12

    Location Schedule ..... 13

**Full Program Details** ..... 14

    Property - Zurich American Insurance Company ..... 14

    Crime - Philadelphia Indemnity Insurance Company ..... 18

    General Liability - Indian Harbor Insurance Company..... 21

    Terrorism - Underwriters at Lloyd's London ..... 23

**Premium Summary** ..... 25

    Payment Plans ..... 26

**Proposal Disclosures** ..... 27

    Proposal Disclosures ..... 28

**Client Signature Requirements** ..... 31

    Surplus Lines Notice - Florida..... 32

    Coverages for Consideration..... 33

    Client Authorization to Bind Coverage ..... 34

**Appendix** ..... 36

    Bindable Quotations & Compensation Disclosure Schedule..... 37

    Binding Requirements..... 38

    Claims Reporting By Policy..... 39

    Statement of Values ..... 40



## Executive Summary

**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 which is now in its 15<sup>th</sup> year.

### 2024 PROPERTY MARKET OUTLOOK & GALLAGHER STRATEGY

#### WHAT WE SAW IN 2023

- Conditions in the property market changed daily; which made the quoting process much more tenuous as insurers took longer to provide quotes, frustrating buyers and brokers alike.
- The failure of reinsurers to record profit on five out of the last six years resulted in rate increases and limits on capacity. Every layer of coverage has been affected, with increases up to 100% reported in some layers, according to a survey of public sector and K-12 school renewals across all US regions.
- Capacity and pricing were two of the most challenging issues faced in 2023, with over 65% of CAT-exposed clients renewing with reduced limits and rate increased averaged around 25-30% across the country.
- Valuation remained a top concern for insurers as carriers continued to scrutinize statements of value and requiring accurate reporting and valuations. Out-of-date or incomplete property valuations limited renewal negotiations with many resulting in margin clause language.
- Factors that influence higher rates include challenging asset classes (coastal, wildfire or convective storm exposures – specifically secondary perils), loss history, and incomplete or incorrect valuations.

#### WHAT WE'RE SEEING NOW

- The pricing for property shows true signs of stabilization; and even more so as the year continues on.
- What were initially single-digit rate increase indications have turned into flat rate renewals and/or even rate reductions depending on the account and the insured's loss experience.
- While the market as a whole is plateauing at mid-teen rate increases, it is important to continue to explore all the options. There will be tough renewals ahead, and clients should prepare for potential increases in premium rates.
- That being said, we are hopeful that this positive renewal trend will continue into the rest of the year; barring any major/catastrophic disasters.

#### DEDUCTIBLE TRENDS

- Increased deductibles (in particular for water damage) as loss trends continues to rise
- Increase in percentage of named windstorm deductibles from 2% to 5% (Florida is now 5% across the board, with some clients taking even higher deductibles—10%–15%)
- Percentage deductibles for severe convective storms and hail
- Earthquake deductibles remain relatively stable
- Freeze deductibles being pushed by markets

#### TERMS AND CONDITIONS TIGHTENED

- More restrictive language around valuation
- Carriers dissatisfied with the accuracy of the reported values may decline coverage or require scheduled/margin clauses
- Increasing values may impact the CAT coverage that carriers are willing to deploy
- Increase in non-concurrent T&Cs in layered and shared programs
- Decrease in sublimited coverages, specifically for named windstorm and flood coverages

#### WHAT WE'RE SEEING NOW

- The pricing for property shows true signs of stabilization; and even more so as the year continues on.
- What were initially single-digit rate increase indications have turned into flat rate renewals and/or even rate reductions depending on the account and the insured's loss experience.
- While the market as a whole is plateauing at mid-teen rate increases, it is important to continue to explore all the options. There will be tough renewals ahead, and clients should prepare for potential increases in premium rates.
- That being said, we are hopeful that this positive renewal trend will continue into the rest of the year; barring any major/catastrophic disasters.



Gallagher did collaborate with Zurich to explore the possibility of increasing deductible options in response to Zurich's higher rates. However, after careful evaluation, it was concluded that assuming this additional risk would not result in any financial benefits for the Authority.

Nevertheless, the Gallagher team did evaluate the option of removing the TRIA coverage offered by Zurich and obtaining a separate standalone Terrorism policy option for the Authority to consider. A comprehensive overview of this alternative is provided in greater detail in this executive summary and proposal.

### CRIME INSURANCE HISTORY & REVIEW

In 2018, we 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. We found the other crime options were significantly more expensive with less favorable terms.

For the 2022 renewal, Philadelphia was able to renew the crime policy based on expiring exposures, offering a flat premium renewal of \$3,593.

While working through the renewal in 2023, Philadelphia advised updated exposures would be needed for the renewal policy; resulting in a slight increase in premium due to the increased revenue from 2021. The renewal resulted in a premium of \$4,055, a 12.86% increase, taking in consideration a 14% increase in revenue between THEA's 2021 revenue verse 2023 revenue.

### 2024 CRIME RENEWAL RESULTS

As in prior years, Philadelphia was able to renew the crime policy, offering essentially a flat renewal of \$4,095.55. As in the prior years, all terms and coverages remained the same.

### GENERAL LIABILITY INSURANCE

Due to the Authority's contract with CSX Transportation being terminated in 2023 and the removal of the tracks, it was agreed to not renew the Authority's railroad liability coverage.

### OTHER RENEWAL OPTIONS FOR CONSIDERATION

**Standalone Terrorism Policy** – Considering the increase in property rates, specific to infrastructure risks, securing a separate policy would provide broader coverage and align with the Authority's budget.

The following table outlines some of the benefits of having a standalone terrorism policy instead of relying on the Terrorism Risk Insurance Act (TRIA), coverage currently included in Zurich's property policy.

|                                                        | Standalone Terrorism                                                                                                                                                                                                                                                                                                                                                                                                                                              | TRIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Policy Provisions</b>                               | <p>Clear definition of terrorism and does not require certification. Covers a broad range of acts including acts committed for political, religious and ideological purposes.</p> <p>Once a loss meets the definition of coverage, it will be covered excess of any policy deductible(s). There is no minimum level before a claim is considered.</p> <p>Clients can choose whether to insure their entire portfolio of properties or just selected locations</p> | <p>In order for an event to be deemed a certified act of terrorism under TRIA, it must be certified by both the Secretary of Treasury, after consulting with the Secretary of Homeland Security, and the Attorney General.</p> <p><i>To date, there has been no incidents classified as a certified act of terrorism in the U.S.</i></p> <p>A loss will not be certified under TRIPRA unless losses resulting from the incident, in the aggregate across all potential classes, exceed \$5M. Additionally, the insurer retains a co-share of 20%</p> <p>TRIPRA requires all assets to be insured per the all-risk program</p> |
| <b>Pricing</b>                                         | <p>Policy is priced based on analysis of risk profile and industry of an insured</p> <p>Rates are not tied to the all risk program, so will not be affected should general property rates increase</p>                                                                                                                                                                                                                                                            | <p>Embedded pricing for TRIA coverage in an all risk program is often simply calculated as a percentage of the all risk premium</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Claims Payment</b>                                  | <p>Claims payment is triggered by a dedicated claim adjuster, using tried and tested methods, ensuring claims payment are prompt and not unnecessarily delayed.</p>                                                                                                                                                                                                                                                                                               | <p>The period of time that the US government could take to certify an event can seriously impact a company's ability to recover, especially if a claim payment is delayed in anticipation of certification. <b>TRIA has been untested since its inception.</b></p>                                                                                                                                                                                                                                                                                                                                                            |
| QUOTED OPTION                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Carrier                                                | Lloyd's of London                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Zurich                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Coverage Type                                          | Terrorism & Sabotage                                                                                                                                                                                                                                                                                                                                                                                                                                              | TRIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Premium                                                | \$40,815                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$47,913                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Policy Period                                          | 7/1/2024 - 7/1/2025                                                                                                                                                                                                                                                                                                                                                                                                                                               | 7/1/2024 - 7/1/2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Terrorism Policy Limit (Any One Occurrence)            | \$100,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$100,000,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Per Occurrence Deductible                              | \$10,000                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$50,000                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Additional Sublimits of Coverage (Lloyd's Policy Only) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

|                                                                              |                                                                                                                                                                                                                                             |     |
|------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| Claims preparation:                                                          | 10% of the overall limit of liability or USD 100,000 (or currency equivalent) whichever the lesser                                                                                                                                          | N/A |
| Damage to property while in Transit:                                         | USD 500,000 (or currency equivalent) damage / financial loss combined                                                                                                                                                                       |     |
| Brand rehabilitation                                                         | 10% of the overall limit of liability or USD 500,000 (or currency equivalent) 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 | N/A |
| Contingent Financial Loss<br>Customer and Supplier contingent extra expense) | \$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<br>USD 500,000 (or currency equivalent) damage / financial loss combined.                                                                                                |     |
| Denial of Access:                                                            | \$5,000,000                                                                                                                                                                                                                                 |     |
| Seepage Contamination and Pollution/Clean up:                                | \$5,000,000                                                                                                                                                                                                                                 |     |
| Utilities:                                                                   | \$5,000,000                                                                                                                                                                                                                                 |     |
| Attraction:                                                                  | \$5,000,000                                                                                                                                                                                                                                 |     |
| Contract works:                                                              | \$5,000,000                                                                                                                                                                                                                                 |     |
| Extinguishment Expenses:                                                     | \$500,000                                                                                                                                                                                                                                   |     |
| Threat                                                                       | \$5,000,000                                                                                                                                                                                                                                 |     |
| Policy Deductibles                                                           |                                                                                                                                                                                                                                             |     |
| Deductible Any One Occurrence Unless Specified below                         | \$10,000                                                                                                                                                                                                                                    |     |
| Brand Rehabilitation - Any One Occurrence                                    | 10%                                                                                                                                                                                                                                         |     |
| Contingent Financial Loss - Any One Occurrence                               | 5 hours                                                                                                                                                                                                                                     |     |
| Denial of Access                                                             | 12 hours any one occurrence unless the occurrence is designated a crime scene by a civil 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.                                                                                                                                                                    |     |
| Utilities: - Any One Occurrence                                              | 5 hours                                                                                                                                                                                                                                     |     |
| Attraction: - Any One Occurrence                                             | 7 days                                                                                                                                                                                                                                      |     |
| Threat: - Any One Occurrence                                                 | 2 hours                                                                                                                                                                                                                                     |     |

## RENEWAL & HISTORICAL PREMIUM SUMMARY

Following table provides an overview of your expiring vs. renewal premium summary, renewing coverages per expiring coverages, with the Optional standalone Terrorism policy outlined within the executive summary.

| LINE OF COVERAGE                 | 23-24 PREMIUM    | 24-25 PREMIUM      | Cost (\$) Change | % Premium Change |
|----------------------------------|------------------|--------------------|------------------|------------------|
| Property – Bridges & Tolls       | \$772,701        | \$1,008,389        | \$235,688        | +30.50%          |
| Railroad Liability               | \$19,960         | N/A                | N/A              | (100%)           |
| Crime                            | \$4,055          | \$4,096            | \$41             | +1.00%           |
| <b>TOTAL PROGRAM COST</b>        | <b>\$796,446</b> | <b>\$1,012,485</b> | <b>\$216,039</b> | <b>+27.13%</b>   |
| <b>OPTIONAL COVERAGE OPTIONS</b> |                  |                    |                  |                  |
| Standalone Terrorism             |                  | \$40,815           | N/A              | N/A              |
| <b>TOTAL PROGRAM COST</b>        | <b>\$796,446</b> | <b>\$1,004,907</b> | <b>\$208,461</b> | <b>+26.17%</b>   |

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

Sincerely,

**Chris Connelly**  
Area Senior Vice President

**Kim Ragan**  
Account Executive

Monday, July 1, 2024

## 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>       |
|------------------------------------------------------------------------------------|--------------------------------|------------------------|--------------------|
| <b>Chris Connelly, ARM-P, ARE</b><br>Area Senior Vice President                    | Producer                       | Chris_Connelly@ajg.com | (407) 563-3513 (p) |
| <b>Michael Gillon, ARM</b><br>Area President, Branch Manager                       | Area President, Branch Manager | Michael_Gillon@ajg.com | (407) 563-3550 (p) |
| <b>Kim Ragan, AIC</b><br>Account Executive                                         | Account Executive              | Kim_Ragan@ajg.com      | (407) 563-3508 (p) |
| <b>Grant Sampson, CLCS</b><br>Client Service Associate II                          | Account Manager                | Grant_Sampson@ajg.com  | (407) 563-3536 (p) |
| <b>Bart Douglas</b><br>Managing Director - Gallagher Claim Advocacy Practice Group | Claims Advocate (P&C)          | Bart_Douglas@ajg.com   | (305) 639-3121 (p) |

## Program Structure



Named Insured

| Named Insured                                  | Property | Crime | General Liability | Terrorism |
|------------------------------------------------|----------|-------|-------------------|-----------|
| 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.

## 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> |
|-------------------------|---------------------------------------------------------------|--------------------------------------------------------------------------------------|---------------------|
| Property                | Zurich American Insurance Company (A+ XV)                     | Recommended Quote                                                                    | Admitted            |
|                         | Chubb Group of Insurance Companies                            | Declined to Quote – Cannot support based on AOP Deductible until increased to \$250k |                     |
|                         | Tango Specialty Insurance Services LLC                        | Declined to Quote - Inadequate Capacity                                              |                     |
|                         | AXA Insurance Company                                         | Declined to Quote - No Market for this Type of Business                              |                     |
|                         | Falvey Cargo Underwriting, Ltd.                               | Declined to Quote - Does Not Fit Underwriting Requirement                            |                     |
|                         | Markel Group Inc.                                             | Declined to Quote - Inadequate Capacity                                              |                     |
| Crime                   | Philadelphia Indemnity Insurance Company (A++ XV)             | Recommended Quote                                                                    | Admitted            |
| Terrorism               | Underwriters at Lloyd's London                                | Recommended Quote                                                                    | Non-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.

## Location Schedule

| LINE OF COVERAGE | LOC # / BLDG # | LOCATION ADDRESS                                          |
|------------------|----------------|-----------------------------------------------------------|
| Property         | 1              | Toll Plazas/ Gantries                                     |
|                  | 2              | Tampa-Hillsborough County Expressway Bridges              |
|                  | 3              | Brandon Parkway & Feeder Roads                            |
|                  | 4              | Meridian Street                                           |
|                  | 5              | ITS Field Equipment                                       |
|                  | 6              | Transportation Management Center: 1104 East Twiggs Street |
|                  | 7              | Warehouse: 1104 ½ East Twiggs Street                      |
|                  | 8              | Spare Parts Inventory                                     |

## Full Program Details

### Property

| Carrier Information   | Expiring                          | Proposed                          |
|-----------------------|-----------------------------------|-----------------------------------|
| <b>Policy Term</b>    | 7/1/2023 - 7/1/2024               | 7/1/2024 - 7/1/2025               |
| 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                                                          | \$730,625.00                           | \$998,404.00                           |
| 2023 Florida Insurance Guaranty Association Emergency Assessment | N/A                                    | \$9,984.04                             |
| 2022 Florida Insurance Guaranty Association Assessment           | \$5,371.30                             | N/A                                    |
| Exposure / TIV                                                   | Total Insured Values - \$1,015,051,668 | Total Insured Values - \$1,054,140,790 |
| TRIA                                                             | \$36,704.00                            | \$47,913                               |
| Minimum Type                                                     | Minimum Earned Premium                 | Minimum Earned Premium                 |
| Minimum Amount                                                   | \$730,625.00                           | \$998,404.00                           |
| Estimated Cost                                                   | \$772,700.30                           | \$1,008,388.04                         |

| Standard Coverages                                                                                                                                                                                                                                 | Expiring                                                                                                                                                                                                                                                                                                                                                                               | Proposed                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Policy Limit of Liability                                                                                                                                                                                                                          | This Policy Shall Pay no More than \$100,000,000 for any One Occurrence, Subject to the Following Sublimits of Liability and Annual Aggregate Limits of Liability. In no Event Shall This Policy's Liability Exceed the Limit of Liability Above or the Scheduled Values as Stated on Endorsement a – Schedule of Locations & Values Insured, Whichever is Less, In any One Occurrence | This Policy Shall Pay no More than \$100,000,000 for any One Occurrence, Subject to the Following Sublimits of Liability and Annual Aggregate Limits of Liability. In no Event Shall This Policy's Liability Exceed the Limit of Liability Above or the Scheduled Values as Stated on Endorsement a – Schedule of Locations & Values Insured, Whichever is Less, In any One Occurrence |
| <b>Annual Aggregate Limit(s) of Liability</b> - The Maximum Amount the Company Will Pay for Loss or Damage in any One Occurrence, And/or in the Aggregate Annually for Loss or Damage from all Occurrences, Shall not Exceed the Following Amounts |                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                        |
| - 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                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Schedule Physical Damage Limit:</b>                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                        |
| Toll Plazas/ Gantries - Loc.# 1                                                                                                                                                                                                                    | \$14,700,592                                                                                                                                                                                                                                                                                                                                                                           | \$14,009,993                                                                                                                                                                                                                                                                                                                                                                           |
| Tampa-Hillsborough County Expressway Bridges - Loc.# 2                                                                                                                                                                                             | \$867,252,995                                                                                                                                                                                                                                                                                                                                                                          | \$889,311,676                                                                                                                                                                                                                                                                                                                                                                          |

| Standard Coverages                                                                                                                                                       | Expiring                        | Proposed                        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|---------------------------------|
| Brandon Parkway & Feeder Roads - Loc.# 3                                                                                                                                 | \$2,722,906                     | \$2,793,702                     |
| Meridian Street - Loc.# 4                                                                                                                                                | \$2,124,695                     | \$2,179,938                     |
| ITS Field Equipment - Loc.# 5                                                                                                                                            | \$4,613,484                     | \$5,035,848                     |
| Transportation Management Center: 1104 East Twiggs Street - Loc.# 6                                                                                                      | \$8,710,309                     | \$9,076,289                     |
| Warehouse: 1104 ½ East Twiggs Street - Loc.# 7                                                                                                                           | \$660,684                       | \$688,620                       |
| Spare Parts Inventory - Loc.# 8                                                                                                                                          | \$200,814                       | \$244,814                       |
| <b>Scheduled Loss Of Revenue Limit:</b>                                                                                                                                  |                                 |                                 |
| Toll Plazas/ Gantries - Loc.# 1                                                                                                                                          | \$114,065,752                   | \$130,800,000                   |
| Tampa-Hillsborough County Expressway Bridges - Loc.# 2                                                                                                                   | Included                        | Included                        |
| Brandon Parkway & Feeder Roads - Loc.# 3                                                                                                                                 | Included                        | Included                        |
| Meridian Street - Loc.# 4                                                                                                                                                | Included                        | Included                        |
| Contingent Loss of Revenue Endorsement - Sublimit of Liability - This Amount is Part of and not in Addition Policy Limit of Liability Stated in the Policy Declarations. | \$30,000,000 Any One Occurrence | \$30,000,000 Any One Occurrence |

| Additional Coverages                                                                                                            | Expiring      | Proposed      |
|---------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| <b>Sublimits of Liability</b> - 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  |
| 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  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------|
| <b>Deductibles and Waiting Period(s):</b> 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  | \$50,000  |
| Deductible - Physical Loss of or Damage to Surveillance Equipment*                                                                                        | \$50,000  | \$50,000  |
| Deductible - As Respects Earthquake*                                                                                                                      | \$50,000  | \$50,000  |
| 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 |
| 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 |
| Deductible - Waiting Period - Loss of Revenue*                                                                                                            | 14 Days   | 14 Days   |
| Deductible - Contingent Loss of Revenue Endorsement - Waiting Period                                                                                      | 14 Days   | 14 Days   |

| Valuations            | Expiring                                                                                                                                                                                                                                                                                                                                   | Proposed                                                                                                                                                                                                                                                                                                                                   |
|-----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Other                 | Covered Property: 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 | Covered Property: 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 |
| Other                 | Transit: The Invoice Cost Plus Accrued Shipping Charges Less Shipper's Liability, If any                                                                                                                                                                                                                                                   | Transit: The Invoice Cost Plus Accrued Shipping Charges Less Shipper's Liability, If any                                                                                                                                                                                                                                                   |
| 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)                        |
|--------------------------------------------------------------------|
| Schedule of Covered Property - U-CWP-0010-A                        |
| Debris Removal Clean Up & Removal & Decontamination - U-CWP-0103-A |
| Contingent Loss of Revenue - U-CWP-0106-A                          |

| Endorsements (including but not limited to)                         |
|---------------------------------------------------------------------|
| Amendment to Deductibles & Waiting Period - U-CWP-0109-A CW (01-18) |
| Policy Form - Zurich Operational Civil Works Policy                 |

| Exclusions (including but not limited to)                                                                                                                                                                                                                                                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Government Action Exclusion                                                                                                                                                                                                                                                                                                                          |
| War Exclusion                                                                                                                                                                                                                                                                                                                                        |
| Nuclear Hazard, Power Failure                                                                                                                                                                                                                                                                                                                        |
| Cyber Exclusion - U-CWP-0117-A                                                                                                                                                                                                                                                                                                                       |
| 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                                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Estimated Values<br>- \$923,340,790 - Property Values<br>- \$130,800,000 - Loss of Revenue Values<br>- \$1,054,140,790 - Total Insured Values                                                                                                                     |
| Insuring Agreement - Subject to the Terms, Exclusions, Limitations and Conditions, This Policy Insures Against all Risks of Direct Physical Loss of or Damage to Covered Property While at the Location Listed Above and Occurring During the Term of the Policy. |
| Policy Territory - This Policy Covers the 50 States Comprising the United States of America and District of Columbia Unless Otherwise Endorsed to the Policy.                                                                                                     |
| Covered Property - This Policy Insures Against Direct Physical Loss or Damage to Real & Personal Property from a Covered Cause of Loss and any Resulting Loss of Revenue as More Fully Defined Within the Policy.                                                 |
| Participation - This Indication is for 100% Interest in the 100% Policy Limit(S) of Liability, Sublimit(S) of Liability, Annual Aggregates Limit(S) and Premium as Herein Specified                                                                               |
| Total Premium Includes TRIA Premium of \$47,913                                                                                                                                                                                                                   |
| Deposit Premium - \$950,491                                                                                                                                                                                                                                       |
| Commission 5.1% not to Exceed \$50,000                                                                                                                                                                                                                            |
| Cancellation Provision 60 Days Except 10 Days for Nonpayment of Premium                                                                                                                                                                                           |
| Estimated Premium without TRIA - \$959,995.91                                                                                                                                                                                                                     |

## Crime

| Carrier Information   | Expiring                                 | Proposed                                 |
|-----------------------|------------------------------------------|------------------------------------------|
| Policy Term           | 7/1/2023 - 7/1/2024                      | 7/1/2024 - 7/1/2025                      |
| Carrier               | Philadelphia Indemnity Insurance Company | Philadelphia Indemnity Insurance Company |
| A.M. Best Rating      | A++ XV                                   | A++ XV                                   |
| Admitted/Non-Admitted | Admitted                                 | Admitted                                 |
| Payment Plan          | Annual, Pre-Paid                         | Annual, Pre-Paid                         |
| Payment Method        | Direct Bill                              | Direct Bill                              |

| Premium & Exposures                        | Expiring   | Proposed   |
|--------------------------------------------|------------|------------|
| Premium                                    | \$4,055.00 | \$4,055.00 |
| 2023-1 FIGA Emergency Assessment Surcharge | N/A        | \$40.55    |
| Estimated Cost                             | \$4,055.00 | \$4,095.55 |

| Standard Coverages                                              | Expiring    | Proposed    |
|-----------------------------------------------------------------|-------------|-------------|
| <b>Crime Protection Plus</b>                                    |             |             |
| A.1. Employee Theft and Client Coverage:                        | \$1,000,000 | \$1,000,000 |
| A.2. ERISA Fidelity:                                            | \$500,000   | \$500,000   |
| B. Forgery and Alteration:                                      | \$1,000,000 | \$1,000,000 |
| C. Inside the Premises - Money, Securities And Other Property:  | \$1,000,000 | \$1,000,000 |
| D. Outside the Premises - Money, Securities And Other Property: | \$1,000,000 | \$1,000,000 |
| E. Money Orders and Counterfeit Currency:                       | \$1,000,000 | \$1,000,000 |
| F. Computer and Funds Transfer Fraud:                           | \$1,000,000 | \$1,000,000 |
| 24 Fraudulent Inducement Insuring Agreement:                    | \$250,000   | \$250,000   |

| Deductibles/SIR                                                              | Expiring | Proposed |
|------------------------------------------------------------------------------|----------|----------|
| <b>Crime Protection Plus</b>                                                 |          |          |
| Deductible - A.1. Employee Theft and Client Coverage:                        | \$5,000  | \$5,000  |
| Deductible - B. Forgery and Alteration:                                      | \$5,000  | \$5,000  |
| Deductible - C. Inside the Premises - Money, Securities and Other Property:  | \$5,000  | \$5,000  |
| Deductible - D. Outside the Premises - Money, Securities and Other Property: | \$5,000  | \$5,000  |
| Deductible - E. Money Orders and Counterfeit Currency:                       | \$5,000  | \$5,000  |
| Deductible - F. Computer and Funds Transfer Fraud:                           | \$5,000  | \$5,000  |



| Deductibles/SIR                                           | Expiring | Proposed |
|-----------------------------------------------------------|----------|----------|
| Deductible - 24 Fraudulent Inducement Insuring Agreement: | \$5,000  | \$5,000  |

| Form Type | Expiring  | Proposed          |
|-----------|-----------|-------------------|
| Form Type | Discovery | Crime - Discovery |

| Endorsements (including but not limited to)                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------------|
| Commercial Lines Policy Jacket - BJP-190-1 0221                                                                                            |
| Policyholder Notice (Loss Assistance Hotline) - Lah-Notice 0813                                                                            |
| Florida Complaint Notice - PI-Notice 0400                                                                                                  |
| Notice Late/Non-Sufficient Funds/Reinstatement Fee - PI-Fees-Notice 1 1119                                                                 |
| Privacy Notice for Commercial Lines - PP2020 0220                                                                                          |
| Common Policy Declarations - CPD-PIIC-CW 0221                                                                                              |
| Fees and Surcharge Schedule - PI-FEE-SCH 0820                                                                                              |
| Florida Countersignature - PI-IL-CS FL 1118                                                                                                |
| Crime Protection Plus Declarations - PI-CRP-01 FL 0605                                                                                     |
| Bell Endorsement - PI-BELL-1 FL 0410                                                                                                       |
| Crisis Management Enhancement Endorsement - PI-CME-1 1009                                                                                  |
| Crime Protection Plus Policy - PI-CRP-02 0605                                                                                              |
| Policy Bridge - Discovery Replacing Loss Sustained - PI-CRP-13 0605                                                                        |
| Crime Protection Plus Pro-Pak - PI-CRP-23 1119                                                                                             |
| Fraudulent Inducement Insuring Agreement - PI-CRP-24 0717                                                                                  |
| Florida Changes - PI-CRP-FL-1 1005                                                                                                         |
| Destruction of Electronic Data or Computer Programs - PI-MANU-1 0100                                                                       |
| Faithful Performance of Duty Coverage - PI-MANU-1 0100                                                                                     |
| Advisory Notice to Florida Policyholders Florida Insurance Guaranty Association (Figa) Figa Surcharge - PI-Notice-Surcharge-FL 2 (05/2023) |

| Exclusions (including but not limited to)                                                                    |
|--------------------------------------------------------------------------------------------------------------|
| Third Party Employee Dishonesty                                                                              |
| Government Action Exclusion                                                                                  |
| Accounting or Arithmetic Errors                                                                              |
| Voluntary Parting of Property                                                                                |
| Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records |
| Any theft or criminal act committed by a partner of the insured                                              |
| Employee Dishonesty (does not apply to Employee Theft Coverage)                                              |

| <b>Other Significant Terms and Conditions/Restrictions:</b>                                                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| Description                                                                                                                                              |
| Cancellation of Prior Insurance – Policies or Bonds Numbered: n/a                                                                                        |
| If the Account is being Premium Financed, premium must be paid on a Fixed Annual Basis and a copy of the executed Premium Finance Agreement is required. |
| Premium breakdown:<br>A.1. Employee Theft and Client Coverage: \$2,233<br>A.2. ERISA Fidelity: Included                                                  |

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

B. Forgery and Alteration: \$424  
C. Inside the Premises - Money, Securities And Other Property: \$424  
D. Outside the Premises - Money, Securities And Other Property: \$213  
E. Money Orders and Counterfeit Currency: \$64  
F. Computer and Funds Transfer Fraud: \$530  
24 Fraudulent Inducement Insr Agreement: \$167

## General Liability

| Carrier Information   | Expiring                        | Proposed                        |
|-----------------------|---------------------------------|---------------------------------|
| Policy Term           | 7/1/2023 - 7/1/2024             | 7/1/2024 - 7/1/2025             |
| Carrier               | Indian Harbor Insurance Company | Indian Harbor Insurance Company |
| A.M. Best Rating      | A+ XV                           | A+ XV                           |
| Admitted/Non-Admitted | Non-Admitted                    | Non-Admitted                    |
| Payment Plan          | Minimum and Deposit: \$16,986   | N/A                             |
| Payment Method        | Direct Bill                     | None                            |

| Premium & Exposures | Expiring                    | Proposed |
|---------------------|-----------------------------|----------|
| Premium             | \$18,752.00                 | \$0.00   |
| TRIA                | \$938.00                    | N/A      |
| Minimum Type        | Minimum And Deposit Premium | None     |
| Estimated Cost      | \$18,752.00                 | \$0.00   |

| Standard Coverages                            | Expiring    | Proposed     |
|-----------------------------------------------|-------------|--------------|
| Each Occurrence Limit                         | \$3,000,000 | Non-Renewing |
| Damage to Premises Rented to You              | Excluded    | Non-Renewing |
| Medical Expense                               | Excluded    | Non-Renewing |
| Personal and Advertising Injury               | Included    | Non-Renewing |
| General Aggregate Limit                       | \$6,000,000 | Non-Renewing |
| Products-Completed Operations Aggregate Limit | \$6,000,000 | Non-Renewing |

| Form Type            | Expiring                       | Proposed     |
|----------------------|--------------------------------|--------------|
| Form Type            | General Liability - Occurrence | Non-Renewing |
| Retroactive Date     | N/A                            | Non-Renewing |
| Pending & Prior Date | N/A                            | Non-Renewing |

| Endorsements (including but not limited to) |
|---------------------------------------------|
| Designated Premises                         |

| Exclusions (including but not limited to)                                                                                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Liability - Bodily Injury and Property Damage from pollutants - Absolute Exclusion                                                                                                          |
| General Liability - Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations |
| General Liability - Employment Related Practices Exclusion                                                                                                                                          |
| General Liability - Liquor Liability Exclusion                                                                                                                                                      |
| General Liability - Aircraft Products Exclusion                                                                                                                                                     |
| General Liability - Professional Liability Exclusion                                                                                                                                                |
| General Liability - Real Property in Your Care, Custody, and Control Exclusion                                                                                                                      |
| General Liability - Absolute Asbestos Exclusion                                                                                                                                                     |
| General Liability - Absolute Lead Exclusion                                                                                                                                                         |
| General Liability - War and Nuclear Hazard                                                                                                                                                          |
| General Liability - Mold / Fungus                                                                                                                                                                   |

| Exclusions (including but not limited to)                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| EBL - Dishonest, fraudulent, criminal or malicious act or omission                                                                                            |
| EBL - Bodily Injury or Property Damage or Personal Injury                                                                                                     |
| EBL - Failure of performance of contract                                                                                                                      |
| EBL - Failure of any investment to perform as represented by you                                                                                              |
| EBL - Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits |
| EBL - Wrongful termination of an employee                                                                                                                     |
| EBL - Coercion, demotion, reassignment, discipline or harassment of an employee                                                                               |
| EBL - Discrimination against an employee                                                                                                                      |

## Terrorism

| Carrier Information   | Proposed                       |
|-----------------------|--------------------------------|
| Policy Term           | 7/1/2024 - 7/1/2025            |
| Carrier               | Underwriters at Lloyd's London |
| Admitted/Non-Admitted | Non-Admitted                   |
| Payment Plan          | 100% Prepaid                   |
| Payment Method        | Agency Bill                    |

| Premium & Exposures | Proposed        |
|---------------------|-----------------|
| Premium             | \$40,815.00     |
| Exposure / TIV      | \$1,054,140,790 |
| Estimated Cost      | \$40,815.00     |

| Standard Coverages                                                             | Proposed      |
|--------------------------------------------------------------------------------|---------------|
| Any One Occurrence and in The Aggregate for Damage and Financial Loss Combined | \$100,000,000 |

| Additional Coverages                                                                                                 | Proposed                                                                                                                                                                                                      |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Sub-Limit of Liability Applies Any One Occurrence and in The Annual Aggregate during the Period of Insurance.</b> |                                                                                                                                                                                                               |
| Brand Rehabilitation                                                                                                 | 10% of the overall Limit of Liability or \$500,000 whichever is less 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 is less                                                                                                                                          |
| Contingent Financial Loss (Customer and Supplier Contingent Extra Expense)                                           | \$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<br>\$500,000 Damage / Financial Loss Combined                                                                                              |
| Damage to Property While in Transit                                                                                  | USD \$500,000 Damage / Financial Loss Combined                                                                                                                                                                |
| Denial of Access                                                                                                     | \$5,000,000                                                                                                                                                                                                   |
| Seepage Contamination and Pollution/Clean Up                                                                         | \$5,000,000                                                                                                                                                                                                   |
| Utilities                                                                                                            | \$5,000,000                                                                                                                                                                                                   |
| Attraction                                                                                                           | \$5,000,000                                                                                                                                                                                                   |
| Contract Works                                                                                                       | \$5,000,000                                                                                                                                                                                                   |
| Extinguishment Expenses                                                                                              | \$500,000                                                                                                                                                                                                     |
| Threat                                                                                                               | \$5,000,000                                                                                                                                                                                                   |

| Deductibles/SIR                                           | Proposed                                                                                                                                                        |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Any One Occurrence for Damage and Financial Loss Combined | \$10,000                                                                                                                                                        |
| Brand Rehabilitation - Any One Occurrence                 | 10%                                                                                                                                                             |
| Contingent Financial Loss - Any One Occurrence            | 5 Hours                                                                                                                                                         |
| Denial of Access                                          | 12 Hours Any One Occurrence Unless the Occurrence is Designated a Crime Scene by a Civil and/or Military Authority When 24 Hours Any One Occurrence Shall Apply |

| Deductibles/SIR                 | Proposed                                                               |
|---------------------------------|------------------------------------------------------------------------|
| Denial of Access                | 48 Hours Any One Occurrence in Respect of Airports/Train Stations/Port |
| Attraction - Any One Occurrence | 7 Days                                                                 |
| Utilities - Any One Occurrence  | 5 Hours                                                                |
| Threat - Any One Occurrence     | 2 Hours                                                                |

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

| <b>Perils Covered:</b> |                                   |
|------------------------|-----------------------------------|
| Type                   | Description                       |
| Special Form Perils    | All-Risk or Named Perils Coverage |

| <b>Other Significant Terms and Conditions/Restrictions:</b>                     |
|---------------------------------------------------------------------------------|
| Description                                                                     |
| 60 Day Premium Payment Condition                                                |
| Terms Subject to Confirmation of No Known or Reported Losses at Time of Binding |
| Insured's Full Trading Name and Address                                         |
| Business Description                                                            |
| Policy Type                                                                     |
| Policy Number                                                                   |
| Lead Insurer(s)                                                                 |
| Period of Associated Policy                                                     |
| Details of All Risks Excess if no Excess Quoted Above                           |
| Detail of the Surplus Lines Broker - Name and License -                         |

## Premium Summary

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

| Line of Coverage                       |                        | Expiring                                 | Proposed                                 |
|----------------------------------------|------------------------|------------------------------------------|------------------------------------------|
|                                        |                        | Zurich American Insurance Company        | Zurich American Insurance Company        |
| Property                               | Premium                | \$730,625.00                             | \$998,404.00                             |
|                                        | <b>Estimated Cost*</b> | <b>\$772,700.30</b>                      | <b>\$1,008,388.04</b>                    |
|                                        | Change (\$)            | -                                        | \$235,687.74                             |
|                                        | Change (%)             | -                                        | 30.50%                                   |
|                                        | Exposure / TIV         | Total Insured Values - \$1,015,051,668   | Total Insured Values - \$1,054,140,790   |
|                                        |                        | Philadelphia Indemnity Insurance Company | Philadelphia Indemnity Insurance Company |
| Crime                                  | Premium                | \$4,055.00                               | \$4,055.00                               |
|                                        | <b>Estimated Cost*</b> | <b>\$4,055.00</b>                        | <b>\$4,095.55</b>                        |
|                                        | Change (\$)            | -                                        | \$40.55                                  |
|                                        | Change (%)             | -                                        | 1.00%                                    |
|                                        |                        | Indian Harbor Insurance Company          | Indian Harbor Insurance Company          |
| General Liability                      | Premium                | \$18,752.00                              | \$0.00                                   |
|                                        | <b>Estimated Cost*</b> | <b>\$18,752.00</b>                       |                                          |
|                                        | Change (\$)            | -                                        | (\$18,752.00)                            |
|                                        | Change (%)             | -                                        | (100.00%)                                |
| <b>Total Program Cost w/ TRIA</b>      |                        | <b>\$795,507.30</b>                      | <b>\$1,012,483.59</b>                    |
| OPTIONAL COVERAGE                      |                        |                                          | Underwriters at Lloyd's London           |
| Terrorism                              | Premium                |                                          | \$40,815.00                              |
|                                        | <b>Estimated Cost*</b> |                                          | <b>\$40,815.00</b>                       |
|                                        | Change (\$)            |                                          |                                          |
|                                        | Change (%)             |                                          |                                          |
|                                        | Exposure / TIV         |                                          | \$1,054,140,790                          |
| <b>Total Program Cost w/ Terrorism</b> |                        | <b>\$795,507.30</b>                      | <b>\$1,004,906.46</b>                    |

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

Quote from **Zurich American Insurance Company (Zurich Insurance Group Ltd)** is valid until 7/1/2024

Quote from **Philadelphia Indemnity Insurance Company (Philadelphia Insurance Company)** is valid until 7/1/2024

Quote from **Indian Harbor Insurance Company (XL Group plc)** is valid until 7/1/2024

Quote from **Underwriters at Lloyd's London** is valid until 7/1/2024

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

**Property**  
**Crime**  
**General Liability**  
**Terrorism**

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.

## Payment Plans

| <i>Carrier / Payable Carrier</i>                                                 | <i>Line Of Coverage</i> | <i>Payment Schedule</i> | <i>Payment Method</i> |
|----------------------------------------------------------------------------------|-------------------------|-------------------------|-----------------------|
| <b>Zurich American Insurance Company<br/>(Zurich Insurance Group Ltd)</b>        | Property                | 100% Prepaid            | Agency Bill           |
| <b>Philadelphia Indemnity Insurance Company (Philadelphia Insurance Company)</b> | Crime                   | Annual, Pre-Paid        | Direct Bill           |
| <b>Indian Harbor Insurance Company (XL Group plc)</b>                            | General Liability       | N/A                     | None                  |
| <b>Underwriters at Lloyd's London</b>                                            | Terrorism               | 100% Prepaid            | Agency Bill           |



## 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.

**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 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.

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.

---

Named Insured

By:

---

Signature of Named Insured

Date

---

Printed Name and Title of Person Signing

---

Name of Excess and Surplus Lines Carrier

---

Type of Insurance

---

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 7/1/2024, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

|                                                                 | Coverage/Carrier                                            | TRIA                                                                |
|-----------------------------------------------------------------|-------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Property</b><br>Zurich American Insurance Company        | <input type="checkbox"/> Accept<br><input type="checkbox"/> Decline |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Crime</b><br>Philadelphia Indemnity Insurance Company    |                                                                     |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>General Liability</b><br>Indian Harbor Insurance Company | <input type="checkbox"/> Accept                                     |
| <input type="checkbox"/> Accept <input type="checkbox"/> Reject | <b>Terrorism</b><br>Underwriters at Lloyd's London          |                                                                     |

### 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.ajg.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

## Bindable Quotations & Compensation Disclosure Schedule

**Client Name:** Tampa Hillsborough County Expressway Authority

| <i>Coverage</i>   | <i>Insurance Company</i>                                                  | <i>Wholesaler, MGA, or Intermediary Name<sup>1</sup></i> | <i>Est. Annual Premium<sup>2</sup></i> | <i>Comm. % or Fee<sup>3</sup></i> | <i>Gallagher U.S. Owned Wholesaler, MGA, or Intermediary % and/or Fee %</i> |
|-------------------|---------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------|-----------------------------------|-----------------------------------------------------------------------------|
| Property          | Zurich American Insurance Company (Zurich Insurance Group Ltd)            | N/A                                                      | \$998,404.00                           | 5.1 %                             |                                                                             |
| Crime             | Philadelphia Indemnity Insurance Company (Philadelphia Insurance Company) | N/A                                                      | \$4,055.00                             | 0 %                               |                                                                             |
| General Liability | Indian Harbor Insurance Company (XL Group plc)                            | N/A                                                      | \$0.00                                 | 0 %                               |                                                                             |
| Terrorism         | Underwriters at Lloyd's London                                            | Arthur J Gallagher (UK) Limited                          | \$40,815.00                            | 15 %                              | 15 %                                                                        |

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.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

\* Gallagher is receiving 5.1% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

## Binding Requirements

| <i>Coverage (Issuing Carrier)</i>                           | <i>Binding Requirements</i>                                                                                                           |
|-------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <b>Property</b><br>Zurich American Insurance Company        | N/A                                                                                                                                   |
| <b>Crime</b><br>Philadelphia Indemnity Insurance Company    | Subject to:<br>-Risk Management Contact Name, Phone Number and Email Address at the insured's location.                               |
| <b>General Liability</b><br>Indian Harbor Insurance Company | Subject to:<br>- Acceptance or Rejection of Terrorism Insurance Coverage<br>- Require full details on any agreement changes mid-term. |
| <b>Terrorism</b><br>Underwriters at Lloyd's London          | 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: Property                                                                                   | Report To:                                                                                                                                                                                                                                                                   |
|------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Zurich American Insurance Company<br>Policy Number: TBD<br>Policy Term: 7/1/2024 - 7/1/2025 | Insurer/TPA Name: Zurich American Insurance Company<br>Phone: 800-987-3373<br>Fax: 877-962-2567<br>Email: <a href="mailto:USZ_CareCenter@Zurichna.com">USZ_CareCenter@Zurichna.com</a><br>Web: <a href="https://www.zurichna.com/claims">https://www.zurichna.com/claims</a> |

| Coverage: Crime                                                                                             | Report To:                                                                                                                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Philadelphia Indemnity Insurance Company<br>Policy Number: TBD<br>Policy Term: 7/1/2024 - 7/1/2025 | Insurer/TPA Name: Philadelphia Indemnity Insurance Company<br>Phone: 800.765.9749<br>Fax: 800.685.9238<br>Email: <a href="mailto:claimsreport@phly.com">claimsreport@phly.com</a><br>Web: <a href="https://www.phly.com/Claims/default.aspx">https://www.phly.com/Claims/default.aspx</a> |

| Coverage: Terrorism                                                                                  | Report To:                                                                                                                      |
|------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Insurer: Underwriters at Lloyd's of London<br>Policy Number: TBD<br>Policy Term: 7/1/2024 – 7/1/2025 | Phone: 855-497-0578<br>Fax: 225-663-3224<br>Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a> |

### Reporting to Gallagher or Assistance in Reporting

| Coverage(s):                                                    | Report To:                                                                                                                      |
|-----------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| <b>Gallagher Claim Center</b><br>Policy Number:<br>Policy Term: | Phone: 855-497-0578<br>Fax: 225-663-3224<br>Email: <a href="mailto:ggb.nrcclaimscenter@ajg.com">ggb.nrcclaimscenter@ajg.com</a> |

# Statement of Values

| 2024 TOTAL INSURED VALUES |                 |
|---------------------------|-----------------|
| PROPERTY VALUES           | \$923,340,790   |
| LOSS OF REVENUE           | \$130,800,000   |
| TOTAL INSURED VALUES      | \$1,054,140,790 |

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

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

Signature: \_\_\_\_\_

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

IV. A. Approval of the Minutes from the April 22, 2024, Board Meeting and the May 6, 2024, Workshop

Tampa-Hillsborough County Expressway Authority  
Minutes of the April 22, 2024, 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 April 22, 2024, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

**ATTENDANCE**

**Board:**

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

FDOT District Secretary David Gwynn  
Commissioner Donna Cepeda

**Staff:**

Greg Slater  
Amy Lettelleir  
Jeff Seward  
Bob Frey  
Keisha Boyd  
Shari Callahan  
Tim Garrett  
Judith Villegas  
Charlene Varian  
Chaketa Mister

Lisa Pessina  
Tiana Hill  
Felipe Velasco  
Emma Antolinez  
Brian Ramirez  
Gary Holland  
Anna Quinones  
Frederick Pekala  
Szabina Szenassy

**Others:**

Scarlett Sharpe, WSP  
Nicole Dufva, WSP  
Joseph Stanton, NMRS  
Phil Eshelman, Stantec  
Len Becker, HNTB  
Jim Drapp, HNTB  
Kevin Hoeflich, HNTB  
Snehal Ambare, CDM Smith  
Brent Wilder, PFM  
Johnathan Tursky, TransCore  
Scott Garth, DRMP  
Rick Patterson, Raymond James  
Mark Easley, HW Lochner  
Alex Bourne, RS&H

Darren Morse, SPP  
Sally Dee, Playbook  
Steve Williams, Infotect  
Wilderries Rodriguez, Infotect  
Brad Lang, Infotect  
Doug Draper, B of A  
Joey Roselli, ASI



## Call to Order and Pledge of Allegiance

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

## Public Input/Public Presentations

There was no public comment.

## Consent Agenda

Approval of the Minutes from the February 26, 2024, Board Meeting and the March 11, 2024, Board Workshop.

Approval of potential Board member travel.

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

*The motion passed unanimously.*

## Discussion/Action Items

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

### GIS Consultant Support from ESRI

Mr. Frey presented a task to provide spatial analysis support in establishing a THEA GIS system to analyze data for the agency's operations, safety, and key performance indicators. The product will integrate existing data flows with spatial information and make data available to THEA staff and Board members.

The requested action is for the Board to authorize the Executive Director to execute a task order with ESRI to accomplish GIS system integration in an amount not to exceed \$137,325.

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

*The motion passed unanimously.*

### Whiting Street PD&E Final Approval

Mr. Frey presented a request for final approval of the Whiting Street PD&E Study which:

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

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

***The motion passed unanimously.***

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

Mr. Frey presented Resolution 674, which accepts the Whiting Street PD&E and approves the alignments therein. He requested Board approval of Resolution 674.

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

***The motion passed unanimously.***

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

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

Ms. Villegas introduced an item to engage the services of a CEI consultant to perform field engineering and testing for the resurfacing improvements from 78th Street East to Falkenburg Road on the eastern portion of the Selmon Expressway. She noted that the Board previously approved the design and construction efforts in February, and negotiations were conducted and finalized with Consor Engineering (selected previously for task-driven contracts for minor design and CEI projects).

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

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

Mr. Slater asked Ms. Villegas about the current resurfacing project. Ms. Villegas advised that nightly lane closures are occurring, and we have not received any complaints.

***The motion passed unanimously.***

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

The next item presented by Ms. Villegas was to provide all the labor, materials, equipment, and incidentals necessary to clean, seal, and waterproof the thirteen straddle bents supporting parts of the REL.

The requested action is for the Board to approve the selection of the lowest bid from Razorback, LLC for \$208,811 for cleaning, sealing, and waterproofing the thirteen straddle bents supporting portions of the REL and authorize and direct staff to negotiate a contract with Razorback. The contract is subject to review and approval of THEA General Counsel.

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

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

***The motion passed unanimously.***

Chairman Cassidy asked about the price discrepancies and what might be causing them.

Mr. Slater advised that THEA contacted each of these firms to get an explanation. One firm did not conduct a site visit and prepared their bid based on aerials.

Ms. Villegas added that a lot of the cost comes from estimating for MOT and we think others were not aware of the roadway and the need for MOT and overshot their estimates.

#### **CEI – Straddle Bent Sealing**

Ms. Villegas presented the need to engage the services of a CEI consultant, Consor Engineering, to perform field engineering and testing for the contract work called for in the previous item – the Straddle Bent Sealing Project. Negotiations were conducted and finalized with Consor Engineering (selected previously for task-driven contracts for minor design and CEI projects).

The requested action is for the Board to authorize the Executive Director to execute a purchase order with Consor Engineering for \$92,924 to provide CEI services for the Straddle Bent Sealing Project.

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

***The motion passed unanimously.***

#### **THEA Headquarters Roof Replacement – Contractor Selection**

Next, Ms. Villegas presented the THEA roof replacement project. The purpose of this item is to provide all the labor, materials, equipment, and incidentals necessary to replace the THEA headquarters roof. She noted that patching was completed as part of the building renovations in 2021, but leaking persists during major rainstorm events.

The requested action is for the Board to approve the selection of the lowest bid from CMM Roofing for \$192,950 to remove and replace the THEA headquarters roof and authorize and direct staff to negotiate a contract with CMM Roofing. The contract is subject to review and approval of THEA General Counsel.

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

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

*The motion passed unanimously.*

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

Ms. Villegas moved on to an item that would allow THEA to reimburse Coca-Cola for the construction of the expressway improvements at the eastbound exit at 301. She pointed out that these capacity and safety improvements complement the work Coca-Cola must do to comply with their agreement with FDOT for increased access to their production plant at the southwest corner of the expressway and US 301. By having Coca-Cola complete the construction work, THEA will save time and money and ensure that the expressway improvements blend seamlessly with the Coca-Cola civil work. All work is within THEA's right-of-way and solely benefits THEA’s customers.

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

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

The requested action is for the Board to authorize the Executive Director to execute an agreement with Coca-Cola Florida to reimburse for the construction of capacity and safety improvements at the expressway eastbound exit to US 301 for a not-to-exceed amount of \$2,544,660.

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

***The motion passed unanimously.***

#### **Webber Infrastructure Management – Six-Month Contract Extension**

Finally, Ms. Villegas presented a request to extend the contract with Webber Infrastructure Management for an additional six months, from July 1, 2024, through December 31, 2024, to continue the contract requirements for maintaining all highway and bridge assets listed in the contract.

The requested action is for the Board to authorize the Executive Director to sign a task order with Webber Infrastructure Management, extending the contract for six months for \$1,171,948.62 to continue maintaining THEA's highway and bridge assets.

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

***The motion passed unanimously.***

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

##### **Operational Back-Office System Support Increase**

Mr. Garrett presented a request to utilize additional services from Gannett Fleming and RS&H to support the procurement of the operational back office. He noted that the services include updating the procurement documents to allow for a mixture of on-premises and in-cloud solutions from prospective proposers including an updated engineers estimate, supporting an industry forum, supporting response to proposers' questions and answers, support for contractor demonstrations/oral technical presentations during the procurement and preparation of any required addendums.

The requested action is for the Board to authorize the Executive Director to execute a new purchase order with Gannett Fleming for \$217,290 and a new purchase order to RS&H for \$98,473 to provide additional services in support of the operational back office procurement through contracting of the operational back office contractor.

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

***The motion passed unanimously.***

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

### **Revenue Sufficiency Resolution 673**

Mr. Seward briefly discussed the requirement of the Master Bond Resolution to conduct a traffic and revenue analysis each year to ensure we have revenue sufficiency to cover our work program, debt obligations, and the budget for the following year. He introduced Phil Eshelman with Stantec, to present the Traffic and Revenue Forecast. Mr. Eshelman provided an update on the following:

- FY2024 Transaction and Revenue Growth
  - Consistent year-over-year growth of 3-4 percent when normalizing for hurricanes.
  - Anticipate continued strong growth through the remainder of the fiscal year.
- FY2024 Transaction and Revenue Forecast Performance
  - Confident FY24 forecast for both transactions and revenue will be met.
  - Strong footing for FY25.
- FY2025 Transaction and Revenue Forecast
  - Normalized and adjusted for hurricanes.
  - Estimated ~2% growth from FY24.
  - Standard rate escalation, 2.5%, and existing relationships between payment types.
- FY2025 Traffic and Revenue Forecast
  - Normalized FY24 transactions and revenue with accommodations for hurricanes.
  - Continued growth into 2025 (~2%), tempering from FY24 actual growth (~3.5%).
  - Base Toll Policy of toll escalation at 2.5 percent.
- Revenue Sufficiency Certificate Tests
  - Toll Coverage Requirement for Net System Revenue is 1.3 – THEA is expected to achieve 2.19 in FY25.
  - Toll Coverage Requirement for System Gross Revenue is 1.0 – THEA is expected to achieve 1.54 in FY25.

Chairman Cassidy asked what the debt service is. Mr. Eshelman noted the debt service in FY25 is \$48M. The Chairman asked if the other revenue was investment revenue. Ms. Lettelleir replied in the affirmative. Mr. Slater noted that THEA is putting a lot more money to work in FY25 with major construction and improvements with South Selmon and we are starting to see that impact.

Mr. Seward added that THEA is putting money away strategically in anticipation of the South Selmon Capacity Project to offset the cost of borrowing.

Next, Mr. Seward presented Resolution 673 – Revenue Sufficiency Resolution. He reported that THEA has received the Revenue Sufficiency Certificate prepared by Stantec, who has determined that net system revenues and gross system revenues will be sufficient to comply with the provisions of the Master Bond Resolution for the fiscal year ending June 30, 2025.

He requested Board approval of Resolution No. 673 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. Weatherford.***

***The motion passed unanimously.***

### **Investment Advisory Services**

Mr. Seward presented an item to procure professional investment advisory services for the portfolio management of THEA’s operating bond funds, debt service, and capital funds. THEA received six proposals in response to the Investment Advisory Services Request for Qualifications. The Evaluation Committee scored and ranked the firms as follows:

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

The requested action is for the Board to authorize and direct staff to negotiate and execute a contract with the highest-ranked firm. If negotiations are unsuccessful, staff shall negotiate with the next highest-ranked firm. Contract is subject to review and approval of THEA General Counsel.

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

***The motion passed unanimously.***

## **Team Reports**

**Planning & Innovation** – Mr. Frey provided an update on the US 301 PD&E Study, first providing some background about increasing development and demand on US 301, and projected corridor population growth. He pointed out that we are seeing heavy population growth in South Hillsborough County.

Mr. Frey discussed the analysis conducted by the Transportation Planning Organization, which found extensive support for elevated travel options and anticipate moving the project to the top three in their 2050 Long Range Transportation Plan (LRTP). The project ranked seventh in the 2045 LRTP. The analysis also suggests a strong potential for congestion reduction.

Chairman Cassidy asked about the pie chart indicating 21% negative feedback. Mr. Slater explained that those comments came from another area north of us who likely are not in favor because they want the money going to a local project.

Mr. Frey reviewed the project development process, noting that we are in the planning phase (pre-PD&E), which entails:

- Efficient Transportation Decision Making (ETDM) Screening – which has been initiated and will be ongoing through the PD&E
- Data Collection and Assessment – Traffic data collection is complete. The next step is traffic analysis
- Stakeholder and community engagement, listening and initiation will occur over the summer with several workshops, in person and virtual. We will coordinate with the TPO to ensure compatibility with their community plans.
- ETDM screening is complete and will go to Tallahassee for review. The purpose and need have been approved by FDOT District 7.
- Traffic data collection is complete. The results show that average speeds drop below 20 mph on a significant portion of the corridor; significant crashes within the corridor; and the average trip is thirty miles and 46 minutes.

Chairman Cassidy asked if this trip average is for US 301 only or if it includes I-75. Mr. Frey responded that it is only for US 301.

Continuing with Traffic Data Collection, Mr. Frey noted that US 301 is already over-capacity during peak periods. An additional north/south limited-access facility would provide extra capacity during incidents/closures on parallel corridors or during a hurricane evacuation.



- The engagement strategy is complete and implementation is underway. Phase 1 consists of listening and data collection; Phase 2 entails active collaboration; Phase 3 is Project Development & Environment (PD&E) Study; Phase 4 is construction coordination. He also pointed out that the US 301 website is complete, a public survey will be administered, project fact sheets will be disseminated, and public presentations will be delivered.

Chairman Cassidy asked about the timeline. Mr. Slater, speaking from both a construction and a financial perspective, as we near the closing stage of the East Selmon PD&E followed by the construction of South Selmon, the Board will need to discuss whether we want to add additional capacity to the existing system or expand the system first. The original thought was to go south, then east, then work our way down – that is ten to twelve years. The timeline could accelerate by doing an expansion down in the south instead of going to the east.

He added that THEA does intend to coordinate with the county on some outreach over the summer.

**Toll Operations** – Mr. Garrett presented the weekly and monthly transactions for March, which is traditionally the busiest month on the expressway. We are averaging approximately 1.6M transactions per week. Looking at the weekday transactions we notice a trend, the highest increase is 17.1% on the REL followed by the West Extension. Overall, we saw a 3.5% increase. Finally, he reported that of the total transactions, 68% were from transponder accounts and the remaining 32% were Toll-By-Plate. We hope to see more transponder accounts with the implementation of the new RTCS and OBOS combined with some of the other initiatives we have planned.

Mr. Slater briefly discussed daily transactions noting that records were broken a number of times last year - the last one being the Taylor Swift concert, which broke the record by 4,000 transactions. We broke that record on March 1, 2024, with no events happening – just growth.

**Strategy, Communications & Community Engagement** – Ms. Boyd updated the Board on THEA in the media reporting a 1.3% increase in total audience and a 518.9% increase in total net audience growth, most of which is due to a podcast Mr. Slater participated in. Impressions, engagements, and post clicks are also up considerably.

In the community – THEA participated in MacDill Airfest, Career Day at Academy Prep, Leadership Tampa Bay’s Power of Access, Girl Scout’s Women of Distinction, TBBJ Mentoring Monday, Leadership Tampa’s Transportation Panel, and Brian Pickard was a featured speaker at the ASHE event.

Finally, Ms. Boyd gave an update on the Selmon East PDE public hearing. We had a number of business owners and residents come out to share their opinions. We also had comments come in over the weekend – mostly positive – and we are responding to those comments.

## Executive Reports

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

**Contract Renewals and Expirations** – Mr. Slater reported that THEA has eight contracts expiring:

- Burgess & Niple for Misc. Design & Construction Services
- HDR Engineering, WGI, and RS&H for Misc Planning & Traffic Services
- Kimley-Horn for Misc. Trails, Parks & Community Enhancement
- Marlin Engineering and Yunex for Misc. Emerging Tech Services
- PFM Financial Advisors for Financial Advisory Services

He also reported there are another seven contracts that are eligible for renewal – those include:

First One-Year Renewals:

- BCC Engineering for Professional Engineering Services
- Milligan Partners and RS&H for Misc. Toll Operations Support

Second One-Year Renewals:

- Calvin Gloedano & Assoc for Misc. Trails, Parks & Community Enhancement
- KCI Technologies and Kisinger Campo/Misc. Design & Construction Inspection CEI
- Vistra Communications for Marketing and Communication Services

**Executive Director Report** - Mr. Slater thanked Bob Frey, Keisha Boyd, and the whole team for a successful public meeting on the East Selmon PD&E. We heard a lot of great insight from the community for us to weave into the final solution that comes to the Board.

He also discussed THEA's ongoing partnership with the Hillsborough County Tax Collector's office, noting that we are working to expand the program into other counties, including Pinellas, Pasco, Charlotte, and Hernando.

Mr. Slater reported on the East Selmon emergency paving approved by the board at the last meeting. THEA has successfully relieved some of the urgency, reducing the need to use the entire amount authorized.

He reminded the Board that the budget workshop is scheduled for May 6, and the May Board meeting is May 20. There is no need for a June workshop, and he will be briefing Board members in early June for the June 24 Board meeting.

Mr. Slater announced that the city is doing a project on E. Twiggs Street, so access will be limited. We will continue to share information as it comes in.

Finally, Mr. Slater recognized Lisa Pessina and Julie Aure for their 5-year work anniversaries.

**General Counsel** – *Amy Lettelleir*

No report.

**Chairman** – *Vincent Cassidy*

**Upcoming Meetings**

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

**Old Business**

None.

**New Business**

District 7 Secretary Gwynn announced that FDOT is opening the Gateway Expressway, which is a brand-new toll facility in Pinellas County. It will open midday on Friday and be toll-free for a week. We are also opening the first segment of the express lanes I-275, and they will tie into the Howard Frankland express lanes around this time next year, and the Westshore interchange will tie into that.

**Adjournment**

The meeting adjourned at 2:16.

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

**DATED THIS 24TH DAY OF JUNE 2024.**

Tampa-Hillsborough County Expressway Authority  
Minutes of the May 6, 2024, Board Workshop  
1104 E. Twiggs Street  
Tampa, FL 33602

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The Tampa-Hillsborough County Expressway Authority held a public meeting at 1:30 p.m. on May 6, 2024, at THEA Headquarters, 1104 E. Twiggs Street in Tampa Florida. The following were present:

**BOARD:**

Vincent Cassidy, Chairman  
Bennett Barrow, Vice Chairman  
FDOT District 7 Secretary David Gwynn, Member

**STAFF:**

|                 |                  |
|-----------------|------------------|
| Greg Slater     | Emma Antolinez   |
| Amy Lettelleir  | Shannon Bush     |
| Bob Frey        | Toni Nhlapo      |
| Brian Pickard   | Gary Holland     |
| Jeff Seward     | Brian Ramirez    |
| Keisha Boyd     | Elizabeth Gray   |
| Shari Callahan  | Julie Aure       |
| Charlene Varian | Szabina Szenassy |
| Chaketa Mister  | Anna Quinones    |

**OTHERS:**

Jim Drapp, HNTB  
Christina Matthews, WSP  
Scarlett Sharpe, WSP

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

Mr. Slater provided an overview of what the board can expect from the workshop. He thanked Mr. Seward and the Finance Team, as well as Mr. Frey and the Planning team for the work that was put into this workshop.

Mr. Slater reviewed the strategic model, noting that over the last few years, THEA has seen record growth on the system, while the operational growth and organizational growth have been more marginal and more strategic.

This budget focuses on ROI for every dollar, strategic growth, and moving to the organizational structure needed to deliver and support the large capital program over the next ten to fifteen years while serving the growing community

This budget will result in:

- The start of the South Selmon Capacity Project
- A full inventory of THEA assets in a modern GIS system
- New asset management and landscape contracts with a higher system performance standard
- A new OBOS and RTCS
- A new ERP system
- Outsourced payroll
- Fractional HR resources
- Business continuity plans
- Advanced cyber security systems and training programs
- New partnerships with Tax Collectors' Offices
- New video walls for tomorrow's operations
- Plans for US 301, our underpasses, and real estate assets

When we present the final budget in June, you will also see an organizational list of goals to accomplish. A year from now, when we present the FY26 budget, you will see a list of what we accomplished in FY2025 and a series of KPIs around organization performance and health – all of which are integrated with the new Strategic Blueprint and serves as a baseline for what we are going to do.

### **Work Plan**

Mr. Frey presented the Draft FY25 Work Program starting with a summary, noting an FY25 Budget of \$129,937,000 which includes \$17,053,000 for Preservation and \$112,884,000 for Enhancements. He moved on to more detail about the Preservation Program and the Enhancement Program, highlighting major projects for each category. Mr. Frey presented the Work Program statistics, noting 105 projects with the South Selmon Capacity project accounting for the majority of the budget.

Mr. Frey highlighted 20 new projects totaling about \$106M and showed how they align with the goals of the Strategic Blueprint. Finally, he reviewed current grant pursuits.

### **Budget**

Mr. Seward presented an overview of the FY25 budget development process followed by FY25 Revenue Projections. He pointed out net revenue growth is projected to be 9.93%, with miscellaneous revenue remaining flat and investment/interest earnings increasing.

He noted that THEA has applied the minimum 2.5% annual toll indexing, with the toll-by-plate differential remaining unchanged.

Chairman Cassidy asked if the goal is to move more users to SunPass, is the \$.36 differential enough of an incentive to get people to switch.

Mr. Slater noted that THEA's differential is the lowest in the region. He also pointed out that we will implement a marketing campaign in the coming year to encourage users to switch to SunPass.

The Chairman asked about the cost to collect and the SunPass/Toll-by-Plate user ratio of other agencies. Mr. Slater advised that both the cost to collect and the ratio are about the same region-wide.

Secretary Gwynn asked if it was possible to discern the number of users who use Toll-by-Plate who are not from the area. Mr. Slater noted that we could make that determination, adding that we have a lot of EZPass users and others who use the expressway, which all end up being toll-by-plate.

Mr. Seward moved on to a departmental expenditure overview, noting key drivers to changes.

#### **Personnel**

- 3% COLA
- 10% estimated increase in health care; 6% for dental and vision
- Addition of one new FTE and reclassification of one currently budgeted FTE
- Represents 32 FTEs and three interns
- Includes increases for pension expense/accrued leave expenses
- Anticipated capitalized salaries are higher due to the robust FY25 capital program

#### **Toll Operations**

- Florida Turnpike mandated expenses
- Toll collections
- Toll system maintenance and support
- Other toll operations

#### **Operation and Maintenance**

- Roadway & facilities maintenance
- Landscape/Hardscape Brandon Parkway and Meridian
- Intelligent Transportation System (ITS) and other expenses

#### **Information Technology**

- Continued consolidation and centralization of IT and ITS activities into the IT budget
- First full year of new department
- Increases in expenditures for cyber security management

#### **Planning and Innovation**

- Addition of Planning and Innovation into its own budget work center for FY25 moving from Professional Services to its own work unit
- Each FY budget will be based on a zero-based approach dependent on the next year's organizational priorities and goals

Chairman Cassidy asked Mr. Seward if he has considered allocating payroll expenses across the verticals to get a true cost. Mr. Seward noted that he would need a couple of years of the new baseline to get a feel for those non-personnel expenses – then the personnel costs could be rolled back into the units.

The Chairman noted that while looking at building KPIs, you would not have a holistic approach if you excluded payroll costs. Mr. Slater concurred.

### **Communications**

- Newly developed communications/marketing plan objectives and KPIs

### **General Counsel, Human Resources, and Procurement**

- Addition of General Counsel, Human Resources and Procurement/Contracts into its own budget work center
- Addition of two new budget line activities:
  - Cyber security and litigation legal support services
  - HR support and consulting services

### **Professional Services**

- Estimated 30% increase in bridge, property, and anti-fraud insurance
- Estimated 10% increase in general liability, auto, worker's comp, and cyber security insurance

There was a brief discussion about diversifying coverage to cut costs. Mr. Slater did not recommend decreasing coverage.

### **Administrative**

- \$1.3M of FY24 expenditures reallocation, moved, or consolidated into other work units for FY25

Finally, Mr. Seward summarized and noted the key takeaways, which included:

- Toll revenue increased by 3.13%; total revenue increased 9.93%
- Expenditures increased by 13.82%
- FY25 Capital Work Program is fully funded, including RTCS and OBOS projects, and FY25's South Selmon Capacity expenditures
- Estimated Debt Service ratio of 2.97 at the close of FY25
- FY25 is the last year before the start of THEA's annual repayment of FDOT debt; \$10.6M annually; total over 20 years of \$213,833,835

Chairman Cassidy asked for FY2024 forecasted debt service. Mr. Seward responded that it was 2.67 for FY2024.

Finally, Mr. Seward announced the final budget adoption will be on the June 24, 2024, Board agenda.

The Chairman asked if the only variable is the final number on insurance. Mr. Seward responded in the affirmative.

Mr. Slater mentioned that the T&R forecast now factors in for hurricane disruption and we are including that in the budget.

The Chairman asked if items we have received from the rating agencies have been addressed in the budget. Mr. Slater replied in the affirmative, adding that we have met every requirement.

Mr. Barrow asked about toll indexing/CPI and what it came in at. Mr. Slater noted 4% (five-year average).

Mr. Slater explained that last year, we stayed with the 2.5, but there will be a point that we will have to go beyond that, but we need to discuss a gradual increase with a long-term outlook.

Chairman Cassidy requested, at some time in the future, that staff benchmark the board on free cash flow against revenue and how that compares to our peers.

Mr. Barrow asked what percent of the Selmon West Extension is total revenue. Mr. Slater will get back to the board with that number.

Mr. Slater announced the May Board meeting is not needed and will be canceled.

With no further business, the meeting was adjourned at 2:34 p.m.

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

**DATED THIS 24TH DAY OF JUNE 2024.**



#### IV. B. 1. LIDAR and ArcGIS Updates - HNTB

**HNTB PR 2025XXXX**

**HI-0277 C-XX**

**Selmon LiDAR & ArcGIS System Updates (7/1/24-6/30/25)**

**Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide support to assist THEA Staff in the implementation of these updates. This task work order is for support services from 7/1/24 - 6/30/25.

**Scope**

The Tampa Hillsborough Expressway Authority is requesting Engineering services including project management, LiDAR and ArcGIS services related to a the Safety Upgrades of the THEA System identified as priorities in the annual THEA Safety Audit.

The project scope includes:

t

Provide Project Management Coordination

Provide system LiDAR and ArcGIS inventory and updates.



#### IV. B. 2. SWE Inspection Support - HNTB

**HNTB PR 2025XXXX**

**HI-0304 C-XX**

**Post Tensioned Bridge Monitoring Development Support (7/1/24 - 6/30/25)  
Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering and administrative support to meet the requirements of the THEA Post Tensioned Bridge Monitoring program. Services from 7/1/24 - 6/30/25.

**Scope**

HNTB shall provide administrative/program management support services to oversee the THEA Post Tensioned Bridge Monitoring Program. These services include:

- 1) Attendance as requested by THEA at Board Meetings, Staff Meetings and other miscellaneous meetings.
- 2) Coordinate and oversee THEA-s Post Tensioned Bridge Monitoring Program Development and implementation.
- 3) Represent THEA as requested in coordinationmeeting with other agencies.
- 7) Other miscellaneous support services as requested by THEA staff.

| SUMMARY FEE SHEET                                     |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
|-------------------------------------------------------|--|-----------------------------------------|-------------------|-----------------|-------------------|-----------------------------------------------------------|-------------------------------------------------------------------------|------------------|-------------------|--------------------|-------------------|------------------|-------------------|----------------|-------------------|--------------|-------------------|----------------------------|-------------------------------|------------------------|---------|
| ATTACHMENT "A"                                        |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
| PROJECT DESCRIPTION:                                  |  | Tampa-Hillsborough Expressway Authority |                   |                 |                   |                                                           | HNTB PR 2025XXXX                                                        |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
| GEC CONTRACT NO.                                      |  | O-00121                                 |                   |                 |                   |                                                           | Post Tensioned Bridge Monitoring Development Support (7/1/24 - 6/30/25) |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
| CPMP                                                  |  | HI-0304 C-XX                            |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
| PRIME CONSULTANT:                                     |  | HNTB Corporation                        |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
|                                                       |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
|                                                       |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
|                                                       |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
| ACTIVITY                                              |  | Sr. Technical Advisor                   |                   | Project Manager |                   | Chief Eng./Planner<br>Sr. Proj. Eng.                      |                                                                         | Sr. Eng./Planner |                   | Proj. Eng./Planner |                   | Engineer/Planner |                   | Sr. Technician |                   | Clerical     |                   | TOTAL                      |                               |                        |         |
|                                                       |  | Man<br>Hours                            | Hourly Rate<br>\$ | Man<br>Hours    | Hourly Rate<br>\$ | Man<br>Hours                                              | Hourly Rate<br>\$                                                       | Man<br>Hours     | Hourly Rate<br>\$ | Man<br>Hours       | Hourly Rate<br>\$ | Man<br>Hours     | Hourly Rate<br>\$ | Man<br>Hours   | Hourly Rate<br>\$ | Man<br>Hours | Hourly Rate<br>\$ | Manhours<br>By<br>Activity | Salary Cost<br>By<br>Activity | Avg.<br>Hourly<br>Rate |         |
| Post Tensioned Bridge Monitoring Developoment         |  | 24                                      | \$4,160.88        | 72              | \$10,406.88       | 80                                                        | \$8,175.20                                                              | 80               | \$6,396.00        | 62                 | \$3,820.44        | 48               | \$2,314.08        | 49             | \$1,908.55        | 30           | \$679.80          | 445                        | \$37,861.83                   | \$85.08                |         |
| Executive Director Advisor                            |  | 88                                      | \$15,256.56       |                 | \$0.00            |                                                           | \$0.00                                                                  |                  | \$0.00            |                    | \$0.00            |                  | \$0.00            |                | \$0.00            |              | \$0.00            | 88                         | \$15,256.56                   | \$173.37               |         |
| Total<br>Man Hours                                    |  | Total Salary<br>[(MHxHR)]               | 24                | \$19,417.44     | 72                | \$10,406.88                                               | 80                                                                      | \$8,175.20       | 80                | \$6,396.00         | 62                | \$3,820.44       | 48                | \$2,314.08     | 49                | \$1,908.55   | 30                | \$679.80                   | 533                           | \$53,118.39            | \$99.66 |
| Basic Activities Maximum Limiting Fees (Salary Costs) |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   | \$53,118.39                |                               |                        |         |
| Cost Elements & Additives                             |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               |                        |         |
| (a) 2.78 Multiplier                                   |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               | \$147,669.12           |         |
| Direct Expenses                                       |  | 4.37%                                   |                   | \$ 2,321.27     |                   | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   | \$147,669.12               |                               |                        |         |
| (d) Direct Reimbursables                              |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               | \$2,321.27             |         |
| Total Project Cost:                                   |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               | \$149,990.40           |         |
| Maximum Limiting Amount:                              |  |                                         |                   |                 |                   |                                                           |                                                                         |                  |                   |                    |                   |                  |                   |                |                   |              |                   |                            |                               | \$150,000.00           |         |

#### IV. B. 3. Incident Management Implementation - HNTB

**O-00121**

**HI-0069 D-XX**

**ITS Incident Management Design Support (7/1/24 - 6/30/25)**

**Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering support to meet the requirements of THEA to develop and implement an Incident Management Plan to support THEA's facility, AV/CV & ITS activities.

**Scope**

Services to be performed include:

1. Assist THEA staff as required to develop an Incident Management Plan to support THEA's facility, AV/CV & ITS programs.
2. Assist THEA staff in preparing project packages for projects identified in the Incident Management Plan to support THEA's facilities, AV/CV & ITS programs.
3. Assist THEA staff in coordinating with other stakeholders such as COT and FDOT and attending meetings as requested to support THEA's Incident Management program.

Services from 7/1/24 - 6/30/25.



| SUMMARY FEE SHEET                                         |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            |                               |                        |
|-----------------------------------------------------------|---------------------------|-----------------------|--------------------------|-----------------------------------|--------------------------|----------------------------------|--------------------------|--------------------------|-------------------------|------------------|-------------------------|----------------|-------------------------|--------------|-------------------------------------------------------|----------------------------|-------------------------------|------------------------|
| ATTACHMENT "A"                                            |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            |                               |                        |
| HNTB PR 202500XX                                          |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            |                               |                        |
| ITS Incident Management Design Support (7/1/24 - 6/30/25) |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            |                               |                        |
| PRIME CONSULTANT: HNTB Corporation                        |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            |                               |                        |
|                                                           |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            |                               |                        |
| ACTIVITY                                                  |                           | Sr. Technical Advisor |                          | Project Manager<br>Sr. Proj. Eng. |                          | Chief. Eng./Planner/<br>Designer |                          | Sr. Engineer/<br>Planner |                         | Engineer/Planner |                         | Sr. Technician |                         | Clerical     |                                                       | TOTAL                      |                               | Avg.<br>Hourly<br>Rate |
|                                                           |                           | Man<br>Hours          | Hourly Rate<br>\$ 173.37 | Man<br>Hours                      | Hourly Rate<br>\$ 144.54 | Man<br>Hours                     | Hourly Rate<br>\$ 102.19 | Man<br>Hours             | Hourly Rate<br>\$ 79.95 | Man<br>Hours     | Hourly Rate<br>\$ 48.21 | Man<br>Hours   | Hourly Rate<br>\$ 38.95 | Man<br>Hours | Hourly Rate<br>\$ 22.66                               | Manhours<br>By<br>Activity | Salary Cost<br>By<br>Activity |                        |
| Incident Management Design Support                        |                           | 16                    | \$2,773.92               | 64                                | \$9,250.56               | 76                               | \$7,766.44               | 81                       | \$6,475.95              | 82               | \$3,953.22              | 36             | \$1,402.20              | 11           | \$249.26                                              | 366                        | \$31,871.55                   | \$87.08                |
| Total<br>Man Hours                                        | Total Salary<br>[(MHxHR)] | 16                    | \$2,773.92               | 64                                | \$9,250.56               | 76                               | \$7,766.44               | 81                       | \$6,475.95              | 82               | \$3,953.22              | 36             | \$1,402.20              | 11           | \$249.26                                              | 366                        | \$31,871.55                   | \$87.08                |
|                                                           |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            | Total                         |                        |
|                                                           |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              | Basic Activities Maximum Limiting Fees (Salary Costs) |                            | \$31,871.55                   |                        |
|                                                           |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              | Cost Elements & Additives<br>(a) 2.78 Multiplier      |                            | \$88,602.91                   |                        |
| SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            | \$88,602.91                   |                        |
|                                                           |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              | (d) Direct Reimbursables<br>Subconsultants- None      |                            | \$1,392.79                    |                        |
| Total Project Cost:                                       |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            | \$89,995.70                   |                        |
| Budget Amount:                                            |                           |                       |                          |                                   |                          |                                  |                          |                          |                         |                  |                         |                |                         |              |                                                       |                            | \$90,000.00                   |                        |

#### IV. B. 4. East Selmon Paving Support - HNTB

**HNTB PR 2025XXXX**  
**East Selmon Paving DDB Support (7/1/24 - 6/30/25)**  
**Scope Of Services**  
**HI-0XXX C-XX**

**Purpose & Need**

The task work order is for support the small THEA staff on East Selmon Paving DBB Project assignments, including assisting THEA staff as directed. This task work order is for the period from 7/1/24 -6/30/25.

**Scope**

Providing support for THEA staff on East Selmon Paving DBB Project Support tasks as assigned by the THEA Project Manager. Includes procurement support, coordination, plans review, construction oversight, attending meetings and responding to requests for information from FDOT and other agencies.

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#### IV. B. 5. ACCS Implementation Support - HNTB

**HNTB PR 2025XXXX**

**HI-0062 C-XX**

**2024-2025 ACCS Implementation Support (7/1/24 - 6/30/25)**

**Scope Of Services**

**Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering and administrative support to assist THEA Staff and in the implementation of the new ACCS system for the Selmon ITS operations system. This task work order is support services from 7/1/24 - 6/30/25.

**Scope**

Provide support as required to assist THEA Staff on the new ACCS system implementation. Anticipated work includes providing engineering reviews, evaluation support, monitoring integration with THEA software and internal and external hardware and other additional oversight necessary to assist the THEA Project Manager and staff to complete the project. Other efforts include attending project meetings as requested and coordination with other project stakeholders including FDOT and COT.

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#### IV. B. 6. Asset Management Inventory and Development Support - HNTB



## **HNTB PR 2025XXXX**

### **Asset Management Development (7/1/24 - 6/30/25)**

#### **Scope Of Services**

##### **Purpose & Need**

Provide support for THEA staff and its Board implementing THEA's Asset Management Program. This work will include gathering and tracking data related to the system roadway coupled with anticipated expenses related to routine preservation and maintenance projects to be undertaken in future years. This work will include monitoring and testing to develop an annual update to identify future priorities for both preservation and capacity projects for an improved expressway system. This management program will help staff and the THEA Board quickly reference a history and projection of the projects as well as anticipate future expenses and projects. Ongoing development of a short and long term maintenance program, along with supporting data will help convey the long term vision of the agency to its customers and aid in interaction and planning with complementary transportation agencies.

##### **Scope**

The GEC worked with THEA staff to develop a Roadway, S&PM, ITS, Bridge and Building Management Program to include data collection and analysis procedures to implement a short and long term Pavement, Signing and Pavement Markings & ITS Maintenance program. The GEC will work with THEA staff to initiate Lidar data collection for existing condition evaluation to enhance THEA's ArcGIS system and Asset Management Program. Other existing data including previous MRP inspections, biennial inspections and safety audit reports will also be incorporated into THEA's ArcGIS system. Risk-mitigation strategies will be utilized to develop action-plans to put in-place before the potential risks manifest themselves. The risk-mitigation plans will be more intensive the higher the risk's impact to the system. KPI clarifications, assessment methods, and data-management techniques including collection, governance,

GEC will assist THEA in establishing a program of maintenance and preservation activities, along with recommendations for the interval of updating the Roadway, S&PM and ITS Management Program and a format for reflecting updated costs or project information for both maintenance and capital improvement replacement projects to be incorporated into THEA Work Programs. GEC will use the final THEA Asset Management Strategy and Implementation Plan as a guideline for implement the Asset management Program..

The GEC worked with THEA staff to develop a Bridge Management Program to include data collection and analysis procedures to implement a short and long term Bridge and Miscellaneous Structures Maintenance program. The GEC will work with THEA staff to initiate Lidar data collection to enhance THEA's ArcGIS system and Bridge Management Program utilizing this and other existing data. All existing previous FDOT Bridge Inspection Data along with new bridge inspection data from THEA's current bridge inspection consultant will also be incorporated into THEA's ArcGIS system. Risk-mitigation strategies will be utilized to develop action-plans to put in-place before the potential risks manifest themselves. The risk-mitigation plans will be more intensive the higher the risk's impact to the system. KPI clarifications, assessment methods, and data-management techniques including collection, governance, storage, quality-control, and reporting will also be implemented.

GEC will assist THEA in establishing a program of maintenance and preservation activities, along with recommendations for the interval of updating the Bridge Management Program and format for reflecting updated costs or project information for both maintenance and capital improvement replacement projects to be incorporated into THEA Work Programs. GEC will use the final THEA Asset Management Strategy and Implementation Plan as a guideline for implement the Bridge Management Program

The GEC in working with THEA staff will develop and begin preliminary implementation of a Building Asset Management Program to include data collection and analysis procedures to develop a short and long term Roadway Maintenance program. The GEC will discuss with THEA staff several options for the type of information to be included in the data collection. Items to be discussed include: inclusion of maintenance and preservation activities, inclusion of internal staffing input, inclusion and specificity of GEC recommendations, interval of updating Roadway Management Program and format for reflecting updated costs or project information.

The GEC will gather existing plan information and perform Lidar Surveys of all THEA Buildings, including the TMC, Warehouse, West Toll Plaza, East Toll Plaza and Maintenance Buildings for input into the THEA ArcGIS system for the Buildings Asset Management Program. This data, along with original construction dates and visual and other inspections will be utilized to develop a maintenance schedule with work details for the major building components including walls, flooring, ceilings, windows, lighting, AC/Heating, and roofing. Cost estimates will be developed for inclusion in the THEA operations budget and capital work program for major replacement projects.

| SUMMARY FEE SHEET                      |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                |                                                       |            |                     |                      |                         |                  |         |
|----------------------------------------|-----------------------------------------|----------------------|-----------------|----------------------|-----------------------------------------------------------|----------------------|------------------|---------------------|--------------------|---------------------|------------------|---------------------|----------------|-------------------------------------------------------|------------|---------------------|----------------------|-------------------------|------------------|---------|
| ATTACHMENT "A"                         |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                |                                                       |            |                     |                      |                         |                  |         |
| PROJECT DESCRIPTION:                   | Tampa-Hillsborough Expressway Authority |                      |                 |                      | HNTB PR 2025XXXX                                          |                      |                  |                     |                    |                     |                  |                     |                |                                                       |            |                     |                      |                         |                  |         |
| GEC CONTRACT NO:                       | HNTB PR 2025XXXX                        |                      |                 |                      | Asset Management Development (7/1/24 - 6/30/25)           |                      |                  |                     |                    |                     |                  |                     |                |                                                       |            |                     |                      |                         |                  |         |
| PRIME CONSULTANT:                      | HNTB Corporation                        |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                |                                                       |            |                     |                      |                         |                  |         |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                |                                                       |            |                     |                      |                         |                  |         |
| ACTIVITY                               | Sr. Technical Advisor                   |                      | Project Manager |                      | Chief Eng./Planner<br>Sr. Proj. Eng.                      |                      | Sr. Eng./Planner |                     | Proj. Eng./Planner |                     | Engineer/Planner |                     | Sr. Technician |                                                       | Clerical   |                     | TOTAL                |                         | Avg. Hourly Rate |         |
|                                        | Man Hours                               | Hourly Rate \$173.37 | Man Hours       | Hourly Rate \$144.54 | Man Hours                                                 | Hourly Rate \$102.19 | Man Hours        | Hourly Rate \$79.95 | Man Hours          | Hourly Rate \$61.62 | Man Hours        | Hourly Rate \$48.21 | Man Hours      | Hourly Rate \$38.96                                   | Man Hours  | Hourly Rate \$22.66 | Manhours By Activity | Salary Cost By Activity |                  |         |
| Roadway, S&PM & ITS Management Program | 0                                       | \$0.00               | 240             | \$34,689.60          | 320                                                       | \$32,700.80          | 500              | \$39,975.00         | 500                | \$30,810.00         | 500              | \$24,105.00         | 202            | \$7,869.92                                            | 40         | \$906.40            | 2302                 | \$171,056.72            | \$74.31          |         |
| Bridge Management Program              | 0                                       | \$0.00               | 20              | \$2,890.80           | 64                                                        | \$6,540.16           | 88               | \$7,035.60          | 88                 | \$5,422.56          | 85               | \$4,097.85          | 23             | \$896.08                                              | 17         | \$385.22            | 385                  | \$27,268.27             | \$70.83          |         |
| Buildings Asset Management Program     | 0                                       | \$0.00               | 16              | \$2,312.64           | 60                                                        | \$6,131.40           | 80               | \$6,396.00          | 80                 | \$4,929.60          | 79               | \$3,808.59          | 20             | \$779.20                                              | 19         | \$430.54            | 354                  | \$24,787.97             | \$70.02          |         |
| Total Man Hours                        | Total Salary [(MHxHR)]                  | 0                    | \$0.00          | 240                  | \$39,893.04                                               | 320                  | \$45,372.36      | 320                 | \$53,406.60        | 320                 | \$41,162.16      | 500                 | \$32,011.44    | 202                                                   | \$9,545.20 | 40                  | \$1,722.16           | 3,041                   | \$ 223,112.96    | \$73.37 |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                | Basic Activities Maximum Limiting Fees (Salary Costs) |            |                     | \$223,112.96         |                         |                  |         |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                | Cost Elements & Additives                             |            |                     |                      |                         |                  |         |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                | (a) 2.78 Multiplier                                   |            |                     | \$620,254.03         |                         |                  |         |
| Direct Expenses                        | 4.37%                                   |                      | \$ 9,750.04     |                      | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                      |                  |                     |                    |                     |                  |                     |                |                                                       |            |                     |                      |                         | \$620,254.03     |         |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                | (d) Direct Reimbursables                              |            |                     | \$9,750.04           |                         |                  |         |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                | Subconsultants                                        |            |                     | \$230,000.00         |                         |                  |         |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                | Total Project Cost:                                   |            |                     | \$860,004.07         |                         |                  |         |
|                                        |                                         |                      |                 |                      |                                                           |                      |                  |                     |                    |                     |                  |                     |                | Maximum Limiting Amount:                              |            |                     | \$860,000.00         |                         |                  |         |

#### IV. B. 7. South Selmon Capacity Geotechnical Support - HNTB

**O-00121****South Selmon Capacity PDB Geotech Support (7/1/24- 6/30/25)****Scope Of Services****Purpose & Need**

With their small in-house staff, THEA requires support to provide engineering and management support to meet the requirements of THEA to provide project geotechnical support, plans review services, coordination with other project stakeholders, meeting attendance, supervision and QA/QC support for the South Selmon Capacity Design-Build project..

**Scope**

Services to be performed include: 1. Assist THEA staff with Geotechnical Support for the South Selmon Capacity Project.

Subconsultants- Tierra (SBE), Geotechnical Support (\$200,000)

SBE Participation- 100.00%

Services from 7/1/2024 - 6/30/2025.



#### IV. B. 8. South Selmon Capacity Tolls Support - HNTB

**O-00121****South Selmon Capacity PDB Tolls Support (7/1/24- 6/30/25)****Scope Of Services****Purpose & Need**

With their small in-house staff, THEA requires support to provide Tolls support to meet the requirements of THEA to provide project Tolls support, plans review services, coordination with other project stakeholders, meeting attendance, supervision and QA/QC support for the South Selmon Capacity Design-Build project..

**Scope**

Services to be performed include: 1. Assist THEA staff with Tolls Support for the South Selmon Capacity Project.

SBE Participation- 0.00%

Services from 7/1/2024 - 6/30/2025.





#### IV. B. 9. South Selmon Capacity Drainage, Permits, and Cross Slope Support - Consor

**EXHIBIT “A”**

**SCOPE OF SERVICES  
SOUTH SELMON CAPACITY PROJECT  
HILLSBOROUGH COUNTY  
NO. O-00619CE**

**1.0 BACKGROUND**

The Tampa-Hillsborough County Expressway Authority (the “Authority” or “THEA”) is currently retaining Consor Engineers (the “CONSULTANT”) to help support the procurement process.

**2.0 PURPOSE**

During the upcoming procurement period, the CONSULTANT will be responsible for the following:

1. Provide responses to the submitted permits and secure the approved permit based on the concept design.
2. Attend three (3) Alternative Technical Concepts (ATC) meetings for the Design-Build (DB) firms, and any follow up meetings and provide recommendations based on any ATC that involves existing pavement cross slope correction, proposed drainage improvements and permitting.
3. Attend full day Question & Answer meeting with the design build firms to provide questions to THEA to ask each DB firm based on the DB Firm’s design for the existing pavement cross slope correction, proposed drainage improvements and permitting and provide recommendations related to the DB firm answers to those specific questions.
4. Thorough review of each DB firm’s proposal as it relates the CONSULTANT’s previous deliverables (the existing cross slope correction, proposed drainage improvements and permits) provided to the DB firms. And provide a summary (or updates to our prior deliverables) with our recommendations and/or guidance to THEA based on these reviews.

The following is a breakdown for each task discipline:

**3.0 SCOPE**

Under this Supplemental Amendment, the CONSULTANT shall add the following services:

**3. Project General Tasks****3.4 Contract Maintenance and Project Documentation**

The CONSULTANT shall add work efforts for the continued maintenance of this contract.

3.6 Prime Consultant Project Manager Meetings

The CONSULTANT shall add work efforts for meetings on this contract. The meetings are for weekly principal meetings.

**4. Roadway Analysis**

The CONSULTANT shall attend all ATC meetings and the Q&A meeting with DB firms.:

4.20 Roadway Meetings

The CONSULTANT shall attend all ATC and Q&A meetings and provide questions or recommendations based on the meetings.

4.22 Coordination

**5. Roadway Plans**

The CONSULTANT shall review each DB firm's proposal as it relates to the CONSULTANT's previous deliverables.

5.3 Cross Slope Correction Details

The CONSULTANT shall review all DB firm proposals for the existing cross slope corrections and provide THEA with recommendations and observations.

**6a. Drainage Analysis**

The CONSULTANT shall attend all ATC meetings and the Q&A meeting with DB firms. The work will include the engineering analyses for any or all of the following:

6a.27 Drainage Meetings

The CONSULTANT shall attend all ATC and Q&A meetings and provide questions or recommendations based on the meetings.

6a.29 Coordination

**6b. Drainage Plans**

The CONSULTANT shall review each DB firm's proposal as it relates to the CONSULTANT's previous deliverables.

6b.3 Drainage Structures

The CONSULTANT shall review all DB firm proposals for the drainage improvements and provide THEA with recommendations and observations.

## 8. Env. Permits and Clearances

The following represents the work effort associated with final procurement of all permits for the Selmon Expressway widening for the current concept, as well as ATC meeting attendance and the Q&A meeting with DB firms during the procurement process:

### 8.4.1 Complete and Submit All Required Wetland Permit Applications

The CONSULTANT shall add work efforts related to the final corrections from the 1<sup>st</sup> submittal for permitting with SWFWMD (ERP), USACE (§10 & §404), Hillsborough County and City of Tampa (Hillsborough River).

### 8.4.2 Complete and Submit All Required Species Permit Applications

The CONSULTANT shall add work efforts related to the final corrections from the 1<sup>st</sup> submittal for permitting consultations with Hillsborough County, City of Tampa, US Fish and Wildlife Service (USFWS), Freshwater Fish and Wildlife Conservation Commission (FWC).

### 8.5 Coordinate and Review Dredge and Fill Sketches

The CONSULTANT shall add final work efforts related to the impact of the existing wetland within the project.

### 8.6.1 Prepare and Submit Required Documents for USCG Coordination

The CONSULTANT shall add all final work efforts related to USCG permit.

### 8.6.2 Complete and Submit USCG Bridge Application

The CONSULTANT shall add all final work efforts related to USCG permit.

### 8.7 Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application

### 8.11 Mitigation Coordination and Meetings

### 8.12 Regulatory Agency Support

### 8.13 Other Environmental Permits

The CONSULTANT shall add final work efforts related to the permits with Hillsborough County and City of Tampa as well as review of the DB firms permit mod submittals.

### 8.14.4 Wetland Impact Analysis

The CONSULTANT shall add all final work efforts related to technical support

of Environmental Clearances.

#### 8.14.5 Essential Fish Habitat Impact Analysis

The CONSULTANT shall add all final work efforts related to technical support of Environmental Clearances.

#### 8.14.6 Protected Species ad Habitat Impact Analysis

The CONSULTANT shall add all final work efforts related to technical support of Environmental Clearances.

#### 8.15.4 Wetland Impact Analysis

The CONSULTANT shall add all final work efforts related to the preparation of Environmental Clearances.

#### 8.15.5 Essential Fish Habitat Impact Analysis

The CONSULTANT shall add all final work efforts related to the preparation of Environmental Clearances.

#### 8.15.6 Protected Species ad Habitat Impact Analysis

The CONSULTANT shall add all final work efforts related to the preparation of Environmental Clearances.

#### 8.18 Technical Meetings

The CONSULTANT shall add work efforts related to the permits of project as well as attending all ATC and Q&A meetings.

#### 8.19 Quality Assurance/Quality Control

#### 8.20 Supervision

#### 8.21 Coordination

### 4.0 **CONSULTANT RESPONSIBILITIES**

All services as outlined above, except as modified herein.

### 5.0 **THE AUTHORITY'S RESPONSIBILITIES**

The authority's responsibilities shall include:

- Provide any submitted design documents by the design-build during the procurement process.

### 6.0 **METHOD OF COMPENSATION**

The method of compensation shall be provided through a Purchase Order issued on THEA Contract O-00619CE.

DESIGN FEE SUMMARY  
Contract #: O-00619-CE  
Consultant Name: CONSOR ENGINEERS, LLC  
Date: 06/02/24

| <u><b>Staff Classification</b></u> | <u><b>Hours</b></u> | <u><b>Avg. Hourly<br/>Rate</b></u> | <u><b>Weighted<br/>Rate</b></u> | <u><b>Salary Cost</b></u> |
|------------------------------------|---------------------|------------------------------------|---------------------------------|---------------------------|
| Project Manager 3                  | 141                 | \$ 98.10                           | \$ 284.56                       | \$ 40,122.50              |
| Principal Engineer (PIC)           | 15                  | \$ 132.21                          | \$ 383.50                       | \$ 5,752.48               |
| Chief Engineer 2                   | 91                  | \$ 104.00                          | \$ 301.67                       | \$ 27,452.04              |
| Senior Engineer 2                  | 55                  | \$ 89.20                           | \$ 258.74                       | \$ 14,230.70              |
| Engineer 2                         | 122                 | \$ 56.50                           | \$ 163.89                       | \$ 19,994.39              |
| Engineer 1                         | 92                  | \$ 55.00                           | \$ 159.54                       | \$ 14,677.44              |
| Engineering Intern                 | 190                 | \$ 39.60                           | \$ 114.87                       | \$ 21,825.30              |
| Senior Environmental Specialist    | 143                 | \$ 70.00                           | \$ 203.05                       | \$ 29,035.81              |
| Environmental Specialist           | 84                  | \$ 28.85                           | \$ 83.68                        | \$ 7,029.12               |
| Chief Designer                     | 79                  | \$ 63.30                           | \$ 183.61                       | \$ 14,505.43              |
| Secretary/Clerical                 | 12                  | \$ 37.70                           | \$ 109.36                       | \$ 1,312.27               |
| TOTAL Hours:                       | 1024                | TOTAL Fee:                         |                                 | \$ 195,937.47             |
|                                    |                     | GRAND TOTAL                        |                                 | \$ 195,937.47             |



#### IV. B. 10. South Selmon Capacity Survey & Utility Support, HNTB

## **O-00121**

### **South Selmon Capacity PDB Survey/Utilities Support (7/1/24- 6/30/25)**

#### **Scope Of Services**

##### **Purpose & Need**

With their small in-house staff, THEA requires support to provide survey and utilities support to meet the requirements of THEA to provide project support, plans review services, coordination with other project stakeholders, meeting attendance, supervision and QA/QC support for the South Selmon Capacity Design-Build project..

##### **Scope**

Services to be performed include:

1. Assisting THEA staff with Survey & Utilities Support for the South Selmon Capacity Project.
2. Supporting THEA in developing and implementing early utility relocation options across the Hillsborough River.
3. Obtaining additional utility designations (Quality Level B) and limited SUE Locating (Quality Level A) to provide additional utility information to the design-build proposers.

Subconsultants- Element (SBE), Utilities & Survey Support (\$530,000)

SBE Participation- 100.00%

Services from 7/1/2024 - 6/30/2025.

[illegible]

Name of Project: SSCP  
County: Hillsborough  
FPN: N/A  
FAP No.: N/A

| Staff Classification                          | Total Staff Hours From "SH Summary Firm" | Project Manager | Staff Classification 2 |
|-----------------------------------------------|------------------------------------------|-----------------|------------------------|
|                                               |                                          | \$0.00          | \$0.00                 |
| 3. Project Common and Project General Tasks   | 0                                        | 0               | 0                      |
| 4. Roadway Analysis                           | 0                                        | 0               | 0                      |
| 5. Roadway Plans                              | 0                                        | 0               | 0                      |
| 6a. Drainage Analysis                         | 0                                        | 0               | 0                      |
| 6b. Drainage Plans                            | 0                                        | 0               | 0                      |
| 6c. Selective C&G                             | 0                                        | 0               | 0                      |
| 7. Utilities                                  | 0                                        | 0               | 0                      |
| 8. Environmental Permits, and Env. Clearances | 0                                        | 0               | 0                      |
| 9. Structures - Misc. Tasks, Dwgs, Non-Tech.  | 0                                        | 0               | 0                      |
| 10. Structures - Bridge Development Report    | 0                                        | 0               | 0                      |
| 11. Structures - Temporary Bridge             | 0                                        | 0               | 0                      |
| 12. Structures - Short Span Concrete Bridge   | 0                                        | 0               | 0                      |
| 13. Structures - Medium Span Concrete Bridge  | 0                                        | 0               | 0                      |
| 14. Structures - Structural Steel Bridge      | 0                                        | 0               | 0                      |
| 15. Structures - Segmental Concrete Bridge    | 0                                        | 0               | 0                      |
| 16. Structures - Movable Span                 | 0                                        | 0               | 0                      |
| 17. Structures - Retaining Walls              | 0                                        | 0               | 0                      |
| 18. Structures - Miscellaneous                | 0                                        | 0               | 0                      |
| 19. Signing & Pavement Marking Analysis       | 0                                        | 0               | 0                      |
| 20. Signing & Pavement Marking Plans          | 0                                        | 0               | 0                      |
| 21. Signalization Analysis                    | 0                                        | 0               | 0                      |
| 22. Signalization Plans                       | 0                                        | 0               | 0                      |
| 23. Lighting Analysis                         | 0                                        | 0               | 0                      |
| 24. Lighting Plans                            | 0                                        | 0               | 0                      |
| 25. Landscape Analysis                        | 0                                        | 0               | 0                      |
| 26. Landscape Plans                           | 0                                        | 0               | 0                      |
| 27A. Survey (Field & Office Support)          | 0                                        | 0               | 0                      |
| 27B. SUE Survey (Field & Office Support)      | 592                                      | 0               | 0                      |

|                                                 |     |        |        |
|-------------------------------------------------|-----|--------|--------|
| 28. Photogrammetry                              | 0   | 0      | 0      |
| 29. Mapping                                     | 0   | 0      | 0      |
| 30. Terrestrial Mobile LiDAR                    | 0   | 0      | 0      |
| 31. Architecture Development                    | 0   | 0      | 0      |
| 32. Noise Barriers Impact Design Assessment     | 0   | 0      | 0      |
| 33. Intelligent Transportation Systems Analysis | 0   | 0      | 0      |
| 34. Intelligent Transportation Systems Plans    | 0   | 0      | 0      |
| 35. Geotechnical                                | 0   | 0      | 0      |
| <b>Total Staff Hours</b>                        | 592 | 0      | 0      |
| <b>Total Staff Cost</b>                         |     | \$0.00 | \$0.00 |

Notes:

1. This sheet to be used by Subconsultar

## ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

[illegible]

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| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

nt to calculate its fee.



Consultant Name: Element

Consultant No.: enter consultants proj. number

Date: 6/5/2024

Estimator: insert name

| Staff Classification 9 | SUR Project Manager 1 | SUR Senior Project Surveyor | SUR Survey/GIS/SUE Analyst 3 | SH By Activity | Salary Cost By Activity |
|------------------------|-----------------------|-----------------------------|------------------------------|----------------|-------------------------|
| \$0.00                 | \$152.41              | \$184.45                    | \$95.57                      |                |                         |
| 0                      | 0                     | 0                           | 0                            | 0              | \$0                     |
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| 0                      | 140                   | 224                         | 599                          | 963            | \$119,901               |
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| 0                      | 0                     | 0                           | 0                            | 0              | \$0                     |
| 0                      | 0                     | 0                           | 0                            | 0              | \$0                     |
| 0                      | 89                    | 148                         | 355                          | 592            | \$74,791                |



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| 0      | 0           | 0           | 0           | 0     | \$0                 |
| 0      | 229         | 372         | 954         | 1,555 |                     |
| \$0.00 | \$34,900.85 | \$68,617.04 | \$91,174.20 |       | <b>\$194,692.08</b> |

Check = \$194,692.08

|                                       |    |   |               |             |       |
|---------------------------------------|----|---|---------------|-------------|-------|
| SALARY RELATED COSTS:                 |    |   |               |             |       |
| OVERHEAD:                             |    |   | 0%            |             |       |
| OPERATING MARGIN:                     |    |   | 0%            |             |       |
| FCCM (Facilities Capital Cost Money): |    |   | 0.00%         |             |       |
| EXPENSES:                             |    |   | 0.00%         |             |       |
| SUBTOTAL ESTIMATED FEE:               |    |   |               |             |       |
| Survey (Field)                        |    | 0 | 4-person crew | \$ -        | / day |
| SUE-Designate Field Crew Days         | 80 |   | 4-person crew | \$ 2,172.76 | / day |
| SUE-Locate Field Crew Days            | 39 |   | 4-person crew | \$ 2,279.76 | / day |
| SUE-Survey Field Crew Days            | 36 |   | 4-person crew | \$ 1,984.05 | / day |
| Geotechnical Field and Lab Testing    |    |   |               |             |       |
| SUBTOTAL ESTIMATED FEE:               |    |   |               |             |       |
| Optional Services                     |    |   |               |             |       |
| GRAND TOTAL ESTIMATED FEE:            |    |   |               |             |       |

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| \$174,255.35        |
| \$89,822.54         |
| \$71,227.40         |
| <b>\$0.00</b>       |
| <b>\$529,997.37</b> |
| <b>\$0.00</b>       |
| <b>\$529,997.37</b> |

#### IV. B. 11. US 301 Preliminary PD&E Services, WSP



**TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY  
TASK WORK ORDER: US 301 PLANNING SUPPORT  
SCOPE OF WORK  
DRAFT: MAY 2024**

## **Overview**

THEA was asked by the Hillsborough Board of County Commissioners (BOCC) to evaluate the potential for a toll road along US301 from Big Bend Road to the Selmon Expressway. US301 planning activities, community coordination and Project Development and Environment (PD&E) efforts are programmed in the FY25 THEA Work Program to evaluate feasible toll road alternatives. This includes preliminary technical analysis, PD&E scope development and ETDM coordination with the Florida Department of Transportation (FDOT), and community and stakeholder engagement.

## **Services to be Performed**

The CONSULTANT, as part of the Miscellaneous Planning & Traffic Services Consultant Services contract for THEA, will provide transportation planning and engagement services for the evaluation of a toll road along US301 from Big Bend Road to the Selmon Expressway. Prior to initiating a PD&E, THEA will engage agency partners and stakeholders to identify preliminary project assumptions and ensure planning consistency. Planning services may include, but not be limited to:

- Stakeholder and community engagement
- Public workshops and meetings
- Agency and elected official briefings and coordination
- Community planning reviews and reports
- Project documents
- GIS, mapping and project visualization
- Development of project materials and presentations
- Meeting attendance and preparation

THEA will make task assignments, review deliverables, and provide management of work assignments. THEA staff will provide all information and data needed in order to conduct studies, as available.

## **PD&E Technical Support Services**

The Consultant will develop and further refine the PD&E scope of work to support the overall project needs based on preliminary planning activities. Scope elements may be coordinated with agency partners. The Consultant will coordinate agency partner meetings and activities, updates to the scope following internal and partner coordination, and track changes needed based on comments received. The Consultant will support the ETDM coordination and FDOT coordination meetings for preliminary and early PD&E coordination activities and discussions. The Consultant will also support THEA Planning staff with coordination with partner agencies and coordinate with the Community Planning updates with technical analysis required for project development.

**TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY  
TASK WORK ORDER: US 301 PLANNING SUPPORT  
SCOPE OF WORK  
DRAFT: MAY 2024**

## **Stakeholder and Community Engagement & Speakers Bureau Program**

As THEA's "Listening Tour" kicks off prior to the PD&E Study, the Consultant will coordinate with partner agencies to collaborate and plan for up to three (3) workshops, a Speakers Bureau Program, and presentation opportunities related to the project. The Consultant will participate in project engagement committees and project advisory committees to implement a coordinated engagement plan. The Consultant team will schedule and coordinate activities; coordinate staff attendance and logistics of meetings; prepare materials, develop, monitor, and maintain the schedule request list along with speaker assignments.

### **Community Engagement**

The Consultant will schedule and organize up three (3) community workshops along the US301 corridor from Big Bend Road to the Selmon Expressway. This will include up to one (1) workshop with the Hillsborough Planning Commission as the lead organizer, and up to two (2) workshops with THEA as the lead organizer. The Consultant will organize workshop logistics, develop appropriate advertisements and produce meeting materials/activities. The Consultant will also coordinate up to one (1) virtual meeting, as needed.

#### **Deliverables may include:**

- Public Meeting boards (up to 10 boards for Workshop series)
- Community involvement materials/packets including agendas, handouts, advertisements/notifications (3x for Workshops)
- Summary fact sheet (s) and PowerPoint slides with updates as needed to content
- PowerPoint slides
- Mapping and graphics as needed

### **Speakers Bureau Program**

The Consultant will develop and manage a Speakers Bureau Program that will offer discussions and/or presentations to groups (chambers, HOAs, etc) as requested, develop appropriate material packets, staff scripts and standardized messages.

A comprehensive database will be developed to store identified/accepted speaking engagements by groups, contacts, and meeting dates, and coordinate team availability to anticipate and lead discussions. This effort will include, but not be limited to:

- Identify involvement opportunities, schedule and coordinate logistics alongside an engagement database.
- Conduct small strategic stakeholder meetings as requested.

**TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY  
TASK WORK ORDER: US 301 PLANNING SUPPORT  
SCOPE OF WORK  
DRAFT: MAY 2024**

- Prepare team for community workshops, civic meetings, and other one-on-one presentations.
- Provide insights and introductions related to key community leaders.
- Engage and leverage chambers of commerce, media, elected officials, and community stakeholders.
- Attend and present at up to 50 Speakers Bureau meetings.

Additional support may include: development of materials including letters, briefs, backgrounders, and key messages.

- Maintain project website with necessary updates.
- Orchestrate photography and video plan to engage via social channels and the media.
- Create public and media relations pitches and activations.
- Media insight and outreach for key broadcast, print, and online outlets.
- Development of region-specific media materials including briefs, backgrounders, and key messages to support overarching communication objectives.
- Orchestrate media lists, monitor editorial, and share opportunities as they arise.
- Schedule and brief THEA spokespeople for media interviews.
- Press release writing.
- Timely reporting on media coverage, community mindset and project status.
- Deliver monthly reports detailing all initiatives, results, insights, and feedback.

**Deliverables may include:**

- Speakers Bureau Program Packets
  - Presentation materials with scripts
  - Nametags
  - Project materials (Fact Sheets, maps, graphics)
  - FAQ Handouts
  - “Train the Trainer” presentation coordination with team
- Active meeting facilitation
- Meeting Summaries and follow-ups
- The Consultant will develop and maintain a database of stakeholder contacts, meetings and scheduling coordination

## **General Management Services**

The Consultant will attend staff and Board meetings, as well as agency and stakeholder meetings as requested. WSP will develop materials for meetings with the THEA Board, public, and stakeholders as needed. Specific materials may include, but not be limited to fact sheets and handouts, presentations, displays, mapping, reports, and any other materials needed for technical or Board meetings, public



**TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY  
TASK WORK ORDER: US 301 PLANNING SUPPORT  
SCOPE OF WORK  
DRAFT: MAY 2024**

engagement, and stakeholder coordination. In addition to production, work efforts may relate to technical and planning review of projects, operational and prioritization processes, and a projects plan.

## **Schedule**

The anticipated Period of Performance start date is July 1, 2024, and expected to terminate October 31, 2024.

## **Estimate of Work**

This effort is not to exceed \$278,196.89. Attachment A provides the estimate of work.



## ATTACHMENT A: ESTIMATE OF WORK

Task Work Order: TBD  
 Project Manager: Bob Frey  
 Contract Number: P-00819-WSP  
 Project Description: US 301 Community Engagement and PD&E Technical Support, , July 1, 2024 to October 31, 2024  
 Completion Date: 1-Nov-24

| Tasks                                                                                          |                                                                                                          | Project Manager | Senior Engineer | Chief Planner | Landscape Architect | Landscape Architect | Senior Planner | Senior Planner | Senior Planner | Senior Planner | Planner     | Planner    | Clerical | Designer   | Staff Hours by Activity | Burdened Cost by Activity |
|------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------|-----------------|-----------------|---------------|---------------------|---------------------|----------------|----------------|----------------|----------------|-------------|------------|----------|------------|-------------------------|---------------------------|
| Loaded rates based on averaged base rate per classification with overhead, fixed fee, and FCCM |                                                                                                          | \$347.11        | \$221.62        | \$270.56      | \$148.37            | \$168.25            | \$191.01       | \$155.34       | \$162.94       | \$178.39       | \$131.71    | \$115.41   | \$117.45 | \$130.07   |                         |                           |
| 1                                                                                              | PD&E Technical Support Services                                                                          |                 |                 |               |                     |                     |                |                |                |                |             |            |          |            |                         |                           |
|                                                                                                | Pre-PD&E Planning and Technical Services                                                                 |                 |                 | 30            |                     |                     | 32             | 60             |                |                | 22          |            |          |            | 144                     | \$26,447.14               |
|                                                                                                | FDOT ETDM Coordination and Updates                                                                       |                 |                 | 20            |                     |                     | 16             | 40             |                |                |             |            |          |            | 76                      | \$14,680.96               |
| 2                                                                                              | Community Engagement Services                                                                            |                 |                 |               |                     |                     |                |                |                |                |             |            |          |            |                         |                           |
|                                                                                                | 3 Workshops                                                                                              |                 |                 |               |                     |                     | 40             | 80             | 80             | 64             | 32          | 32         |          | 32         | 360                     | \$56,589.84               |
|                                                                                                | Community Plan Coordination                                                                              |                 |                 | 8             |                     |                     | 28             | 32             |                |                | 40          | 20         |          |            | 128                     | \$20,060.24               |
| 3                                                                                              | Speakers Bureau Program                                                                                  |                 |                 |               |                     |                     |                |                |                |                |             |            |          |            |                         |                           |
|                                                                                                | Up to 30 presentations/group discussions                                                                 |                 |                 |               |                     |                     | 40             | 30             | 80             | 25             | 88          |            |          |            | 263                     | \$41,386.03               |
|                                                                                                | Meeting coordination, development of SB packet, schedule development and SB team coordination scheduling |                 |                 |               |                     |                     |                |                | 40             |                | 40          |            |          |            | 80                      | \$11,786.00               |
|                                                                                                | General Management Services                                                                              |                 |                 |               |                     |                     |                |                |                |                |             |            |          |            |                         |                           |
|                                                                                                | Project Management/Consultation/Oversight                                                                | 8               |                 |               |                     |                     |                |                |                |                |             |            | 4        |            | 12                      | \$3,246.68                |
|                                                                                                | Total Staff Hours by Classification                                                                      | 8               | 0               | 58            | 0                   | 0                   | 156            | 242            | 200            | 89             | 222         | 52         | 4        | 32         | 1063                    | \$174,196.89              |
|                                                                                                | Total Staff Cost (Unburdened) by Classification                                                          | \$2,776.88      | \$0.00          | \$15,692.48   | \$0.00              | \$0.00              | \$29,797.56    | \$37,592.28    | \$32,588.00    | \$15,876.71    | \$29,239.62 | \$6,001.32 | \$469.80 | \$4,162.24 |                         |                           |

WSP Total \$174,196.89

|                                                   |                     |
|---------------------------------------------------|---------------------|
| Engagement Specialist (Playbook Public Relations) | \$100,000.00        |
| Expense                                           | \$4,000.00          |
| <b>TOTAL</b>                                      | <b>\$278,196.89</b> |

#### IV. B. 12. KPI Tool Development & Tracking, WSP

**TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY  
TASK WORK ORDER: KPI TOOL DEVELOPMENT  
SCOPE OF WORK  
DRAFT: MAY 2024**

## Overview

As part of the Tampa Hillsborough Expressway Authority (THEA) Strategic Plan, THEA has been tracking specific Key Performance Indicators (KPI) monthly. In order to track, organize and more efficiently report the KPIs, WSP has been developing the prototype for a web-based KPI tool to readily import the specified KPI data monthly and provide summary reports. As part of a database tool, the KPIs can more readily be visualized and reported in various formats to help improve operational performance and improve data driven decisions for THEA executive leadership.

## KPI Tracking

WSP will provide continued monthly data collection and reporting of departmental KPI data. This includes reaching out to departments on scheduled monthly timeframes, organizing the data and reviews, and utilizing the KPI database to develop the monthly report. Data will be provided by each Department monthly, and WSP extracts additional crash data from the Florida Department of Transportation (FDOT) Signal 4 tool, based on most recent data availability (within two-months). WSP will upload Signal 4 CSV files into the KPI tool to auto-populate statistical trends, data visualizations and report specific data elements related to predetermined geo-located areas of THEA facilities.

The Consultant will continue to provide technical support for the integration of KPIs into the organizational and work program process for performance measurement as part of the Comprehensive Project Management System (CPMP) process. KPIs can ultimately influence project programming and prioritization. Once the key indicators are established, integration with the CPMP can be assessed to determine opportunities to help guide work program development and prioritization and forecast future improvement and maintenance needs.

### **Deliverables include:**

- Monthly KPI export tool
- Fact sheets/summaries of data as needed

## KPI Tool Development and Tool Integration

WSP developed a KPI tool prototype for importing and managing monthly KPI data for THEA reporting. The CPMP KPI tool will provide built-in system specifications based on THEA's KPIs to support data organization and visualization utilizing CPMP data points and additional data integrated from THEA. WSP will develop specifications and the tool refinement necessary to support customized modules within the tool. This will include any updates needed to the user interfaces, fields and field properties, data relationships, search criteria/data filters, reporting and display formats, and administrative functions.



**TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY  
TASK WORK ORDER: KPI TOOL DEVELOPMENT  
SCOPE OF WORK  
DRAFT: MAY 2024**

WSP will further develop the KPI tool to integrate a simple user interface to facilitate Departmental use of the KPI tool. This will include visualization to make the tool simple to use, and developing customized reports based on THEA preferences for monthly and annual reporting. Reports will utilize graphics to represent the data in a simple and easily understandable manner. WSP will train staff as requested on the data entry and tool usage/reporting access and function.

WSP will further integrate the KPI tool into the CPMP for one-stop user access and coordinate with the THEA Decision Support System (DSS) team to ensure easy integration into longer term data management vision and process.

**Deliverables include:**

- KPI Tool with data visualizations and reports
- System Optimization based on THEA feedback and reviews
- Customized Reports (monthly and annual as requested)
- In-person training and tutorials as requested by THEA staff

## **General Management Services**

The Consultant will attend staff and Board meetings, as well as agency and stakeholder meetings as requested. WSP will develop materials for meetings with the Board, public, and stakeholders as needed.

The Consultant will manage appropriate project administrative, financial coordination, progress reports, and invoicing. Project management and control services for the project team will be performed.

## **Schedule**

The anticipated Period of Performance start date for the tool development is July 1, 2024 and expected to terminate October 31, 2024 to provide support services for this task.

## **Estimate of Work**

This task effort will not exceed \$109,973. Attachment A provides the estimate of work.

ATTACHMENT A: ESTIMATE OF WORK

Task Work Order: TBD  
 Project Manager: Bob Frey  
 Contract Number: P-00819-WSP  
 Project Description: Key Performance Indicator (KPI) Tool and Tracking  
 Completion Date: 31-Oct-24

DRAFT 5/20/2024

| Tasks                                                                                          |                                                   | Project Manager | Senior Planner | Senior Planner | Planner    | Planner  | Designer   | ITS Engineer | Data Scientist | Senior Computer Programmer | Senior Computer Programmer | Computer Programmer | Computer Programmer | Chief Computer Programmer | Clerical | Staff Hours by Activity | Burdened Cost by Activity |
|------------------------------------------------------------------------------------------------|---------------------------------------------------|-----------------|----------------|----------------|------------|----------|------------|--------------|----------------|----------------------------|----------------------------|---------------------|---------------------|---------------------------|----------|-------------------------|---------------------------|
| Loaded rates based on averaged base rate per classification with overhead, fixed fee, and FCCM |                                                   | \$347.11        | \$191.01       | \$155.34       | \$131.71   | \$115.41 | \$195.95   | \$243.84     | \$129.02       | \$212.07                   | \$189.40                   | \$143.60            | \$155.82            | \$306.82                  | \$117.45 |                         |                           |
| 1                                                                                              | Key Performance Indicators Tracking               |                 |                |                |            |          |            |              |                |                            |                            |                     |                     |                           |          |                         |                           |
|                                                                                                | Monthly KPI Data Collection                       |                 | 4              | 24             |            |          |            |              |                |                            |                            |                     |                     |                           |          | 28                      | \$4,490.44                |
|                                                                                                | Data Review                                       |                 |                |                | 16         |          |            |              | 16             | 4                          |                            |                     |                     |                           |          | 36                      | \$5,019.96                |
|                                                                                                | Signal 4 Data Extrapolation, upload and reporting |                 |                |                | 32         |          |            |              |                |                            |                            |                     |                     |                           |          | 32                      | \$4,214.72                |
| 2                                                                                              | KPI Tool                                          |                 |                |                |            |          |            |              |                |                            |                            |                     |                     |                           |          |                         |                           |
|                                                                                                | Tool User Interface Design                        |                 | 12             | 12             | 12         |          |            | 20           | 92             | 30                         |                            | 96                  |                     |                           |          | 274                     | \$42,631.06               |
|                                                                                                | Tool Integration with CPMP and DSS Framework      |                 | 12             |                | 12         |          | 40         | 30           | 42             | 40                         | 30                         |                     | 30                  | 6                         |          | 242                     | \$45,125.16               |
|                                                                                                | Updates and monthly maintenance                   |                 |                |                |            |          |            |              | 16             | 15                         |                            |                     |                     |                           |          | 31                      | \$5,245.37                |
| 3                                                                                              | General Management Services                       |                 |                |                |            |          |            |              |                |                            |                            |                     |                     |                           |          |                         |                           |
|                                                                                                | Project Management/Consultation/Oversight         | 8               |                |                |            |          |            |              |                |                            |                            |                     |                     |                           | 4        | 12                      | \$3,246.29                |
|                                                                                                | Total Staff Hours by Classification               | 8               | 28             | 36             | 72         | 0        | 40         | 50           | 166            | 89                         | 30                         | 96                  | 30                  | 6                         | 4        |                         |                           |
|                                                                                                | Total Staff Cost (Unburdened) by Classification   | \$2,776.50      | \$5,348.28     | \$5,590.48     | \$9,483.12 | \$0.00   | \$7,838.00 | \$12,192.00  | \$21,417.32    | \$18,874.23                | \$5,682.00                 | \$13,785.60         | \$4,675.07          | \$1,840.61                | \$469.79 | 655                     | \$109,973.00              |

Total \$109,973.00

#### IV. B. 13. US 301 Economic Study & Analysis, CUTC

**Task Work Order: US 301 Economic Analysis and PD&E Support**

**Vendor:** Center for Urban Transportation Research

The objective of this task work order (TWO) is to have the USF Center for Urban Transportation Research (CUTR) perform the economic impact analysis of the US 301 corridor. This TWO serves to expand the current economic analysis in support of preparation of the PD&E Study. The TWO will occur and finish concurrently with the official PD&E Study. Under this TWO, CUTR will:

- Assess the impact that the project will have on businesses and households located along the US 301 Corridor.
- Extend the analysis to consider residential and business areas south of the US 301 corridor (i.e., south of Big Bend Road).
- Assess origin/destination flows of households located within the above study areas.
- Determine the impact that not building the project will have on the local business and residential community.
- Estimate the construction and operating expenditure impacts of the proposed investment to Hillsborough County and the rest of the state of Florida.
- Study and identify construction mitigation activities.

The proposed cost of the task work order is \$175,000.00 on a fixed fee basis.

#### IV. B. 14. Emerging Tech & Commsignia RSU Integration, HNTB



## **HNTB PR 2025XXXX**

### **HI-171-P-02**

## **Emerging Technologies and Commsignia RSU Integration (7/1/24 - 6/30/25)**

### **Scope Of Services**

#### **Purpose & Need**

The dynamic and continually evolving nature of emerging transportation technologies requires the ongoing attention of THEA staff to maintain operation of deployed technologies and to take advantage of implementation opportunities, including applying for various grants from the USDOT and other entities. This task order provides support for Emerging Tech & Commsignia RSU Integration from July 1, 2024, through June 30, 2025.

#### **Scope**

The HNTB scope for this task order includes systems engineering, project management, and other related functions to support THEA in maintaining their existing CV deployment, identifying other new technologies relevant to future plans, and deploying and integrating Commsignia RSUs into the existing THEA CV deployment/ecosystem. HNTB engineers and CV specialists will provide support to THEA staff in performing scope tasks expected to include but not be limited to:

- 1) Supporting RSU and Onboard Unit (OBU) maintenance. This includes Security Credentialing Management System (SCMS) enrollment, Federal Communications Commission (FCC) licensing, device monitoring for operation and data generation, and other functions.
- 2) Coordination with CV Vendors, USF CUTR, and THEA customer participants to maintain the CV deployment and expansion readiness.
- 3) Identifying and evaluating emerging technologies relevant to THEA's mission and expansion plans.
- 4) Assistance in coordinating peer to peer discussions, attending meetings, and coordinating with other agencies such as USDOT, FHWA, FDOT, and City of Tampa (COT).
- 5) Supporting integration of Commsignia V2X RSUs into THEA's RSU Monitoring System (currently Yunex Concert).
- 6) Assistance in responding to grant opportunities.

#### **Deliverables**

- SCMS enrollments
- FCC license support
- Device monitoring reports
- Brief technical white/concept papers of emerging technologies and their corresponding applicability to THEA.
- Meeting notes/brief summaries for emerging technology vendor and peer agency meetings
- Commsignia RSU integration documentation
- Various grant application components including scope write-ups, cost estimates, and graphics.

| SUMMARY FEE SHEET                                                                                                |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            |                               |                        |
|------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------|-------------------|--------------------------|------------------------------------|-------------------------|--------------|-------------------------|--------------|---------------------------------------------------------------------------------------------|--------------|-------------------------|----------------|-------------------------|--------------------|-------------------------|----------------------------|-------------------------------|------------------------|
| ATTACHMENT "A"                                                                                                   |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            |                               |                        |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority<br>GEC CONTRACT NO. HNTB PR 2025XXXX<br>HI-171-P-02 |                   |                          |                   |                          |                                    |                         |              |                         |              | HNTB PR 2025XXXX<br>Emerging Technologies and Commsignia RSU Integration (7/1/24 - 6/30/25) |              |                         |                |                         |                    |                         |                            |                               |                        |
| PRIME CONSULTANT: <b>HNTB Corporation</b>                                                                        |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            |                               |                        |
| ACTIVITY                                                                                                         | Project Manager 3 |                          | Project Manager 2 |                          | Chief Engineer 1<br>Sr. Proj. Eng. |                         | Sr. Designer |                         | Engineer 2   |                                                                                             | Planner      |                         | GIS Specialist |                         | Secretary/Clerical |                         | TOTAL                      |                               | Avg.<br>Hourly<br>Rate |
|                                                                                                                  | Man<br>Hours      | Hourly Rate<br>\$ 108.84 | Man<br>Hours      | Hourly Rate<br>\$ 103.52 | Man<br>Hours                       | Hourly Rate<br>\$ 95.34 | Man<br>Hours | Hourly Rate<br>\$ 78.72 | Man<br>Hours | Hourly Rate<br>\$ 69.44                                                                     | Man<br>Hours | Hourly Rate<br>\$ 58.50 | Man<br>Hours   | Hourly Rate<br>\$ 46.48 | Man<br>Hours       | Hourly Rate<br>\$ 22.66 | Manhours<br>By<br>Activity | Salary Cost<br>By<br>Activity |                        |
| CV & Emerging Technologies Support                                                                               | 47                | \$5,115.48               | 120               | \$12,422.40              | 120                                | \$11,440.80             | 121          | \$9,525.12              | 120          | \$8,332.80                                                                                  | 87           | \$5,089.50              | 16             | \$743.68                | 12                 | \$271.92                | 643                        | \$52,941.70                   | \$82.34                |
| Total<br>Man Hours                                                                                               | 47                | \$5,115.48               | 120               | \$12,422.40              | 120                                | \$11,440.80             | 121          | \$9,525.12              | 120          | \$8,332.80                                                                                  | 87           | \$5,089.50              | 16             | \$743.68                | 12                 | \$271.92                | 643                        | \$ 52,941.70                  | \$82.34                |
| Basic Activities Maximum Limiting Fees (Salary Costs)                                                            |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            | \$52,941.70                   |                        |
| Cost Elements & Additives                                                                                        |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            |                               |                        |
| (a) 2.80258 Multiplier                                                                                           |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            | \$148,373.35                  |                        |
| SUBTOTAL (Cost Elements applied to Basic Activities Fee):                                                        |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            | \$148,373.35                  |                        |
| (d) Direct Reimbursables                                                                                         |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            | \$1,625.31                    |                        |
| Total Project Cost:                                                                                              |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            | \$149,998.66                  |                        |
| Maximum Limiting Amount:                                                                                         |                   |                          |                   |                          |                                    |                         |              |                         |              |                                                                                             |              |                         |                |                         |                    |                         |                            | \$150,000.00                  |                        |

#### IV. B. 15. Road User Safety Technology, HNTB

## **HNTB PR 2025XXXX**

### **HI-0171-P-03**

#### **Road User Safety Technology (includes V2X) (7/1/24 - 6/30/25)**

##### **Scope Of Services**

###### **Purpose & Need**

THEA remains invested in and committed to creating a safer experience on their roadways. Leveraging and deploying various emerging technologies (including connected Vehicle to Everything/V2X) to enhance safety provides opportunities to identify promising technologies and evaluate which should be implemented. This task order provides support for Road User Safety Technology from July 1, 2024, through June 30, 2025.

###### **Scope**

The HNTB scope for this task order includes systems engineering, project management, and other related functions to build upon and expand deployment of Road User Technologies including connected vehicles (V2X). The work includes investigation and research into emerging technologies for complementary integration with V2X that will ultimately make progress towards implementation of smart, connected roadways. HNTB engineers and specialists will serve as an extension of THEA staff to perform scope tasks expected to include but not be limited to:

- 1) Identification and evaluation of novel road user safety technologies and their suitability for integration into THEA's evolving V2X ecosystem.
- 2) Introducing THEA to road safety technology vendors and conducting meetings to investigate THEA-focused deployment opportunities.
- 3) Coordinating and conducting demonstrations of road user safety technologies.
- 4) Coordinating and conducting peer agency discussions and meetings to gauge technology performance, lessons learned, cost, and other implementation considerations.

###### **Deliverables**

- Brief technical white/concept papers of novel road user safety technologies and their corresponding applicability to THEA.
- Documentation and photos of demonstrations.
- Meeting notes/brief summaries for technology vendor and peer agency meetings
- E Providing Consultant Project Management and Development support

[illegible]

#### IV. B. 16. Intelligent Decision Support System & Data Management, HNTB

## **HNTB PR 2025XXXX**

### **HI-0209-P-19**

## **Intelligent Decision Support System (IDSS) & Data Management (7/1/24 - 6/30/25)**

### **Scope Of Services**

#### **Purpose & Need**

THEA has initiated the development of a system to enable data-driven decision-making to support the development and maintenance of the 30 year work program. The data needs for this system are cross-cutting of all THEA functions and data sources. This task order provides support for development of an Intelligent Decision Support System (IDSS) & Data Management development from July 1, 2024, through June 30, 2025.

#### **Scope**

In fiscal year 24, THEA established the first phase of the IDSS and the basics to develop cross-departmental data and spatial capabilities. This task order builds on FY 24 progress to provide additional functionality, increased integration with Esri products such as ArcGIS, data from the Regional Integrated Transportation Information System (RITIS), and other data sources. The IDSS development will also focus on enhancing the data management/storage capabilities and data business planning.

HNTB technology engineers and data specialists will support THEA staff to perform scope tasks expected to include but not be limited to:

- 1)Updating the Phase 1 IDSS Concept of Operations (ConOps) and developing a Data Business Plan to accommodate new/proposed system elements and data sources.
- 2)Exploring and integrating additional real-time or near real-time data sources.
- 3)Exploring and integrating additional historical data sources, such as RITIS.
- 4)Create/Update dashboards to visualize the data consumed.
- 5)Support and review THEA Data Governance Policies (by others).
- 6)Identifying and evaluating data vendors/providers.
- 7)Conduct routine IDSS progress and coordination meetings.
- 8)Assistance with internal/external data management and business planning.
- 9)Support in creating and implementing Key Performance Indicators (KPIs) and documenting expected KPI-based outcomes.

#### **Deliverables**

- Updated IDSS ConOps and Data Business Plan
- Research summaries on potential real-time (or near-real time) and historical data sources/vendors.
- Dashboards visualizing integrated data.
- Review, comments, and edits to THEA Data Governance Policies (by others).
- IDSS progress and meeting summaries.
- KPIs.

| SUMMARY FEE SHEET                                            |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             |                                                           |                         |                  |
|--------------------------------------------------------------|------------------------|-------------------|-------------|-------------------|-------------|---------------------------------------------------------------------------------|-------------|--------------|-------------|------------|-------------|-----------|-------------|----------------|-------------|--------------------|-------------|-----------------------------------------------------------|-------------------------|------------------|
| ATTACHMENT "A"                                               |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             |                                                           |                         |                  |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority |                        |                   |             |                   |             | HNTB PR 2025XXXX                                                                |             |              |             |            |             |           |             |                |             |                    |             |                                                           |                         |                  |
| GEC CONTRACT NO. HNTB PR 2025XXXX                            |                        |                   |             |                   |             | Intelligent Decision Support System (IDSS) & Data Management (7/1/24 - 6/30/25) |             |              |             |            |             |           |             |                |             |                    |             |                                                           |                         |                  |
| HI-0209-P-19                                                 |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             |                                                           |                         |                  |
| PRIME CONSULTANT: HNTB Corporation                           |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             |                                                           |                         |                  |
| ACTIVITY                                                     |                        | Project Manager 3 |             | Project Manager 2 |             | Chief Engineer 1                                                                |             | Sr. Designer |             | Engineer 2 |             | Planner   |             | GIS Specialist |             | Secretary/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 |                  |
| IDSS & Data Management Support                               |                        | 13                | \$ 1,414.92 | 99                | \$10,248.48 | 280                                                                             | \$26,695.20 | 280          | \$22,041.60 | 220        | \$15,276.80 | 160       | \$9,360.00  | 60             | \$2,788.80  | 18                 | \$407.88    | 1130                                                      | \$88,233.68             | \$78.08          |
| Total Man Hours                                              | Total Salary [(MHxHR)] | 13                | \$1,414.92  | 99                | \$10,248.48 | 280                                                                             | \$26,695.20 | 280          | \$22,041.60 | 220        | \$15,276.80 | 160       | \$9,360.00  | 60             | \$2,788.80  | 18                 | \$407.88    | 1,130                                                     | \$ 88,233.68            | \$78.08          |
|                                                              |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             | Basic Activities Maximum Limiting Fees (Salary Costs)     |                         | \$88,233.68      |
|                                                              |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             | Cost Elements & Additives                                 |                         |                  |
|                                                              |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             | (a) 2.80258 Multiplier                                    |                         | \$247,281.95     |
| Direct Expenses                                              |                        | 3.07%             |             | \$ 2,708.77       |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                         | \$247,281.95     |
|                                                              |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             | (d) Direct Reimbursables                                  |                         | \$2,708.77       |
|                                                              |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             | Total Project Cost:                                       |                         | \$249,990.72     |
|                                                              |                        |                   |             |                   |             |                                                                                 |             |              |             |            |             |           |             |                |             |                    |             |                                                           |                         |                  |



#### IV. B. 17. MultiModal ITS Project Support, HNTB

**HNTB PR 2025XXXX**  
**HI-0227-P-05**  
**MultiModal ITS (MMITSS) (7/1/24 - 6/30/25)**  
**Scope Of Services**

**Purpose & Need**

Initiated through the THEA CV Pilot, the Multi Modal Intelligent Traffic Signal System (MMITSS) developed by Dr. Larry Head at the University of Arizona (UAZ), is in the process of being applied to manage queues along Meridian Ave. and other THEA off-ramp locations. Due to THEA's small staff size, support is required to provide guidance and oversight of this implementation. This task order provides support for MMITSS development and implementation from July 1, 2024, through June 30, 2025.

**Scope**

The HNTB scope for this task order includes project management and limited systems engineering support for overseeing Dr. Head and his team in implementing MMITSS (under a separate THEA-University of Arizona contract). HNTB engineers and project managers will support THEA staff to perform scope tasks expected to include but not be limited to:

- 1)Review all UAZ deliverables and provide written comments and edits.
- 2)Oversee schedule for adherence and critical path activities.
- 3)Serve as an interface between UAZ and the City of Tampa (as required).
- 4)Represent THEA in all project meetings; including those held at the University of Arizona.
- 5)Provide technical support for MMITSS design, testing, and implementation.

**Deliverables**

- Written comments and comment resolution documentation.
- Gather and provide information/documentation requested by Dr. Head/UAZ.
- Brief meeting summaries.
- Independent Verification and Validation test plan and results.

| SUMMARY FEE SHEET                                            |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
|--------------------------------------------------------------|---------------------------|-------------------|--------------------------|--------------------------------------------|--------------------------|-----------------------------------------------------------|-------------------------|--------------|-------------------------|--------------|-------------------------|--------------|-------------------------|----------------|-------------------------|--------------------|-------------------------|----------------------------|-------------------------------|------------------------|--|
| ATTACHMENT "A"                                               |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority |                           |                   |                          | HNTB PR 2025XXXX                           |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
| GEC CONTRACT NO. HNTB PR 2025XXXX                            |                           |                   |                          | MultiModal ITS (MMITSS) (7/1/24 - 6/30/25) |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
| HI-0227-P-05                                                 |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
| PRIME CONSULTANT: HNTB Corporation                           |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
|                                                              |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
| ACTIVITY                                                     |                           | Project Manager 3 |                          | Project Manager 2                          |                          | Chief Engineer 1<br>Sr. Proj. Eng.                        |                         | Sr. Designer |                         | Engineer 2   |                         | Planner      |                         | GIS Specialist |                         | Secretary/Clerical |                         | TOTAL                      |                               | Avg.<br>Hourly<br>Rate |  |
|                                                              |                           | Man<br>Hours      | Hourly Rate<br>\$ 108.84 | Man<br>Hours                               | Hourly Rate<br>\$ 103.52 | Man<br>Hours                                              | Hourly Rate<br>\$ 95.34 | Man<br>Hours | Hourly Rate<br>\$ 78.72 | Man<br>Hours | Hourly Rate<br>\$ 69.44 | Man<br>Hours | Hourly Rate<br>\$ 58.50 | Man<br>Hours   | Hourly Rate<br>\$ 46.48 | Man<br>Hours       | Hourly Rate<br>\$ 22.66 | Manhours<br>By<br>Activity | Salary Cost<br>By<br>Activity |                        |  |
| MultiModal ITS (MMITS) Support                               |                           | 24                | \$2,612.16               | 48                                         | \$4,968.96               | 64                                                        | \$6,101.76              | 64           | \$5,038.08              | 64           | \$4,444.16              | 42           | \$2,457.00              | 20             | \$929.60                | 12                 | \$271.92                | 338                        | \$26,823.64                   | \$79.36                |  |
| Total<br>Man Hours                                           | Total Salary<br>[(MhXHR)] | 24                | \$2,612.16               | 48                                         | \$4,968.96               | 64                                                        | \$6,101.76              | 64           | \$5,038.08              | 64           | \$4,444.16              | 42           | \$2,457.00              | 20             | \$929.60                | 12                 | \$271.92                | 338                        | \$ 26,823.64                  | \$79.36                |  |
| Basic Activities Maximum Limiting Fees (Salary Costs)        |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         | \$26,823.64                |                               |                        |  |
| Cost Elements & Additives                                    |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |  |
| (a) 2.80258 Multiplier                                       |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         | \$75,175.40                |                               |                        |  |
| Direct Expenses                                              |                           | 3.07%             |                          | \$ 823.49                                  |                          | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$75,175.40                   |                        |  |
| (d) Direct Reimbursables                                     |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         | \$823.49                   |                               |                        |  |
| Total Project Cost:                                          |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         | \$75,998.88                |                               |                        |  |
| Maximum Limiting Amount:                                     |                           |                   |                          |                                            |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         | \$76,000.00                |                               |                        |  |

#### IV. B. 18. Implementable Data-Driven Pedestrian Safety, HNTB

**O-00121**

**HI-0253 P-XX**

**Implementable Data Driven Pedestrian Safety (7/1/24 – 6/30/25) Scope of Services**

**Purpose & Need**

The safety of vulnerable road users, including pedestrians, is paramount and a central component of the Tampa region's vision zero initiatives. Of particular focus of this task work order are improvements at the termini of THEA facility off-ramps where pedestrians are particularly vulnerable to the relatively higher speeds of Selmon/REL exiting traffic. Other THEA facilities including parks and greenways are also included. This task applies a data-driven approach to identify, prioritize, and recommend strategies to address pedestrian and bicycle safety needs at THEA's ramp terminals. THEA's in-house staff requires assistance for project management, engineering, and liaison support with other agencies for pedestrian safety sustainability improvements from 7/1/24 to 6/30/25.

**Scope**

The following services to sustain pedestrian safety will be provided under this task work order.

1. Identify and prioritize locations for candidate pedestrian safety improvements, including the areas of Selmon/REL off-ramps, parks, and the greenway.
2. Research and coordinate innovative technology strategies for improving safety of pedestrian and other vulnerable road users.
3. Ensuring that pedestrian treatments are sustainable and resilient.
4. Provide engineering and project management support for piloting and/or implementing pedestrian safety improvements.
5. Provide support to THEA staff in participating in related vulnerable road user safety improvement initiatives of agencies such as the City of Tampa, Hillsborough County, and the Florida Department of Transportation.
6. Assist THEA staff in developing outreach and educational materials for stakeholders and the community at large.

|                                              |  |                                         |                |                 |                |                                                         |                |                  |                |                    |                |                  |                |                |                |           |                |                      |                         |                  |             |         |
|----------------------------------------------|--|-----------------------------------------|----------------|-----------------|----------------|---------------------------------------------------------|----------------|------------------|----------------|--------------------|----------------|------------------|----------------|----------------|----------------|-----------|----------------|----------------------|-------------------------|------------------|-------------|---------|
| SUMMARY FEE SHEET                            |  |                                         |                |                 |                |                                                         |                |                  |                |                    |                |                  |                |                |                |           |                |                      |                         |                  |             |         |
| ATTACHMENT "A"                               |  |                                         |                |                 |                |                                                         |                |                  |                |                    |                |                  |                |                |                |           |                |                      |                         |                  |             |         |
| PROJECT DESCRIPTION:                         |  | Tampa-Hillsborough Expressway Authority |                |                 |                | HNTB PR 2025XXXX                                        |                |                  |                |                    |                |                  |                |                |                |           |                |                      |                         |                  |             |         |
| GEC CONTRACT NO.                             |  | O-00121                                 |                |                 |                | Implementable Data Driven Ped Safety (7/1/24 - 6/30/25) |                |                  |                |                    |                |                  |                |                |                |           |                |                      |                         |                  |             |         |
| HI-0253 P-XX                                 |  |                                         |                |                 |                |                                                         |                |                  |                |                    |                |                  |                |                |                |           |                |                      |                         |                  |             |         |
| PRIME CONSULTANT:                            |  | HNTB Corporation                        |                |                 |                |                                                         |                |                  |                |                    |                |                  |                |                |                |           |                |                      |                         |                  |             |         |
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| ACTIVITY                                     |  | Sr. Technical Advisor                   |                | Project Manager |                | Chief Eng./Planner<br>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 |                  |             |         |
|                                              |  | 8                                       | \$1,386.96     | 48              | \$6,937.92     | 60                                                      | \$6,131.40     | 65               | \$5,196.75     | 64                 | \$3,943.68     | 46               | \$2,217.66     | 15             | \$584.25       | 7         | \$158.62       | 313                  | \$26,557.24             | \$84.85          |             |         |
| Implementable Data Driven Ped Safety Support |  | 8                                       | \$1,386.96     | 48              | \$6,937.92     | 60                                                      | \$6,131.40     | 65               | \$5,196.75     | 64                 | \$3,943.68     | 46               | \$2,217.66     | 15             | \$584.25       | 7         | \$158.62       | 313                  | \$26,557.24             | \$84.85          |             |         |
| Total Man Hours                              |  | Total Salary [(MHxHR)]                  |                | 8               | \$1,386.96     | 48                                                      | \$6,937.92     | 60               | \$6,131.40     | 65                 | \$5,196.75     | 64               | \$3,943.68     | 46             | \$2,217.66     | 15        | \$584.25       | 7                    | \$158.62                | 313              | \$26,557.24 | \$84.85 |
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#### IV. B. 19. Resiliency & Sustainability, HNTB

**HNTB PR 2025XXXX**  
**HI-0253-P-02-IE**  
**Resiliency & Sustainability (7/1/24 - 6/30/25)**  
**Scope Of Services**

**Purpose & Need**

Transportation infrastructure resiliency and sustainability are key to leveraging existing investments and serving THEA customers and the community into the future. Furthermore, resiliency and sustainability demand innovative solutions that crosscut many of THEA functions including project planning, design, and operations. Support to THEA's small staff is required to ensure resiliency and sustainability is integrated into existing and emerging initiatives from July 1, 2024, through June 30, 2025.

**Scope**

In this task order, HNTB will support THEA staff with engineering, technical, and project management expertise to ensure resiliency and sustainability is considered and integrated into projects. This includes developing innovative solutions to address challenges associated with climate change as well as social and economic equity for THEA customers and the Tampa community. HNTB engineers and specialists will support THEA staff in performing scope tasks expected to include but not be limited to:

- 1) Identification and evaluation of innovative resilient and sustainable strategies and their suitability, in coordination with other contractors, for integration into THEA's existing and emerging infrastructure projects.
- 2) Identification of economically disadvantaged communities impacted by THEA facilities and performing planning to address community needs, in coordination with other contractors.
- 3) Assist THEA staff in coordinating with other agencies and community associations.  
Attend and/or represent THEA in meetings

**Deliverables**

- Develop technical white/concept papers on resiliency and sustainability strategies and their applicability to THEA projects and initiatives
- Economically disadvantaged community impact assessment and planning documentation.
- Agency and community association meeting summaries.



| SUMMARY FEE SHEET                                            |                           |                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |
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| ATTACHMENT "A"                                               |                           |                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority |                           |                   |                          |                   |                          | HNTB PR 2025XXXX                                          |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |
| GEC CONTRACT NO. HNTB PR 2025XXXX                            |                           |                   |                          |                   |                          | Resiliency & Sustainability (7/1/24 - 6/30/25)            |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |
| HI-0253-P-02-IE                                              |                           |                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |
| PRIME CONSULTANT: HNTB Corporation                           |                           |                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |
| ACTIVITY                                                     |                           | Project Manager 3 |                          | Project Manager 2 |                          | Chief Engineer 1<br>Sr. Proj. Eng.                        |                         | Sr. Designer |                         | Engineer 2   |                         | Planner      |                         | GIS Specialist |                         | Secretary/Clerical |                         | TOTAL                      |                               | Avg.<br>Hourly<br>Rate |
|                                                              |                           | Man<br>Hours      | Hourly Rate<br>\$ 108.84 | Man<br>Hours      | Hourly Rate<br>\$ 103.52 | Man<br>Hours                                              | Hourly Rate<br>\$ 95.34 | Man<br>Hours | Hourly Rate<br>\$ 78.72 | Man<br>Hours | Hourly Rate<br>\$ 69.44 | Man<br>Hours | Hourly Rate<br>\$ 58.50 | Man<br>Hours   | Hourly Rate<br>\$ 46.48 | Man<br>Hours       | Hourly Rate<br>\$ 22.66 | Manhours<br>By<br>Activity | Salary Cost<br>By<br>Activity |                        |
| Resiliency & Sustainability Support                          |                           | 8                 | \$870.72                 | 20                | \$2,070.40               | 101                                                       | \$9,629.34              | 99           | \$7,793.28              | 120          | \$8,332.80              | 70           | \$4,095.00              | 48             | \$2,231.04              | 12                 | \$271.92                | 478                        | \$35,294.50                   | \$73.84                |
| Total<br>Man Hours                                           | Total Salary<br>[[MHxHR]] | 8                 | \$870.72                 | 20                | \$2,070.40               | 101                                                       | \$9,629.34              | 99           | \$7,793.28              | 120          | \$8,332.80              | 70           | \$4,095.00              | 48             | \$2,231.04              | 12                 | \$271.92                | 478                        | \$ 35,294.50                  | \$73.84                |
| Basic Activities Maximum Limiting Fees (Salary Costs)        |                           |                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$35,294.50                   |                        |
| Cost Elements & Additives                                    |                           |                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |
| (a) 2.80258 Multiplier                                       |                           |                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$98,915.66                   |                        |
| Direct Expenses                                              |                           | 3.07%             |                          | \$ 1,083.54       |                          | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$98,915.66                   |                        |
|                                                              |                           |                   |                          |                   |                          | (d) Direct Reimbursables                                  |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$1,083.54                    |                        |
|                                                              |                           |                   |                          |                   |                          | Total Project Cost:                                       |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$99,999.20                   |                        |
|                                                              |                           |                   |                          |                   |                          | Budget Amount:                                            |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$100,000.00                  |                        |

#### IV.B.20. Vulnerable Road User Support Services, HNTB

**HNTB PR 2025XXXX**  
**HI-0271 P-06**  
**VRU Pilot Support Services (7/1/24 - 6/30/25)**  
**Scope Of Services**

**Purpose & Need**

Vulnerable Road Users (VRU) are non-motorists and include pedestrians, roadside workers, cyclists, and wheelchair users. Addressing the unique needs of VRUs is critical to a “Zero Fatality” vision and foundational to THEA’s safety culture. Augmenting THEA’s small staff is required to incorporate VRU safety improvement considerations and strategies. This task order provides support for VRU Pilot development, implementation, and other services from July 1, 2024, through June 30, 2025.

**Scope**

THEA has initiated planning for VRU pilot project along Meridian Ave. and potentially other locations. The pilot is expected to include CV applications to improve bicyclist and scooterist safety. HNTB’s scope for this task order includes systems engineering, project management, and other related functions to support THEA in further planning, design, testing, and implementing the VRU pilot. HNTB engineers and CV specialists will provide support to THEA staff in performing scope tasks expected to include but not be limited to:

- 1) Integration support for Commsignia and other vendor Onboard Units (OBUs).
- 2) Oversight of installation fo Commsignia Central Application Software
- 3) Oversight of Commsignia RSU installation and connection to Commsignia Central Application Software
- 4) Support in fine-tuning VRU applications (developed by others).
- 5) Support with Meridian and other location VRU Pilot systems engineering, testing, and demonstration(s).
- 6) Coordination with the City of Tampa (pilot location dependent).

**Deliverables**

- VRU application (by others) comments documentation.
- Independent Verification and Validation test plan and results.
- Coordination documentation

|                                    |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
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| SUMMARY FEE SHEET                  |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
| ATTACHMENT "A"                     |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
| PROJECT DESCRIPTION:               |  | Tampa-Hillsborough Expressway Authority               |                          |                   |                          | HNTB PR 2025XXXX                                          |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
| GEC CONTRACT NO.                   |  | HNTB PR 2025XXXX                                      |                          |                   |                          | VRU Pilot Support Services (7/1/24 - 6/30/25)             |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
| HI-0271 P-06                       |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
| PRIME CONSULTANT:                  |  | HNTB Corporation                                      |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
|                                    |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
|                                    |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
|                                    |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
|                                    |  |                                                       |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
| ACTIVITY                           |  | Project Manager 3                                     |                          | Project Manager 2 |                          | Chief Engineer 1<br>Sr. Proj. Eng.                        |                         | Sr. Designer |                         | Engineer 2   |                         | Planner      |                         | GIS Specialist |                         | Secretary/Clerical |                         | TOTAL                      |                               | Avg.<br>Hourly<br>Rate |              |         |
|                                    |  | Man<br>Hours                                          | Hourly Rate<br>\$ 108.84 | Man<br>Hours      | Hourly Rate<br>\$ 103.52 | Man<br>Hours                                              | Hourly Rate<br>\$ 95.34 | Man<br>Hours | Hourly Rate<br>\$ 78.72 | Man<br>Hours | Hourly Rate<br>\$ 69.44 | Man<br>Hours | Hourly Rate<br>\$ 58.50 | Man<br>Hours   | Hourly Rate<br>\$ 46.48 | Man<br>Hours       | Hourly Rate<br>\$ 22.66 | Manhours<br>By<br>Activity | Salary Cost<br>By<br>Activity |                        |              |         |
| CV & Emerging Technologies Support |  | 17                                                    | \$1,850.28               | 41                | \$4,244.32               | 140                                                       | \$13,347.60             | 125          | \$9,840.00              | 120          | \$8,332.80              | 93           | \$5,440.50              | 17             | \$790.16                | 12                 | \$271.92                | 565                        | \$44,117.58                   | \$78.08                |              |         |
| Total<br>Man Hours                 |  | Total Salary<br>[(MHxHR)]                             |                          | 17                | \$1,850.28               | 41                                                        | \$4,244.32              | 140          | \$13,347.60             | 125          | \$9,840.00              | 120          | \$8,332.80              | 93             | \$5,440.50              | 17                 | \$790.16                | 12                         | \$271.92                      | 565                    | \$ 44,117.58 | \$78.08 |
|                                    |  | Basic Activities Maximum Limiting Fees (Salary Costs) |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               | \$44,117.58            |              |         |
|                                    |  | Cost Elements & Additives                             |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               |                        |              |         |
|                                    |  | (a) 2.80258 Multiplier                                |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               | \$123,643.05           |              |         |
| Direct Expenses                    |  | 3.07%                                                 |                          | \$ 1,354.41       |                          | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            | \$123,643.05                  |                        |              |         |
|                                    |  | (d) Direct Reimbursables                              |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               | \$1,354.41             |              |         |
|                                    |  | Total Project Cost:                                   |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               | \$124,997.46           |              |         |
|                                    |  | Maximum Limiting Amount:                              |                          |                   |                          |                                                           |                         |              |                         |              |                         |              |                         |                |                         |                    |                         |                            |                               | \$125,000.00           |              |         |

#### IV. B. 21. Emerging Tech THEA System Evaluation & Solution Concepts, MITRE

## **Tampa Hillsborough Expressway Authority Task Order 1: General Emerging Technology Support**

### **SCOPE OF WORK JULY 1, 2024**

#### **A. Overview**

Tampa Hillsborough Expressway Authority (THEA) seeks to increase the safety, stability, and security of its expressway operations with emerging technologies. THEA has research interests in vehicle connectivity, intelligent transportation systems, smart infrastructure, electric vehicles and other alternative fuels, mobility as a service, and autonomous systems. MITRE will work with THEA and its partners to plan, evaluate, and determine implementation steps for innovative, data-centered solutions.

#### **B. Services to be Performed**

MITRE will provide THEA planning staff with ongoing support services to evaluate existing conditions of the THEA system to develop concepts, requirements, and implementation plans for technical innovations that improve operations, deliver new capabilities, and create a more sustainable and resilient transportation network in alignment with its 5-year work program. Work will involve research and analysis, prototyping, testing, and validation in technical areas and may involve collaborating with THEA partners. Throughout this work, MITRE will facilitate a collaborative environment with THEA and various consultants engaged in different, yet interconnected, projects for information exchange. MITRE will also work closely with THEA to ensure the project is delivering the expected value and whether any changes or adjustments need to be made to the project's scope, schedule, budget, or resources.

#### **Emerging Technology Research and Analysis**

- Assess THEA's operations, priorities, and decision-making capabilities through document review, personnel interviews, data analysis, and site visits.
- Build tools, capabilities, processes to inform analysis and decision making on emerging technology.
- Research and analyze industry opportunities and scenarios to apply emerging technologies to THEA's operations.
- Develop technical information to inform THEA decisions about advanced technologies that improve THEA operations; recommend activities to pursue them consistent with the direction of the emerging technologies and THEA's priorities.
- Define and assess alternative solutions.

- Analyze economic, performance, and efficiency aspects of THEA operations and potential impacts of technology applications.
- Analyze and define requirements to reduce risk related to emerging technology applications.
- Prototype and test technology applications and support technology transition to operations.

### **Stakeholder Engagement**

MITRE will maintain consistent communication with THEA and its partners, including Southwest Research Institute, Deloitte Consulting, HNTB Corporation, CDM Smith, and other agencies. The objective of this engagement is to ensure the work executed by each consultant takes into account the potential impact on other projects, to effectively integrate the technical skills of various experts from differing fields, and that any concepts formulated by MITRE can be smoothly transitioned into separate project tasks. This process may include organizing meetings, review panels, leading workshops, providing training, and presenting results from experiments, analytical reports, and project outcomes. Additionally, in collaboration with THEA, MITRE will develop and execute a stakeholder management strategy to ensure all parties are adequately informed and remain involved throughout the duration of the contract and relevant projects.

### **General Management**

MITRE will provide general project support and deliver monthly progress reports. These reports will include updates on active initiatives, completed tasks, planned activities, and issues or risks identified. The reports will also cover financial aspects such as budget status, resource utilization, and cost performance.

## **C. Deliverables**

Deliverables anticipated under this general emerging technology support task order may include: Concepts and frameworks for decision-making, processes, and capability building.

- Operational scenario descriptions.
- Technical presentations and materials.
- Concept descriptions for alternative solutions.
- Analysis and test results.
- Draft requirements for technologies and applications.
- Roadmap of priority investments in emerging technologies over time.
- Monthly progress reports

D. Resources

MITRE core project team, Laboratories and Innovation Centers: Integrated Transportation, Data-Driven Policy, Connected Government, Enterprise Modernization, and Cyber Security.

E. Schedule

Period of Performance for this task order is July 1, 2024 through June 30, 2025. Efforts that extend beyond this duration will be provisioned by a supplement agreement or separate task order.

|                                         |         |                                  |         |         |
|-----------------------------------------|---------|----------------------------------|---------|---------|
|                                         | NTP     |                                  |         |         |
|                                         | Q3 2024 | Q4 2024                          | Q1 2025 | Q2 2025 |
| Emerging Technology Research & Analysis | assess  | creative solutioning & execution |         |         |
| Stakeholder Engagement                  | plan    | engage                           | engage  | engage  |
| General Management                      | setup   | monitoring and reporting         |         |         |

F. Fee Estimate

The estimate shall not exceed the maximum fee of amount shown in the table below. The hours billed shall only be for hours worked. The estimate assumes hour allocations are flexible to be reallocated between resources and tasks when necessary.

| TASK ORDER                                        | LABOR        | EXPENSES    | MAXIMUM FEE AMOUNT |
|---------------------------------------------------|--------------|-------------|--------------------|
| Task Order 1: General Emerging Technology Support | \$139,989.39 | \$10,000.40 | \$149,989.79       |

G. Assumptions

- Assignments will be directed by the Director of Innovation and THEA Project Manager (or delegate) up to the funding limits estimated in this work order.
- Assumes THEA staff availability in defining, reviewing, and providing input when necessary.



#### IV. B. 22. Roadside Toll Collection System Support, HNTB

**Tampa Hillsborough Expressway Authority  
On-Call Toll Operation Services  
Contract No.: XXXXXXXX  
HNTB Task Order X**

**RTCS RFP Development, Procurement and Installation Assistance**

**July 1, 2024 – June 30, 2025**

**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 Roadside Toll Collection System (RTCS). The RTCS is anticipated for use on the Selmon West Extension project and other Selmon Expressway and THEA projects which may include both traditional All-Electronic Tolling (AET) and reversible managed lane (RML) and components. The RFP will be created to allow THEA the flexibility to procure systems and services from toll system vendors to bring the best value to THEA. This Scope of Work describes the work efforts required to create the technical requirements and support THEA with the procurement process through the selection, vendor negotiations and contract award. It is anticipated that an additional Scope of Work will be assigned for implementation oversight of the RTCS once a preferred vendor is awarded notice to proceed (NTP).

**Description of Services**

**Task 1 – Prepare Scope of Work Document**

HNTB will work with THEA's Tolls, Legal and Administrative staff in development of the technical requirements and scope of work for the procurement. THEA standard procurement methods and procedures will be utilized to the greatest extent possible. HNTB will use existing relevant templates to author the technical requirements sections of the RFP.

**Deliverable:** Development and delivery assistance for the entire, complete procurement package

**Task 2 – Project Management and Procurement Support (Ongoing throughout Procurement Phase)**

- Ongoing maintenance of the project files and records
- Project schedules development and maintenance
- Project budget oversight and maintenance
- QA/QC Management
- Support for procurement-related questions and meetings throughout the procurement phase
- Task 2 meetings: Up to twelve monthly coordination meetings and miscellaneous additional four (4) one-hour meetings as needed.

**Deliverables:** Monthly schedule updates

### Task 3 – Support Pre-Proposal Meeting

- Assist in development of pre-proposal meeting presentation and materials
- Support and attend pre-proposal meeting

**Deliverables:** Assistance preparing pre-proposal meeting agenda; assist with THEA-lead pre-proposal meeting, and preparation with meeting documentation

### Task 4 – Support Proposer Questions and Addenda Period

- Track and compile Proposer questions received in approved form
- Coordinate with THEA team to develop responses to proposer questions
- Develop RFP addenda and update RFP for re-posting
- Task 4 meetings: Up to eight (8) three-hour meetings

**Deliverables:** Completed RFP addenda as necessary

### Task 5 – Proposal Review

- Plan the proposal review process with technical review team onsite
- Develop Technical Review Summary template
- Set-up preparation meetings with evaluation teams (see key meetings below)
- Review, summarize, and compile technical proposals using template
- Review and develop summary of Conformance Matrix responses
- Highlight any areas requiring clarifications or follow-up questions for vendors Work with THEA Legal to review terms and conditions exceptions responses
- Review Technical Proposal Summaries with Selection Committee
- Support post-oral interviews evaluation finalization by Selection Committee
- Support review/analysis of Price Proposal by the Price Review committee
- Task 5 key meetings:
  - **Selection Committee (SC) Kickoff Briefing** – Discuss the RFP overview and the evaluation process [1 hour WebEx meeting]
  - **All-Committees Meeting** – Discuss the overall evaluation process with all committee participants: Selection Committee (SC), Pass/Fail Committee (PFC), Technical Review Committee (TRC), and Pricing Committee (PC) [1 hour WebEx meeting]
  - **Committee Break Out Meetings** – (if necessary) Provide a more detailed summary of committee responsibilities and procedures [1 hour WebEx meeting]
  - **Pass/Fail Committee Review Outcome** – Provide the Selection Committee with an overview of the Pass/Fail Committee findings to inform them of what Proposer's continued through to technical evaluation or were rejected [1 hour WebEx meeting] **(To be scheduled upon completion of Pass/Fail review).**
  - **Technical Review Summary for Selection Committee** – Provide an overview of the Technical Review Summaries for the Selection Committee and facilitate discussion on findings contained in the summary documentation [Minimum of one (1) eight-hour onsite meeting] **(Final week before shortlisting is required).**
  - **Technical Review Summary for Selection Committee – Follow-up After Oral Presentations/Demos** – Provide an update of the Technical Review Summaries for the Selection Committee [Minimum 4 hour onsite/WebEx meeting] **(Within one week following Orals/Demos are completed).**

- Task 5 meetings: Three (3) four-hour preparation meetings, three (3) weeks of onsite technical reviews at THEA, and two (2) four-hour follow-up meetings as needed.

**Deliverables: Proposal review templates, pass/fail summary, Technical Proposal summary, summary of conformance matrix, and analysis of Price Proposals.**

### **Task 6 – Preparations for Oral Interviews / Demonstrations**

- Develop interviews / demos agenda with THEA team (Demos should include Image Processing and Dynamic Processing capabilities at a minimum.)
- Develop demo script if applicable
- Develop additional clarification questions to be sent to Proposers based on Proposal reviews
- Develop additional questions/concerns to cover at interviews
- Task 6 meetings: Three (3) four-hour preparation meetings, up to one (1) week of interviews dependent on number of proposals.

**Deliverables: Orals agendas; prepare questions to be sent and provided at interviews, demo script, summary of orals and follow-up questions.**

### **Task 7 – Post Orals/Demonstration Evaluation**

- Demo/interview follow-up and summary preparation
- Support updates to technical evaluation by Selection Committee for updated evaluation and re-ranking of proposers based on Oral/Demonstrations
- Task 7 meetings: Two (2) four-hour follow-up meetings as needed.

### **Task 8 – BAFO and Negotiations**

- Support development of negotiation documents
- Attend negotiation and BAFO meetings
- Review and analyze negotiation items
- Review and summarize BAFO proposals if applicable
- Document results and changes from the negotiations
- Update scope of work and technical requirements document and conform final specifications
- Task 8 meetings: Up to five (5) one-day meetings to cover BAFO and negotiations as needed.

**Deliverables: Updated documents and conformed specifications as needed.**

### **Task 9 – Contract Finalization and Award**

- Task 9 meetings: Up to four (4) four-hour meetings as needed to support THEA regarding any contract finalization associated with the scope of work and technical requirements.

**Deliverables: Finalized document package and supporting materials as needed.**

|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|--------------------------------------------------------------|--|------------------------|-----------------------|-----------------|-----------------------|-------------------|----------------------|-------------------|----------------------|----------------------------------------------------------|----------------------|------------------|----------------------|----------------|----------------------|-------------|----------------------|-------------------------|-------------------------|---------------------|--------------|---------|
| SUMMARY FEE SHEET                                            |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
| ATTACHMENT "A"                                               |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority |  |                        |                       |                 |                       |                   |                      |                   |                      | HNTB PR 2025XXXX                                         |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
| GEC CONTRACT NO. O-00121                                     |  |                        |                       |                 |                       |                   |                      |                   |                      | Roadside Toll Collection System Support (7/1/24-6/30/25) |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
| CPMP HI-0096 P-XX                                            |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
| PRIME CONSULTANT: HNTB Corporation                           |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
| ACTIVITY                                                     |  | Sr. Technical Advisor  |                       | Project Manager |                       | Senior Specialist |                      | Sr. Eng./Planner/ |                      | Proj. Engineer/Planner                                   |                      | Engineer/Planner |                      | Sr. Technician |                      | Clerical    |                      | TOTAL                   |                         | Avg. Hourly Rate    |              |         |
|                                                              |  | Staff Hours            | Hourly Rate \$ 124.75 | Staff Hours     | Hourly Rate \$ 125.95 | Staff Hours       | Hourly Rate \$ 90.39 | Staff Hours       | Hourly Rate \$ 79.27 | Staff Hours                                              | Hourly Rate \$ 60.60 | Staff Hours      | Hourly Rate \$ 46.39 | Staff Hours    | Hourly Rate \$ 45.32 | Staff Hours | Hourly Rate \$ 22.66 | Staff Hours By Activity | Salary Cost By Activity |                     |              |         |
|                                                              |  | 4                      | \$499.00              | 8               | \$1,007.60            | 8                 | \$723.12             | 0                 | \$0.00               | 8                                                        | \$484.80             | 0                | \$0.00               | 0              | \$0.00               | 4           | \$90.64              | 32                      | \$2,805.16              | \$87.66             |              |         |
| Prepare RFP Document                                         |  | 8                      | \$998.00              | 4               | \$503.80              | 0                 | \$0.00               | 0                 | \$0.00               | 0                                                        | \$0.00               | 0                | \$0.00               | 0              | \$0.00               | 4           | \$90.64              | 16                      | \$1,592.44              | \$0.00              |              |         |
| Project Management                                           |  | 8                      | \$998.00              | 8               | \$1,007.60            | 21                | \$1,898.19           | 0                 | \$0.00               | 16                                                       | \$969.60             | 0                | \$0.00               | 0              | \$0.00               | 8           | \$181.28             | 61                      | \$5,054.67              | \$0.00              |              |         |
| Support during procurement process                           |  | 16                     | \$1,996.00            | 8               | \$1,007.60            | 20                | \$1,807.80           | 0                 | \$0.00               | 8                                                        | \$484.80             | 0                | \$0.00               | 0              | \$0.00               | 16          | \$362.56             | 68                      | \$5,658.76              | \$83.22             |              |         |
| Support Pre-Proposal Meeting                                 |  | 32                     | \$3,992.00            | 8               | \$1,007.60            | 48                | \$4,338.72           | 0                 | \$0.00               | 30                                                       | \$1,818.00           | 0                | \$0.00               | 0              | \$0.00               | 16          | \$362.56             | 134                     | \$11,518.88             | \$85.96             |              |         |
| Support Proposer Questions and Addenda Period                |  | 40                     | \$4,990.00            | 18              | \$2,267.10            | 80                | \$7,231.20           | 0                 | \$0.00               | 40                                                       | \$2,424.00           | 0                | \$0.00               | 0              | \$0.00               | 32          | \$725.12             | 210                     | \$17,637.42             | \$83.99             |              |         |
| Proposal Review                                              |  | 16                     | \$1,996.00            | 4               | \$503.80              | 40                | \$3,615.60           | 0                 | \$0.00               | 24                                                       | \$1,454.40           | 0                | \$0.00               | 0              | \$0.00               | 24          | \$543.84             | 108                     | \$8,113.64              | \$75.13             |              |         |
| Preparation for Oral Interviews / Demonstrations             |  | 16                     | \$1,996.00            | 8               | \$1,007.60            | 24                | \$2,169.36           | 0                 | \$0.00               | 8                                                        | \$484.80             | 0                | \$0.00               | 0              | \$0.00               | 16          | \$362.56             | 72                      | \$6,020.32              | \$83.62             |              |         |
| Post Orals/Demonstration Evaluation                          |  | 20                     | \$2,495.00            | 2               | \$251.90              | 40                | \$3,615.60           | 0                 | \$0.00               | 4                                                        | \$242.40             | 0                | \$0.00               | 0              | \$0.00               | 8           | \$181.28             | 74                      | \$6,786.18              | \$91.71             |              |         |
| BAFO and Negotiations Support                                |  | 16                     | \$1,996.00            | 2               | \$251.90              | 16                | \$1,446.24           | 0                 | \$0.00               | 0                                                        | \$0.00               | 0                | \$0.00               | 0              | \$0.00               | 8           | \$181.28             | 42                      | \$3,875.42              | \$92.27             |              |         |
| Contract Finalization and Award Support                      |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
| Total Staff Hours                                            |  | Total Salary [(SHxHR)] |                       | 176             | \$21,956.00           | 70                | \$8,816.50           | 297               | \$26,845.83          | 0                                                        | \$0.00               | 138              | \$8,362.80           | 0              | \$0.00               | 0           | \$0.00               | 136                     | \$3,081.76              | 817                 | \$69,062.89  | \$84.53 |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         | Total               |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         | \$69,062.89         |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         | \$0.00              |              |         |
| Direct Expenses                                              |  |                        | 4.37%                 |                 | \$3,018.05            |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         | (a) 2.78 Multiplier | \$191,994.83 |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |
|                                                              |  |                        |                       |                 |                       |                   |                      |                   |                      |                                                          |                      |                  |                      |                |                      |             |                      |                         |                         |                     |              |         |

#### IV. B. 23 - OBOS System Support, HNTB

**Tampa Hillsborough Expressway Authority  
On-Call Toll Operation Services  
Contract No.: XXXXXXXX  
HNTB Task Order X**

**OBOS RFP Development and Procurement Assistance**

**July 1, 2024 – June 30, 2025**

**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 an Operational Back Office System (OBOS). The OBOS will replace the current THEA's Back Office System (TOBS). HNTB's role in the project, as requested by THEA, is to provide peer review services in the development of the procurement document and support to THEA Team up to the notice to proceed (NTP) for the selected OBOS Contractor. This Scope of Work includes peer review support in the creation of the technical requirements and support THEA with the procurement process through selection, vendor negotiations and contract award. It is anticipated that THEA will contract additional support from consultants once a preferred vendor is awarded a contract.

**Description of Services**

**Task 1 – Project Management**

- Periodic project meetings with THEA and project team
- QA/QC Management of HNTB Work
- Peer review of presentations and correspondence
- Management of HNTB resources

**Task 2 – Establish Baseline Requirements**

- Attendance at kickoff meeting and THEA Stakeholder meetings to establish goals, needs and baseline functionality and requirements
- Peer review support of approach documents
- Review of Business Rules, policies, operational documents
- Develop data performance standards

**Task 3 – Preparation of OBOS Requirements**

- Complete peer review of Administrative Requirements
- Provide peer review of Technical Requirements
- Lead the collection and documentation of external interfaces (UFM and Interface with CFX for E-ZPass)
- Complete peer review of the Maintenance Plan

**Task 4 – Draft Scope of Work**

- Complete peer review of Draft Scope of Work

**Task 5 – Review Scope of Work with THEA**

- Participate in review meetings with THEA on the Draft Scope of Work

**Task 6 – Final Scope of Work**

- Complete peer review of Final Scope of Work

**Task 7 – Procurement Support**

- Provide support to contract boilerplate as requested
- Provide support to pre-proposal conference
- Provide peer review of engineers estimate
- Provide peer review of addendums to technical requirements
- Provide peer review of draft and final briefing presentations
- Provide support to BAFO activities
- Provide support to negotiations
- Review technical proposals from vendors
- Provide SME support to technical review and selection teams

**Task 8 – Installation Support**

- Provide support to THEA as requested
- Provide installation support to contractor
- Attend meetings and respond to RFI's
- Review testing and certification results



|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         |                                                           |
|--------------------------------------------------------------|--|-----------------------|-----------------------|-----------------|-----------------------|-------------------|----------------------|-------------------|----------------------|---------------------------------------------------------|----------------------|------------------|----------------------|----------------|----------------------|-------------|----------------------|-------------------------|-----------------------------------------------------------|
| SUMMARY FEE SHEET                                            |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         |                                                           |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      | ATTACHMENT "A"                                          |                      |                  |                      |                |                      |             |                      |                         |                                                           |
| PROJECT DESCRIPTION: Tampa-Hillsborough Expressway Authority |  |                       |                       |                 |                       |                   |                      |                   |                      | HNTB PR 2023XXXX                                        |                      |                  |                      |                |                      |             |                      |                         |                                                           |
| GEC CONTRACT NO. O-00121                                     |  |                       |                       |                 |                       |                   |                      |                   |                      | Operational Back Office System Support (7/1/24-6/30/25) |                      |                  |                      |                |                      |             |                      |                         |                                                           |
| CPMP HI-0096 P-XX                                            |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         |                                                           |
| PRIME CONSULTANT: HNTB Corporation                           |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         |                                                           |
| ACTIVITY                                                     |  | Sr. Technical Advisor |                       | Project Manager |                       | Senior Specialist |                      | Sr. Eng./Planner/ |                      | Proj. Engineer/Planner                                  |                      | Engineer/Planner |                      | Sr. Technician |                      | Clerical    |                      | TOTAL                   |                                                           |
|                                                              |  | Staff Hours           | Hourly Rate \$ 124.75 | Staff Hours     | Hourly Rate \$ 125.95 | Staff Hours       | Hourly Rate \$ 90.39 | Staff Hours       | Hourly Rate \$ 79.27 | Staff Hours                                             | Hourly Rate \$ 60.60 | Staff Hours      | Hourly Rate \$ 46.39 | Staff Hours    | Hourly Rate \$ 45.32 | Staff Hours | Hourly Rate \$ 22.66 | Staff Hours By Activity | Salary Cost By Activity                                   |
| Project Management                                           |  | 0                     | \$0.00                | 4               | \$503.80              | 0                 | \$0.00               | 0                 | \$0.00               | 0                                                       | \$0.00               | 0                | \$0.00               | 0              | \$0.00               | 0           | \$0.00               | 4                       | \$504                                                     |
| Establish Baseline Requirements                              |  | 2                     | \$249.50              | 2               | \$251.90              | 0                 | \$0.00               | 0                 | \$0.00               | 2                                                       | \$121.20             | 0                | \$0.00               | 0              | \$0.00               | 0           | \$0.00               | 6                       | \$623                                                     |
| Preparation of OBOS Requirements                             |  | 4                     | \$499.00              | 4               | \$503.80              | 4                 | \$361.56             | 0                 | \$0.00               | 4                                                       | \$242.40             | 0                | \$0.00               | 0              | \$0.00               | 2           | \$45.32              | 18                      | \$1,652                                                   |
| Draft SOW                                                    |  | 0                     | \$0.00                | 2               | \$251.90              | 2                 | \$180.78             | 0                 | \$0.00               | 0                                                       | \$0.00               | 0                | \$0.00               | 0              | \$0.00               | 0           | \$0.00               | 4                       | \$433                                                     |
| Review SOW with THEA                                         |  | 0                     | \$0.00                | 8               | \$1,007.60            | 0                 | \$0.00               | 0                 | \$0.00               | 0                                                       | \$0.00               | 0                | \$0.00               | 0              | \$0.00               | 0           | \$0.00               | 8                       | \$1,008                                                   |
| Final SOW                                                    |  | 10                    | \$1,247.50            | 12              | \$1,511.40            | 20                | \$1,807.80           | 0                 | \$0.00               | 10                                                      | \$606.00             | 0                | \$0.00               | 0              | \$0.00               | 5           | \$113.30             | 57                      | \$5,286                                                   |
| Procurement Support                                          |  | 10                    | \$1,247.50            | 40              | \$5,038.00            | 10                | \$903.90             | 0                 | \$0.00               | 10                                                      | \$606.00             | 0                | \$0.00               | 0              | \$0.00               | 8           | \$181.28             | 78                      | \$7,977                                                   |
| Installation Support                                         |  | 29                    | \$3,617.75            | 354             | \$44,586.30           | 320               | \$28,924.80          |                   |                      | 301                                                     | \$18,240.60          |                  |                      |                |                      | 21          | \$475.86             | 1025                    | \$95,845                                                  |
| Total Staff Hours                                            |  | 55                    | \$6,861.25            | 426             | \$53,654.70           | 356               | \$32,178.84          | 0                 | \$0.00               | 327                                                     | \$19,816.20          | 0                | \$0.00               | 0              | \$0.00               | 36          | \$815.76             | 1,200                   | \$113,326.75                                              |
| Total Salary [(SHxHR)]                                       |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         |                                                           |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         |                                                           |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | Total                                                     |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | Basic Activities Maximum Limiting Fees (Salary Costs)     |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | \$113,326.75                                              |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | Cost Elements & Additives                                 |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | (a) 2.78 Multiplier                                       |
| Direct Expenses                                              |  |                       | 4.37%                 |                 | \$4,952.38            |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | \$315,048.37                                              |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         |                                                           |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | SUBTOTAL (Cost Elements applied to Basic Activities Fee): |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | \$315,048.37                                              |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | (d) Direct Reimbursables                                  |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | \$4,952.38                                                |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | Total Project Cost:                                       |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | \$320,000.75                                              |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | Budget Amount:                                            |
|                                                              |  |                       |                       |                 |                       |                   |                      |                   |                      |                                                         |                      |                  |                      |                |                      |             |                      |                         | \$320,000.00                                              |

#### IV.B.24 US 301 Preliminary PD&E Services - Stakeholder Listening & Data Collection

# TAMPA HILLSBOROUGH **EXPRESSWAY** AUTHORITY

## US 301 Extension Pre-PD&E Study



813.961.4700



[ConsultVistra.com](http://ConsultVistra.com)



18315 N US Hwy 41  
Lutz, FL 33549

**Submitted to:**

Tampa Hillsborough Expressway Authority  
Keisha Pickett-Boyd  
Director of Strategy, Communications, and  
Community Engagement  
813.272.6740 Ext. 211  
[Keisha.Boyd@Tampa-Xway.com](mailto:Keisha.Boyd@Tampa-Xway.com)

**Submitted by:**

Vistra Communications, LLC  
Deborah K. Miller,  
VP of Contracts & Compliance  
813.968.1846  
[DeborahM@ConsultVistra.com](mailto:DeborahM@ConsultVistra.com)

Vistra Communications, LLC (Vistra) the pleased to partner with Tampa Hillsborough Expressway Authority (THEA) for the Selmon US 301 Express Toll Lanes Extension Planning and Preliminary PD&E Study Project. Vistra will be a part of the project team alongside WSP, Playbook PR and THEA's internal team to conduct a pre-PD&E study and gather feedback on the potential project. The community engagement strategy is broken down into four (4) phases, with Vistra executing in the first two (2) phases.

### **Phase One: Listening and Data Collection**

This initial communications outreach focuses on strategic grassroots activities to listen to key stakeholders and the public about their needs, project opportunities, and gather feedback. In this process, the team will collect necessary data to understand the issues and opportunities that will lead to successful community plan coordination in Phase Two. Community groups, including homeowners' associations (HOAs), civic groups and the business community (Chambers of Commerce) will be engaged. Outreach activities may include presentations or discussions at and/or visits to the groups, either at their regularly scheduled meetings or as a part of a larger community event. In partnership with the project team, Vistra's role will be as follows:

- Develop public preferences survey
- Support public meeting coordination
- Public meeting presentation
- Fact Sheet and Q&A documents
- Printing
- Bilingual services

### **Phase Two: Active Collaboration**

Public feedback and data collection details will be incorporated into presentations to larger stakeholder groups to engage with Hillsborough County in the Community Plan process. Outreach activities may include virtual and in-person townhall meetings as a prelude to initiation of a PD&E study, with a focus on collaborating with the updates of the community plans. In partnership with the project team, Vistra's role will be as follows:

- Tabulate and organize survey results and feedback
- Organize and conduct in person town hall meetings
- Develop meeting presentations for town hall sessions

## SCOPE OF SERVICES

Vistra is pleased to provide this Quote for THEA (Customer). This scope includes:

**Labor Funding:** \$106,160.00

- Project management, meetings and reporting
- Develop customized public preference survey for project website
- Tabulate post survey results for project
- Prepare, support and execute in person and virtual public and town hall meetings for Phase One and Two (potentially Phase Three and Four)
- Produce stakeholder fact sheet, Q&A documents, and additional collateral when requested
  - Files to be styled and branded to align with THEA and Project
- Translation services of materials

**ODCs Funding:** \$ 9,190.00

- Mileage
- Printed materials
- ZoomPro license subscription for virtual community meetings
- One (1)-year SurveyMonkey premium account to conduct feedback surveys

**Total: \$115,350.00**

Vistra will provide separate quotes for printing and delivery for printed materials. Zoom and SurveyMonkey premium accounts are for one (1)-year subscriptions and will be customized for the phase of the project, and only obtained if needed.

## PERIOD OF PERFORMANCE

Vistra will begin services promptly after receipt of a fully executed copy of this agreement and expects to complete all reviews no later than December 31, 2024.

## PRICE

The price quote for the above outlined Scope of Services is as follows and is valid for ten (10) days from the date of receipt of this quote.

**Total Price Quote:           \$115,350.00**

## PAYMENT TERMS & VALIDITY

### Payment Terms

Vistra will invoice monthly for services and costs rendered in the previous month. Payment is due within fifteen (15) days of Vistra's invoice date.

### Other Terms & Conditions

The quoted price above is based on the Scope of Services listed above. If changes are made to the proposed Scope of Services, the fixed price will be revised to accommodate said changes. All items are quoted as standard regarding specifics to quality, style and dimensions. Any upgrades will increase the price of this Quote.

In the event the Customer chooses to terminate its contractual relationship with Vistra prior to the completion of all the deliverables, Vistra will be entitled to receive payment for all work completed up to and including the date of termination.

If the Customer is non-responsive to requests for information which are deemed necessary to complete the project, Vistra reserves the right to terminate services early and invoice and be paid for any work completed up to and including the termination date.

Signature below indicates acceptance of the pricing and terms and conditions outlined in this Quote.

This Quote is valid for thirty (30) days from the submission date listed above.

Please email this signed Quote to Deborah Miller at [DeborahM@ConsultVistra.com](mailto:DeborahM@ConsultVistra.com).

# Acceptance

## THEA:

PRINTED NAME: Keisha Boyd-Pickett

TITLE: Director of Strategy, Communications,  
and Community Engagement

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## VISTRA COMMUNICATIONS, LLC:

PRINTED NAME: Deborah K. Miller

TITLE: VP of Contracts & Compliance

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

## CUSTOMER POINTS OF CONTACT:

### *Technical/Program*

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

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

Phone: \_\_\_\_\_

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

### *Invoicing*

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

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

Phone: \_\_\_\_\_

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

## V. A. 1. Contract Renewals and Expirations



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

Report month: May - June, 2024

| Project Manager | Firm                      | Description of Services                        | Contract Effective Date | Contract Expiration Date | Term of Contract (Years)       | Bid / Renew / End                                   | Initial Services Date |
|-----------------|---------------------------|------------------------------------------------|-------------------------|--------------------------|--------------------------------|-----------------------------------------------------|-----------------------|
| Tim             | Gannett Fleming, Inc.     | Miscellaneous Toll Operations Support Services | 11/8/2021               | 11/8/2024                | 3-yr, 2 Optional 1-yr Renewals | Renew<br>(1st one-year renewal ~ 11/8/24 - 11/8/25) | 7/5/2016              |
| Shari           | Infotect Design Solutions | General Information Technology Services        | 12/1/2021               | 12/1/2024                | 3-yr, 2 Optional 1-yr Renewals | Renew<br>(1st one-year renewal ~ 12/1/24 - 12/1/25) | 10/16/2014            |

AGREEMENT TO PIGGYBACK A CONTRACT  
FOR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Infotect Design Solutions, Inc.**, a Florida Corporation ("Contractor") entered into an agreement dated December 1, 2021, with the **Tampa-Hillsborough County Expressway Authority**, a public corporate body, for General Information Technology Network Support Services (Contract 0-01021), procured pursuant to F. S. §287.057, (the "Agreement").

WHEREAS, the City of Zephyrhills, 5335 8<sup>th</sup> St. Zephyrhills, FL 33542, a Florida municipal corporation ("City") has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to "piggyback" onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to "piggyback" onto the referenced Agreement between the Contractor and the Tampa-Hillsborough County Expressway Authority for utilization of the same or similar services and the Contractor consents to the aforesaid "piggybacking".

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The City and Contractor agree to follow the current Agreement term that expires on November 30, 2024, as agreed to by the Tampa-Hillsborough County Expressway Authority and the Contractor.
4. This piggyback shall be based on the arrangements made in the Tampa-Hillsborough County Expressway Authority. Documents are:
  - a. Original Contract
5. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.
6. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
7. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR**

8. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.
9. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.
10. Builders' Risk — If this Contract includes: (1) construction of a new above-ground structure or structures, or (2) any addition(s), improvement(s), alteration(s), or repair(s), to an existing above-ground structure or structures, or (3) the installation of machinery or equipment into an existing structure or structures, the Contractor shall provide, in a policy acceptable to the City, "all risk" (i.e. Special Form) property insurance on any such construction, additions, machinery or equipment. The amount of the insurance shall be no less than the estimated replacement value at

the time of the City's final acceptance of such new structures, addition(s), improvement(s), alteration(s), repair(s), machinery or equipment. The coverage shall not be subject to any restriction with respect to occupancy or use by the City and, subject to thirty (30) days' prior written notice to the City shall remain in full effect until final acceptance by the City. In addition, the City, the Professional, and the Contractor's subcontractors of any tier, shall be additional insureds on this policy. The insurance shall include a deductible no greater than one percent (1%) of the Contract amount, or \$25,000, whichever is smaller, for which the Contractor shall be responsible. The risk of loss whether insured or not shall remain with the Contractor until final acceptance. Upon request, Contractor shall furnish to the City complete copies of the insurance policy.

INFOTECH DESIGN SOLUTIONS INC,  
Authorized Representative

 3/29/22  
Signature Date

Steven R. Williams  
Print Name

WITNESS

 03/29/22  
Signature Date

CITY OF ZEPHYRHILLS

 March 28, 2022  
W. Alan Knight Date  
Council President

ATTEST

 March 28, 2022  
Lori Hillman Date  
City Clerk

 March 28, 2022  
Matthew Maggard Date  
City Attorney



Infotect Design Solutions  
P.O. Box 89157  
Tampa, FL 33689-0402  
[www.infotectdesign.com](http://www.infotectdesign.com)

March 7, 2022

City of Zephyrhills  
5335 8th Street  
Zephyrhills, FL 33542

To whom it may concern:

The purpose of this letter is to acknowledge that Infotect Design Solutions Inc., a Florida corporation, allows the City of Zephyrhills, a Florida municipal corporation, to "piggyback" onto any contract, amendments or extensions procured pursuant to F. S. 5287.057 by another governmental entity when seeking to utilize the same or similar services provided for/in the said contract.

Regards,

A handwritten signature in black ink, appearing to read "S. R. Williams", is written over a horizontal line.

Steven R. Williams  
President  
Infotect Design Solutions, Inc.

**AGREEMENT**  
**Between**  
**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**  
**And**  
**INFOTECT DESIGN SOLUTIONS, INC.**  
**For**  
**GENERAL INFORMATION TECHNOLOGY SERVICES**  
**CONTRACT NO. O-01021**

THIS AGREEMENT for general information technology services (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of December, 2021 (the "Effective Date"), by and between the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, a public body corporate and politic and an agency of the State of Florida, organized and existing under the Laws of Florida (the "Authority"), whose address is 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, and **INFOTECT DESIGN SOLUTIONS, INC.** (the "Consultant"), a corporation duly existing under the laws of the State of Florida, whose address is 3212 Parkside Center Circle, Tampa, Florida 33619.

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

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

WHEREAS, in response to the Authority's competitive solicitation process known as a Request for Proposals ("RFP") for General Information Technology Services, RFP O-01021, the Consultant submitted its response on September 09, 2021, (the "Proposal"); and

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

WHEREAS, the Authority agrees to compensate the Consultant for the services, on an as-needed basis, as described in the Consultant's Fee Schedule as contained in Exhibit "B."

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

1. **RECITALS.**

The above recitals are true and correct and are incorporated herein by this reference.

2. **SERVICES AND PERFORMANCE.**

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

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

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

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

2.05 The Consultant's Proposal submitted for the Scope of Services designated from its staff a qualified "Team Lead" having at least 5 years of experience in performing and/or administering similar types of work to

the services described in the Scope of Services. The "Team Lead" shall be the single point of contact as liaison with the Authority and administering the Agreement for the Consultant. The "Team Lead" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized Purchase Order estimates, schedules, payment applications, directing the Consultant's work forces, reports, day to day administrative matters, coordinating the Small Business Enterprise (SBE) policy to achieve the established goals and other related items necessary to fulfill the requirements of the Agreement.

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

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

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

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

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

### 3. **TERM.**

3.01 Subject to the termination provisions set forth herein, this Agreement shall begin upon the Effective



Date and shall continue in effect for a period of a **three year term** with the option to renew up to two (2) additional one (1) year terms as needed. The renewal option, if exercised, will be in a form of an amendment to this Agreement.

3.02 In the event it becomes impracticable or impossible for the Consultant to complete the expected Scope of Services within the term of this Agreement due to delays on the part of the Authority or circumstances beyond the control of the Consultant, the Agreement may be extended. An extension of the Agreement must be in writing. In the event there are delays caused by the Authority in approval of any of the materials submitted by the Consultant or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Consultant which delay the scheduled services completion date, the Authority may grant an extension of time equal to the aforementioned services schedule delay, as a minimum by issuance of a time extension letter.

3.03 It will be the responsibility of the Consultant to check at all times that sufficient time remains in the services schedule within which to complete the Scope of Services. In the event there have been delays which would affect the services completion date, the Consultant will submit a written request to the Authority which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Authority will review the request and make a determination as to granting all or part of the requested extension.

3.04 In the event time for performance of the scheduled services expires and the Consultant has not requested, or if the Authority has denied, an extension of the services schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the services schedule completion date until a time extension is granted or all work has been completed and accepted by the Authority if the Agreement term has not expired.

#### **4. COMPENSATION AND PAYMENT.**

4.01 The Authority agrees to compensate the Consultant for services performed under this Agreement, on an as-needed basis, as described in the Scope of Services as contained in Exhibit "A" and Fee Schedule as described in Exhibit "B."

4.02 The Consultant shall submit one (1) original of its monthly invoice in a form acceptable to the Authority no more than thirty (30) calendar days after the end of the month. Such invoice shall include (a) a breakdown of authorized services.

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

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

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

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

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

4.08 Effect of Payments. No payment by the Authority shall relieve the Consultant of its obligation to timely deliver the services required under this Agreement. If after approving or paying for any service, product, or deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the Consultant fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the Consultant shall return any compensation received therefore. No compensation shall be made for revisions to the Consultant's or subconsultant services or deliverables required due in any way to the error, omission, or fault of the Consultant, its employees, agents, or subconsultants. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Consultant pursuant to the terms of this Agreement upon providing the Consultant prior written notice thereof.

4.09 For this purpose, the end of the Agreement is the date of final billing or acceptance of the completion of the Scope of Services by the Authority, whichever is later.

## **5. INDEMNITY.**

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

5.01.1 The Consultant may utilize third party providers for products/services as a normal part of business for the purpose of performing the Scope of Services hereunder without additional cost to the Authority. The Consultant's liability is limited to the extent of the third party's liability and warranty.

5.01.2 The Consultant will provide recommendations and guidance on backup and security policies in the delivery of services. The Authority is responsible for testing all recommendations to ensure compliance with objectives. The Consultant is not liable for data loss or security breaches.

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

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

## **6. INSURANCE.**

6.01 The Consultant shall not commence any services until insurance of the types listed in the "Insurance, Requirements, Coverages, and Limits," as set forth in Exhibit "D," to this Agreement have been obtained by the Consultant (the "Certificates of Insurance") and provided to the Authority. Such insurance shall be maintained in

full force and effect during the term of this Agreement or for a longer term as may be otherwise provided hereunder. All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable to the Authority. All insurance coverages required of the Consultant shall be primary over any insurance or self-insurance program carried by the Authority. The Authority's approval or disapproval of the Consultant's insurance shall not release the Consultant and subconsultants of their respective obligations to exercise due care in the performance of their duties.

6.02 The Certificate of Insurance shall include the following statement: "The policy(ies) will not be cancelled or materially changed during the period of coverages without at least thirty (30) days prior written notice" addressed to the Authority, Attention: Contracts Department, 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602 or such other address as may hereafter be specified.

## **7. TERMINATION AND DEFAULT.**

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

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

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

7.04 If the Agreement is terminated under these provisions before performance is completed; the Consultant will be paid for the services provided and expenses incurred in compliance with the requirements of this Agreement to the date of termination.

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

7.06 Upon termination of the Agreement, whether for cause or convenience, or upon conclusion of the term of the Agreement, the Consultant shall accomplish a complete transition of the work being terminated from the Consultant to any successor or to any replacement provider designated by the Authority, without any interruption of

or adverse impact on the work or any other work provided by third parties at no additional cost to the Authority.

## **8. MISCELLANEOUS PROVISIONS.**

**8.01 Public Entity Crime Information Statement.** The Consultant represents that it is not currently on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information Statement." The Consultant also represents that its subconsultants are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its subconsultant(s) is placed on said list.

A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

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

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Consultant;
- (b) Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no costs, to the Authority all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of the Authority.
- (e) **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF RECORDS AT:**

Debbie Northington, Administrative Services Manager  
1104 E. Twiggs Street, Suite 300  
Tampa, FL 33602  
813-272-6740 ext. 118; [Debbie@tampa-xway.com](mailto:Debbie@tampa-xway.com)

8.03.1 The Consultant's failure to grant such public access will be grounds for immediate termination of this Agreement by the Authority pursuant to Section 8, Termination and Default.

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

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

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

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

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

8.08 **Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act.** During the performance of the services under this Agreement, the Consultant agrees that it will comply with all federal,

state, and local laws and ordinances applicable to the services or payment for the services thereof, and will not discriminate against any employee or applicant for employment because of race, age, creed, color, gender, national origin, or disability.

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

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

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

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

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

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

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

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

**8.14 Successors and Assigns.** The Authority and the Consultant bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Agreement.

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

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

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

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

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

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



the state courts of the Judicial Circuit of Hillsborough County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

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

8.22 **Truth-in-Negotiation.** Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current as of the date of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the Authority determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

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

9.01 Each party, by the execution hereof, knowingly, voluntarily and intentionally waive, for themselves and their respective successors and assigns, (including subconsultants and joint venture parties) any right which any one of them may have to a trial by jury in respect to any litigation, action, suit or proceeding (whether at law or in equity) based on this agreement and any amendment or addition to the agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents or representatives in connection with the agreement, whether arising in contract, tort or otherwise. No party shall seek to consolidate any such litigation, action, suit or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived. This provision is a material and mutual inducement to enter into this agreement.

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

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

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

10.01 If the provisions of Section 9 - "Waiver of Jury Trial," are found to be unenforceable, all claims, disputes and controversies between the Authority and the Consultant shall be decided and resolved by binding arbitration.

The arbitration shall occur in Tampa, Florida, and shall be conducted by a three (3) member panel. For arbitration of claims between the Authority and the Consultant arising out of or in any way related to a claim of the Consultant(s) against the Authority, the Consultant agrees to resolve those claims pursuant to the Arbitration provisions of the Authority's agreement with the applicable Consultant(s), which the Consultant has familiarized itself with and adopts herein by this reference. For arbitration of claims between the Authority and the Consultant, not arising out of or in any way related to a claim of the Consultant(s) against the Authority, the Consultant shall pick one arbitrator who is not an employee of or doing business with the Consultant. The Authority shall pick one arbitrator who is not an employee of or doing business with the Authority. The two selected arbitrators shall select the third arbitrator with concurrence of the Parties, unless additional parties are involved in the arbitration through consolidation or joinder and obtain authorization from the Authority and the Consultant to select a representative arbitrator. In that event, the parties shall arrive at a reasonable method for selecting the arbitrators.

#### **11. PROCEDURE FOR BINDING ARBITRATION.**

11.01 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement at the addresses set forth in Section 12 – "Notices" herein. Arbitration shall be conducted in accordance with the Florida Evidence Code. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

11.02 Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the contract in circumstances where:

- a) The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and,
- b) Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,
- c) The written consent of the other person or entity sought to be included and of the Authority and the Consultant has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

11.03 In order to assure complete resolution of any claim or controversy, the Consultant shall provide and require (in the agreements with subconsultants and material suppliers) for joinder in such arbitration proceedings, and all dispute resolution procedures set out herein as preconditions to such arbitration.

11.04 Therefore, notwithstanding Section 11.02(c) above, if a claim, dispute or other matter in question between the Authority and the Consultant involves the work of a subconsultant, either the Authority or the Consultant may join such subconsultant as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subconsultant or supplier, and against the Authority, the Consultant, or any of their subconsultants that does not otherwise exist.

11.05 In connection with the arbitration proceeding all participants shall be afforded pre-hearing discovery in accordance with the rules of evidence of the Florida Evidence Code. The time frames and requirements of the Florida Evidence Code may be shortened or modified by the arbitration panel at their discretion or on motion by a party if acceptable to the arbitration panel or by agreement between the parties.

## **12. NOTICES.**

12.01 All notices or other communications regarding this Agreement shall be made in writing and shall be deemed properly delivered to the addressee at the address set forth in this Agreement 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 Consultant: Steven Williams, President  
Infotect Design Solutions, Inc.  
3212 Parkside Center Circle  
Tampa, Florida 33619  
[Steview@infotectdesign.com](mailto:Steview@infotectdesign.com)

Notices to the Authority: Amy Lettelleir, General Counsel  
Tampa Hillsborough Expressway Authority  
1104 East Twiggs Street, Suite 300  
Tampa, Florida 33604  
[Amy.Lettelleir@tampa-xway.com](mailto:Amy.Lettelleir@tampa-xway.com)

## **13. CAPTIONS.**

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

## **14. ATTACHMENTS.**

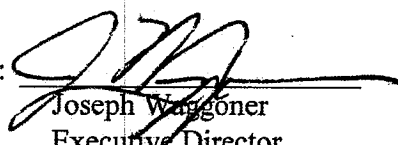
14.01 The documents listed below, hereto after known collectively as the "Contract Documents" are expressly agreed to be incorporated herein by reference, the same as though fully written herein or attached hereto, and made a part of without being limited thereto, this Agreement consists of the following:

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

**[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.

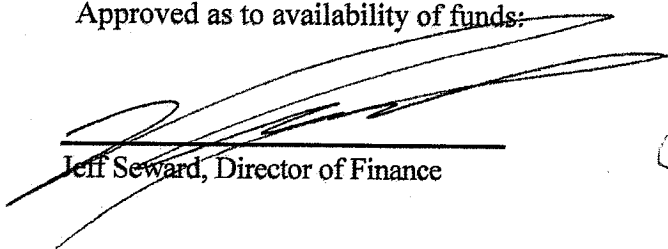
**TAMPA-HILLSBOROUGH COUNTY  
EXPRESSWAY AUTHORITY**

By: 

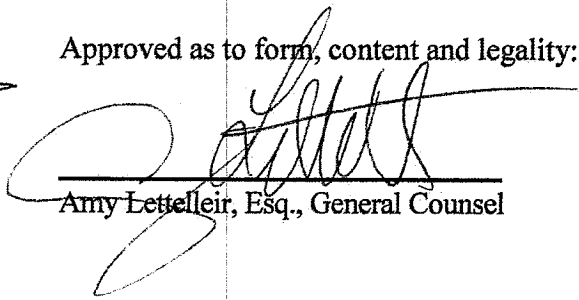
Joseph Wagoner  
Executive Director

Date: 12-8-21

Approved as to availability of funds:

  
Jeff Seward, Director of Finance

Approved as to form, content and legality:

  
Amy Lettelleir, Esq., General Counsel

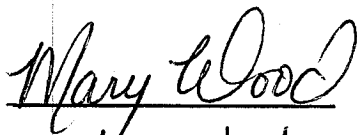
**INFOTECH DESIGN SOLUTIONS, INC.**

By: 

Steven Williams, President

Date: 12-15-2021

**Witness to the signature of INFOTECH DESIGN SOLUTIONS, INC.**

Signature: 

Printed name: Mary Wood

## **CONSENT ITEMS 2.5**

Grant Agreement Z4373 with FEMA - Hurricane Milton DR4834

**Issue:**

Hurricane Milton caused many expenditures for the City that will be reimbursed by the Federal Emergency Management Agency (FEMA). FEMA has accepted our public assistance application for DR#4834 Milton. The funding agreement is the first step in the FEMA reimbursement process.

**Background:**

At a minimum, the City is going to seek reimbursement for residential debris removal, debris and tree removal in the parks and the pumping of specific sanitary sewer lift stations.

**Attachment(s):**

1. SR-DR4834-FL-Zephyrhills City of-Funding Agreement

**Fiscal Impact:**

N/A

**Staff Recommendation:**

Staff recommends approval of grant agreement Z4373 with FEMA - Hurricane Milton DR4834.

**FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT for- Hurricane Milton DR4834**

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: Zephyrhills, City of

Subrecipient's unique entity identifier: H43CDMFF9UU6

Federal Award Date: 12/10/2024

Subaward Period of Performance Start and End Date (Cat A-B): 10/05/2024 - 04/11/2025

Subaward Period of Performance Start and End Date (Cat C-G): 10/05/2024 - 04/11/2026

Amount of Federal Funds Obligated by this Agreement: N/A

### Total Amount of Federal Funds Obligated to the Subrecipient

by the pass-through entity to include this Agreement:

Total Amount of the Federal Award committed to the Subrecipient

by the pass-through entity:

Federal award project description (see Federal Funding

### Accountability and Transparency Act (FFATA):

Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency:

Department of Homeland Security (DHS)  
Federal Emergency Management Agency  
(FEMA)

Name of pass-through entity:

Florida Division of Emergency  
Management (FDEM)

Contact information for the pass-through entity:

2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100

Assistance Listing Number (Formerly CFDA Number):

97.036

Indirect cost rate for the Federal award:

See Section 9 (d)

Assistance Listing Program Title (Formerly CFDA program Title):

Disaster Grants - Public Assistance  
(Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Agency" or "FDEM"), and Zephyrhills, City of \_\_\_\_\_ (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein:

B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by FDEM, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between the Agency and the Subrecipient to allow the Agency to pay grant funds to the Subrecipient.

THEREFORE, the Agency and the Subrecipient agree to the following:

**(1) APPLICATION OF STATE LAW TO THIS AGREEMENT**

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance," applies to this Agreement.

**(2) LAWS, RULES, REGULATIONS AND POLICIES**

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and the Agency shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

c. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied. All required provisions can be found in Attachment D: Required Contract Provisions.

**(3) CONTACT**

a. In accordance with section 215.971(2), Florida Statutes, the Agency's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Agency's liaison with the Subrecipient. As part of his/her duties, the Grant Manager for the Agency shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. The Agency's Grant Manager for this Agreement is:

Name and Title: Stephane Malet, Grant Program Manager  
Bureau of: Recovery  
Address: Florida Division of Emergency Management  
2555 Shumard Oak Blvd.  
Tallahassee, FL 32399-2100  
Telephone: (850) 815-4469  
Email: [Stephane.Malet@em.myflorida.com](mailto:Stephane.Malet@em.myflorida.com)

c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: William C. Poe, Jr.  
Address: 5335 8th Street  
Zephyrhills, FL 33542  
Telephone: 813-780-0000 ext: 3501  
Email: wpoe@ci.zephyrhills.fl.us

In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

d. **Systems Access:** It is the Subrecipient's responsibility to maintain current active users in the Agency's grants management system in accordance with Attachment B to this Agreement ("Systems Access Form").

**(4) TERMS AND CONDITIONS**

This Agreement contains all the terms and conditions agreed upon by the parties.

**(5) EXECUTION**

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

**(6) MODIFICATION**

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

**(7) SCOPE OF WORK**

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

**(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE**

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

**(9) FUNDING**

a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR - 4834 - Hurricane Milton . Payments to Subrecipients are contingent upon the granting of budget authority to the Agency.

b. Pursuant to section 252.37(5)(a), Florida Statutes, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. **Affected Local governments shall be required to provide one-half of the required match prior to receipt of such financial assistance. Section 252.37, Florida Statutes, does not apply to Subrecipients that are considered Private Non-Profit entities, therefore the entire non-federal share shall be the responsibility of the Private Non-Profit Subrecipient.**

c. The Executive Office of the Governor may approve a waiver to local governments for the Non-Federal



match requirement. The local government must apply for the waiver in accordance with Section 252.37(5)(b), Florida Statutes. Local governments must apply for the match waiver independently from their respective County.

d. Under the Federal Emergency Management Agency's Public Assistance Program, subrecipients may seek reimbursement for indirect costs. 44 C.F.R. § 207.2, defines indirect costs as, "costs that are incurred by a grantee for a common or joint purpose benefiting more than one cost objective that are not readily assignable to the cost objectives specifically benefited". Additionally, "indirect costs may not be charged directly to a project or reimbursed separately, but rather are considered to be eligible management costs under this part" (see 44 C.F.R. § 207.6). Any organization that receives Federal awards and requests recovery of indirect costs must have an approved federally recognized indirect cost rate agreement (see 2 C.F.R. § 200.400 – 200.476 and Appendix IV to Part 200). The indirect cost rate shall be negotiated between the subrecipient and the Federal government. If no approved rate exists the Agency shall determine the appropriate rate in collaboration with the subrecipient, which is either the negotiated rate between the Agency and the subrecipient or the *de minimus* indirect cost rate.

#### **(10) PAYMENT**

- a. The payment method used by the Agency is either a Cost Reimbursement or an Advance Payment. Advance payments will be governed by Chapter 216, Florida Statutes.
- b. The Agency's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.
- c. As required by 2 CFR 200.305 (b.) (8) and (9), The non-Federal entity must maintain advance payments of Federal awards in interest bearing accounts.

#### **(11) FLORIDA RECOVERY OBLIGATION CALCULATION (F-ROC)**

If you are opted into the Florida Recovery Obligation Calculation (F-ROC) Program and received an F-ROC score for this event, you will receive payment for all large, non-expedited, Category A and Category B projects, equal to your score as a percentage upon obligation. Funding will remain contingent upon obligation by FEMA and the Applicant will be liable for repayment (See (12) REPAYMENTS) upon de-obligation by FEMA of any disbursed funds. Any de-obligation of funding is within FEMA's sole discretion and the Agency shall not be liable for FEMA's exercise of its discretion. Participation in the F-ROC program does not guarantee funding and is dependent upon FEMA's obligation. As stated in the executed F-ROC Participation Request Form:

- a. The score is made up of three components:
  - i. 20% Baseline score for signing and returning the Request Form.
  - ii. Up to a 40% score for completing the DRA.
  - iii. Up to a 20% score for completing the PDQ.
- b. Applicants who have received EMAP accreditation will receive an additional 5%.
- c. The Applicant's score directly corresponds to the percent of the eligible obligated amount that will be disbursed to the Applicant upon obligation of the Public Assistance project. After validation of all supporting documentation is complete, the Applicant will receive the remainder of the validated, obligated amount.
- d. If the Applicant has any open receivables with the Division, those receivables must be satisfied before any disbursements are made through the F-ROC program.

e. The Applicant may choose to receive a lesser score than the score earned through the completion of the above components on a one-time basis per disaster. The Applicant must make a request to that effect in writing to the Agency, on their letter head and duly signed by an authorized representative of the Applicant. Such a request must be made prior to the obligation of funds for it to impact the Applicant's score and therefore, reflect upon the obligation attaching thereto.

**(12) REPAYMENTS**

a. Refunds or repayments of obligated funds may be paid to the Agency through check or through a payment plan as approved by the Department of Financial Services. Additionally, FEMA may permit the Agency to off-set against other obligated projects where deemed appropriate. The Subrecipient has 45 days to repay the funds from the issuance of the invoice from the Agency. The Agency may impose a 1% per month interest fee for unpaid invoices.

b. All refunds or repayments due to FDEM under this Agreement are to be made payable to the order of "Florida Division of Emergency Management," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Florida Division of Emergency Management  
Cashier  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

**(13) RECORDS**

a. As required by 2 CFR § 200.334, and modified by Florida Department of State's record retention requirements (Fla. Admin. Code R. 1B-24.003), the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or FDEM designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations.

c. The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA Subaward Reporting System (FSRS) is the reporting tool the Agency must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate \$30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

#### **(14) AUDITS**

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Agency], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), the Agency, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.
- d. Each public assistance subrecipient must submit a certification in FloridaPA.org to inform FDEM whether their entity is subject to a Federal Single Audit. This is part of the Recovery Bureau’s overall monitoring program.
- e. The subrecipient agrees to submit the Federal Single Audit report to the Agency in FloridaPA.org no later than 30 calendar days after receipt of the auditor’s report.
- f. Per (2 CFR §200.512(d), the subrecipient’s auditor must electronically submit the single audit report to the Federal Audit Clearinghouse (FAC) at fac.gov.

#### **(15) REPORTS**

- a. Consistent with 2 CFR § 200.329, the Subrecipient shall provide the Agency with quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA). These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Agency.

|                | Reporting Time Period   | Subrecipient Report Submittal Deadline |
|----------------|-------------------------|----------------------------------------|
| Quarter 1 (Q1) | October 1 – December 31 | January 15                             |
| Quarter 2 (Q2) | January 1 – March 31    | April 15                               |
| Quarter 3 (Q3) | April 1 – June 30       | July 15                                |
| Quarter 4 (Q4) | July 1 – September 30   | October 15                             |

- b. The Subrecipient agrees to submit quarterly reports to the Agency no later than fifteen (15) days after the end of each quarter of the program year and to submit quarterly reports each quarter until one quarter past the

closeout of each project in the Agency's Grant Management System. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.

d. The Subrecipient shall provide additional program reports, updates, or information that may be required by FDEM or the Federal awarding agency.

#### **(16) MONITORING**

a. The Agency shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.

b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Agency. In the event that the Agency determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Agency to the Subrecipient regarding such audit.

c. Small Projects, as defined in 44 CFR § 206.203(c)(2), that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by the Agency as authorized by 2 CFR § 200.332(a)(2).

#### **(17) LIABILITY**

a. Unless the Subrecipient is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Subrecipient shall hold the Agency harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of the Agency but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Subrecipient which is a State agency or political subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Agency and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

#### **(18) TERMINATION**

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. The Agency and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

#### **(19) PROCUREMENT**

a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR § 200.318 through 200.327 as well as Appendix II to 2 CFR Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal

Awards"). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

b. The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Agency, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Subrecipient must monitor and document, in the quarterly report, the contractor's progress in performing work on its behalf under this Agreement in addition to its own progress.

d. The Subrecipient must ensure all contracts conform to sections 287.057 and 288.703, Florida Statutes, as applicable.

e. 1. Pursuant to section 287.05805, Florida Statutes, if state funds are being used for the purchase of or improvements to real property pursuant to the terms of this Agreement, the state funds are contingent upon the Subrecipient or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

f. 2. If applicable, pursuant to section 255.0993, Florida Statutes, the Subrecipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, is produced in the United States.

## **(20) ATTACHMENTS**

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
  - i. Attachment A – Scope of Work, Deliverables, and Financial Consequences
  - ii. Attachment B – Systems Access Form
  - iii. Attachment C – Certification Regarding Debarment
  - iv. Attachment D – Required Contract Provisions
  - v. Attachment E – Certification Regarding Lobbying
  - vi. Attachment F – Foreign Country of Concern Affidavit

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUBRECIPIENT:** Zephyrhills, City of

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

(Signature)

Name: Kenneth M. Burgess, Jr.

Title: City Council President

Date: November 12, 2024

**STATE OF FLORIDA**

**DIVISION OF EMERGENCY MANAGEMENT**

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

Alternate Governor's Authorized  
Representative

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

## **Attachment A**

### **SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES**

#### **Scope of Work**

FEMA has sole authority for determining eligibility of project activities and associated costs. The Subrecipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.

When FEMA has obligated funding for a Subrecipient's Project Worksheet (PW), the Agency notifies the Subrecipient with a copy of the PW (or P2 Report).

#### **Budget and Project List**

**For the purpose of this Agreement, each Project will be monitored, completed, and reimbursed independently of the other Projects which are made part of this Agreement.**

#### **Deliverables**

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Subrecipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Project will be paid upon obligation and validation of the Project Worksheet and execution of the subgrant agreement. Subrecipient must initiate the Small Project Closeout in the grants management system within sixty (60) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Subrecipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

#### **Financial Consequences:**

2 CFR §200.339 and §215.971, Florida Statutes, requires the Agency, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Subrecipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any PW that the Subrecipient fails to complete in compliance with Federal, State and Local requirements, the Agency shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is de-obligated by FEMA and/or withdrawn.

The Agency shall apply the following financial consequences in these specifically identified events:

#### **Work performed outside the Incident Period**

Based on 2 C.F.R. §200.309, a Subrecipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Agency as a financial consequence. In accordance with 44 CFR 206.204 (d), if the Subrecipient does not anticipate finishing the work within the original period of performance, they must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Subrecipient's control.

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Agency will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

The Agency retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

## Attachment B

### SYSTEMS ACCESS

The **System Access Form** is submitted with each new disaster or emergency declaration to identify the Subrecipient's contacts for the FDEM Grants Management System in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Systems Access Form is originally submitted as Attachment "B" to the PA Funding Agreement. The Subrecipient is responsible for regularly reviewing its contacts. Contacts should be removed within 14 days of separation, retirement, or are reassignment by the Subrecipient. A new form will only be needed if all listed contacts have separated from the Agency. If a new Systems Access form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from FDEM Grants Management System for the specified grant. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note: the Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**

#### Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the FDEM Grant Management System. Users will be notified via email when they have been granted access. The user must log in to the FDEM Grants Management System within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day period or their account will lock them out. In the event you try to log in and your account is locked, users must submit a request for unlocking to [RPA.Help@em.myflorida.com](mailto:RPA.Help@em.myflorida.com).

The form is divided into twelve blocks; each block must be completed where appropriate.

**Block 1: "Authorized Agent"** – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. A subsequent new Authorized Agent must be designated through a letter on letterhead from the Subrecipient's Authorized Representative. It is recommended to delegate this authority to an organizational staff member to avoid delays in grant management (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

**Block 2: "Primary Contact"** – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in FDEM Grants Management System. The Authorized Agent may designate a new Primary Contact. (Only one Primary Contact is allowed, and this contact will have full access).

**Block 3: "Alternate Contact"** – This is the person designated by your organization to be available when the Primary is not. Either the Authorized Agent or Primary Contact may designate a new Alternate Contact. (Only one Alternate Contact is allowed, and this contact will have full access).

**Block 4, 5, and 6: "Other"** (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

**Block 7 – 12: "Other"** (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in FDEM Grants Management System.

**Note: The Systems Access Form is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.**



**SYSTEMS ACCESS FORM (CONTACTS)**  
**FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM**  
**FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Zephyrhills, City of

**Box 1: Authorized Agent (Full Access)**

Name **Kenneth M. Burgess, Jr.**  
 Signature \_\_\_\_\_  
 Organization / Official Position **City Council President**  
 Mailing Address **5335 8th Street**  
 City, State, Zip **Zephyrhills, FL 33542**  
 Daytime Telephone **813-780-0000**  
 E-mail Address **kburgess@ci.zephyrhills.fl.us**

**Box 2: Primary Contact (Full Access)**

Name **William C. Poe, Jr.**  
 Signature \_\_\_\_\_  
 Organization / Official Position **City Manager**  
 Mailing Address **5335 8th Street**  
 City, State, Zip **Zephyrhills, FL 33542**  
 Daytime Telephone **813-780-0000 ext: 3501**  
 E-mail Address **wpoe@ci.zephyrhills.fl.us**

**Box 3: Alternate Contact (Full Access)**

Name **Jessica Carter**  
 Signature \_\_\_\_\_  
 Organization / Official Position **Assistant Finance Director**  
 Mailing Address **5335 8th Street**  
 City, State, Zip **Zephyrhills, FL 33542**  
 Daytime Telephone **813-780-0000 ext: 3541**  
 E-mail Address **jcarter@ci.zephyrhills.fl.us**

**Box 4: Other-Finance/Point of Contact (Full Access)**

Name **Ted Beason**  
 Signature \_\_\_\_\_  
 Organization / Official Position **Finance Director**  
 Mailing Address **5335 8th Street**  
 City, State, Zip **Zephyrhills, FL 33542**  
 Daytime Telephone **813-780-0000 ext: 3503**  
 E-mail Address **tbeason@ci.zephyrhills.fl.us**

**Box 5: Other-Risk Mgmt-Insurance (Full Access)**

Name **Sandra Amerson**  
 Signature \_\_\_\_\_  
 Organization / Official Position **HR Director**  
 Mailing Address **5335 8th Street**  
 City, State, Zip **Zephyrhills, FL 33542**  
 Daytime Telephone **813-780-0000 ext: 3520**  
 E-mail Address **samerson@ci.zephyrhills.fl.us**

**Box 6: Other-Environmental-Historic (Full Access)**

Name **Karen Miller**  
 Signature \_\_\_\_\_  
 Organization / Official Position **Purchasing Agent**  
 Mailing Address **5335 8th Street**  
 City, State, Zip **Zephyrhills, FL 33542**  
 Daytime Telephone **813-780-0000 ext: 3536**  
 E-mail Address **kmiller@ci.zephyrhills.fl.us**

The above contacts may utilize the FDEM Grants Management System to perform the Subrecipient's responsibilities regarding the Public Assistance Grant according to their level of access. The Subrecipient is responsible for ensuring that all contacts are correct and up-to-date.

\_\_\_\_\_  
**Subrecipient Authorized Representative Signature**

\_\_\_\_\_  
**Date**

**SYSTEMS ACCESS FORM (CONTACTS)  
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM  
FLORIDA DIVISION OF EMERGENCY MANAGEMENT**

**Subrecipient:** Zephyrhills, City of

**Date:**

**Box 7: Other** (Read Only Access)

**Box 8: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 9: Other** (Read Only Access)

**Box 10: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

**Box 11: Other** (Read Only Access)

**Box 12: Other** (Read Only Access)

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Name  
Signature  
Organization / Official Position  
Mailing Address  
City, State, Zip  
Daytime Telephone  
E-mail Address

Subrecipient's Fiscal Year (FY) Start: **Month:** October **Day:** 1st

Subrecipient's Federal Employer's Identification Number (EIN) 59-6000455

Subrecipient's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Subrecipient's: FIPS Number (If Known) 101-79225-00

**Attachment C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
  - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

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

Signature

Kenneth M. Burgess, Jr., City Council President

Name and Title

5335 8th Street

Street Address

Zephyrhills, FL, 33542

City, State, Zip

November 12, 2024

Date

**Zephyrhills, City of**

Subrecipient's Name

**Z4373**

FDEM Contract Number

# Required Contract Provisions

## 1. Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,<sup>4</sup> must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and must provide for sanctions and penalties as appropriate.<sup>5</sup>

### 1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

### 1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for *force majeure* or acts of god. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at [FEMA.gov](https://www.fema.gov).

## 2. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.<sup>6</sup>

### 2.1 Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

<sup>4</sup> See FEMA Grant Programs Directorate Information Bulletin No. 434, Increases and Changes to the Micro-Purchase and Simplified Acquisition Thresholds (Aug. 28, 2018), [https://www.fema.gov/sites/default/files/2020-08/ib\\_434\\_changes\\_micro\\_purch\\_simp\\_acquisition\\_thresholds.pdf](https://www.fema.gov/sites/default/files/2020-08/ib_434_changes_micro_purch_simp_acquisition_thresholds.pdf). For procurements subject to 2 C.F.R. Part 200 that were made before June 20, 2018, the SAT was \$150,000.

<sup>5</sup> 2 C.F.R. Part 200, Appendix II, § A.

<sup>6</sup> See 2 C.F.R. Part 200, Appendix II, § B.

## 3. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a “federally assisted construction contract” and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.<sup>7</sup>

### 3.1 Applicability

This contract provision is required for all procurements that meet the definition of a “federally assisted construction contract.”

### 3.2 Key Definitions

- *Federally Assisted Construction Contract*: The regulation at 41 C.F.R. § 60-1.3 defines a *federally assisted construction contract* as “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”
- *Construction Work*: The regulation at 41 C.F.R. § 60-1.3 defines *construction work* as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”
- *Contract*: The regulation at 41 C.F.R. § 60-1.3 defines *contract* as “any Government contract or subcontract or any federally assisted construction contract or subcontract.”
- Additional definitions pertaining to this contract provision can be found at 41 C.F.R. § 60-1.3.

### 3.3 Required Language

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: “During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual

<sup>7</sup> See 2 C.F.R. Part 200, Appendix II, § C.

orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

## 4. Davis-Bacon Act

This statute requires that contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the Secretary of Labor's wage determination. Additionally, contractors are required to pay wages at least once per week.<sup>8</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 5.2. NFEs should refer to the applicable NOFO or other program guidance or contact their applicable FEMA grant representative for additional information on how to implement this requirement.

### 4.1 Applicability

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.<sup>9</sup>

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program,<sup>10</sup> Homeland Security Grant Program,<sup>11</sup> Nonprofit Security Grant Program,<sup>12</sup> Tribal Homeland Security Grant Program,<sup>13</sup> Port Security Grant Program,<sup>14</sup> Transit Security Grant Program,<sup>15</sup> Intercity Passenger Rail Program,<sup>16</sup> and Rehabilitation of High Hazard Potential Dams Program.<sup>17</sup> Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the PA Program. .

<sup>8</sup> See *id.*; 40 U.S.C. §§ 3141-3144 and 3146-3148. The Davis-Bacon Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering federally Financed and Assisted Construction)

<sup>9</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>10</sup> See section 611(j)(9) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Pub. L. No. 93-288 (codified as amended at 42 U.S.C. § 5196(j)(9)).

<sup>11</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002, Pub. L. No. 107-296 (codified as amended at 6 U.S.C. § 609(b)(4)(B)(ii)) (citing to section 611(j)(9) of the Stafford Act).

<sup>12</sup> *Id.* The Davis-Bacon Act only applies to the Nonprofit Security Grant Program (NSGP) where that program is funded as a carve-out of the appropriations for the Homeland Security Grant Program (HSGP). See, e.g., Department of Homeland Security Appropriations Act, 2020, Pub. L. No. 116-93, Title III, Protection, Preparedness, Response, and Recovery, Federal Emergency Management Agency, Federal Assistance §§ 1-2. Compare *id.* with section 2009 of the Homeland Security Act of 2002 (6 U.S.C. § 609a) (authorizing NSGP as a stand-alone program where the Davis-Bacon Act does not apply, but as of the date of publication of this document, NSGP has not been funded as a standalone program).

<sup>13</sup> See section 2008(b)(4)(B)(ii) of the Homeland Security Act of 2002.

<sup>14</sup> See section 102 of the Maritime Transportation Security Act of 2002 (MTSA), Pub. L. No. 107-295 (codified as amended at 46 U.S.C. § 70107); 46 U.S.C. § 70107(b)(2). While the MTSA requires that PSGP construction activities are carried out consistent with section 611(j)(8) of the Stafford Act, a subsequent amendment to the Stafford Act by section 3 of Pub. L. No. 109-308 in 2006 redesignated the text of section 611(j)(8) to 611(j)(9). The cross-reference in the MTSA has not been updated.

<sup>15</sup> See section 1406 of the Implementing Recommendations of the 9/11 Commission Act of 2007 (9/11 Act), Pub. L. No. 110-53 (6 U.S.C. § 1135) (applying the requirements of section 49 U.S.C. § 5307); 49 U.S.C. § 5333 (applying the Davis-Bacon Act to grants provided under 49 U.S.C. § 5307).

<sup>16</sup> See section 1513(h) of the 9/11 Act (6 U.S.C. § 1163(h)) (citing to 49 U.S.C. § 24312, which requires compliance with the Davis-Bacon Act).

<sup>17</sup> See section 8A(d)(2)(E) of the National Dam Safety Program Act (codified as amended at 33 U.S.C. § 467f-2(d)(2)(E)) (requiring compliance with 42 U.S.C. § 5196(j)(9), which is section 611(j)(9) of the Stafford Act that applies the Davis-Bacon Act).



## 4.2 Additional Requirements

If applicable, in addition to the requirements mentioned in the beginning of this section, the NFE must do the following:

- Place a copy of the Department of Labor’s current prevailing wage determination in each solicitation. Contracts or subcontracts must be awarded on the condition that the prevailing wage determination is accepted. The non-federal entity must report all suspected or reported violations to the federal awarding agency.<sup>18</sup>
- Include a provision for compliance with the Copeland “Anti-Kickback” Act for all contracts subject to the Davis-Bacon Act.<sup>19</sup> See Required Contract Provisions, Section 5. Copeland Anti-Kickback Act in this Guide for additional information. According to 29 C.F.R. § 5.5(a)(5), the regulatory requirements for the Copeland “Anti-Kickback” Act are incorporated by reference into the required contract provision, so a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland “Anti-Kickback” Act.
- Per Department of Labor’s implementing regulations for the Davis-Bacon Act, the NFEs contractor and any subcontractors are required to insert, or incorporate by reference, the clauses contained at 29 C.F.R. § 5.5(a)(1)-(10)<sup>20</sup> into any subcontracts.
- Follow the other requirements of the Davis-Bacon Act and implementing regulations.<sup>21</sup>

## 4.3 Required Language<sup>22</sup>

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.<sup>23</sup>

# 5. Copeland “Anti-Kickback” Act

The Copeland “Anti-Kickback” Act prohibits workers on construction contracts from giving up wages that they are owed.<sup>24</sup> Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the

<sup>18</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>19</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>20</sup> 29 C.F.R. § 5.5(a)(6).

<sup>21</sup> 40 U.S.C. §§ 3141-3144, 3146-3148; 29 C.F.R. Part 5.

<sup>22</sup> 29 C.F.R. § 5.5(a).

<sup>23</sup> 29 C.F.R. § 5.5(a)(1), (6).

<sup>24</sup> See *id.*; 40 U.S.C. § 3145. The Copeland “Anti-Kickback” Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States).

Davis-Bacon Act's minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.<sup>25</sup>

## 5.1 Applicability

For all prime construction contracts above \$2,000, when the Davis-Bacon Act also applies,<sup>26</sup> NFEs must include a provision in contracts and subcontracts for compliance with the Copeland "Anti-Kickback" Act.<sup>27</sup> This requirement applies to all prime construction contracts above \$2,000 in situations where the Davis-Bacon Act also applies.<sup>28</sup> In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. As described in section A.4 regarding the Davis-Bacon Act, this provision only applies to certain FEMA grant and cooperative agreement programs. Please reference that list discussed above. Of note, it does not apply to the PA Program.

## 5.2 Additional Requirements

If applicable, the NFE must do the following:

- Include a provision for compliance with the Copeland "Anti-Kickback" Act.<sup>29</sup> According to the Davis-Bacon Act implementing regulations, the requirements for the Copeland "Anti-Kickback" Act are incorporated into the required contract provision for the Davis-Bacon Act by reference.<sup>30</sup> Therefore, a separate contract provision is not necessary. However, the NFE may include a separate contract provision specific to the Copeland "Anti-Kickback" Act with language suggested below.
- The Copeland "Anti-Kickback Act" prohibits each contractor or subcontractor from any form of persuading a person employed in construction, completion, or repair of public work to give up any part of their rightful compensation. The NFE must report all suspected or reported violations of the Copeland "Anti-Kickback Act" to FEMA.<sup>31</sup>
- Each contractor and subcontractor must provide weekly reports of the wages paid during the prior week's payroll period to each employee covered by the "Copeland Anti-Kickback" Act and the Davis-Bacon Act. The reports must be delivered to a representative of a federal or state agency in charge at the building or work site by the contractor or subcontractor within seven days of the payroll period's payment date.<sup>32</sup>

<sup>25</sup> See 29 C.F.R. § 3.1.

<sup>26</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. §§ 3.1, 3.3(c).

<sup>27</sup> 2 C.F.R. Part 200, Appendix II, § D.

<sup>28</sup> See 2 C.F.R. Part 200, Appendix II, § D; 29 C.F.R. § 3.3(c).

<sup>29</sup> See 29 C.F.R. § 3.11.

<sup>30</sup> 29 C.F.R. § 5.5(a)(5).

<sup>31</sup> See 2 C.F.R. Part 200, Appendix II, § D.

<sup>32</sup> See 29 C.F.R. § 3.4.

- Follow the other requirements of the Copeland “Anti-Kickback” Act and implementing regulations.<sup>33</sup>

### 5.3 Suggested Language

The following provides a sample contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

## 6. Contract Work Hours and Safety Standards Act

Where applicable,<sup>34</sup> all contracts awarded by the NFE of more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with statutory requirements on work hours and safety standards.<sup>35</sup> Under 40 U.S.C. § 3702, each contractor must base wages for every mechanic and laborer on a standard 40-hour work week. Work over 40 hours is allowed, so long as the worker is paid at least one and a half times the base pay rate for all hours worked over 40 hours in the work week. Additionally, for construction work, under 40 U.S.C. § 3704, work surroundings and conditions for laborers and mechanics must not be unsanitary or unsafe. Relevant definitions are at 40 U.S.C. § 3701 and 29 C.F.R. § 5.2.

### 6.1 Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work.<sup>36</sup> These requirements *do not* apply to

<sup>33</sup> 18 U.S.C. § 874; 40 U.S.C. § 3145; 29 C.F.R. Part 3.

<sup>34</sup> See 40 U.S.C. §§ 3701-3708.

<sup>35</sup> 40 U.S.C. §§ 3702, 3704. The Contract Work Hours and Safety Standards Act is supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, § E.

<sup>36</sup> 41 C.F.R. Part 60-1.3.

the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.<sup>37</sup>

## 6.2 Additional Requirements

If applicable per the standard described above, the non-federal entity must include the provisions at 29 C.F.R. § 5.5(b)(1)-(4), verbatim, into all applicable contracts, and all applicable contractors must include these provisions, in full, into any subcontracts.<sup>38</sup>

In addition to the required language from 29 C.F.R. § 5.5(b)(1)-(4), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any other statutes cited in 29 C.F.R. § 5.1, the NFE must also insert a clause meeting the requirements of 29 C.F.R. § 5.5(c). Specific language is not required, but FEMA has provided suggested language below.

## 6.3 Required Language

For the required contract provision, the language from 29 C.F.R. § 5.5(b)(1)-(4) is provided here for ease of reference:

“Compliance with the Contract Work Hours and Safety Standards Act.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages.** The **(insert name of grant recipient or subrecipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other

<sup>37</sup> 2 C.F.R. Part 200, Appendix II, § E.

<sup>38</sup> 29 C.F.R. § 5.5(b)(1), (4).

federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.”

## 6.4 Suggested Language

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the following language:

“Further Compliance with the Contract Work Hours and Safety Standards Act.

- (1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.”

## 7. Rights to Inventions Made Under a Contract or Agreement

This contract provision outlines the rules governing the ownership of inventions created using federal funds. If the FEMA award meets the definition of funding agreement<sup>39</sup> and the NFE enters into any contract involving substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, then the NFE must comply with the requirements of 37 C.F.R. Part 401 and any implementing regulations issued by FEMA.

<sup>39</sup> Funding agreement definition found under 37 C.F.R. § 401.2(a).

## 7.1 Applicability

This provision *does not* apply to all FEMA grant and cooperative agreement programs. NFEs should refer to applicable NOFO or other program guidance or contact their applicable FEMA grant representative to determine if this provision is required for the procurement. However, the Rights to Inventions Made Under a Contract or Agreement clause is not required for procurements under FEMA's PA Program.

## 7.2 Key Definitions

*Funding Agreements:* The regulation at 37 C.F.R. § 401.2(a) defines *funding agreement* as “any contract, grant, or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.”

# 8. Clean Air Act and Federal Water Pollution Control Act

For contracts over \$150,000, contracts must contain a provision requiring contractors to comply with the Clean Air Act<sup>40</sup> and the Federal Water Pollution Control Act.<sup>41</sup> Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).<sup>42</sup>

## 8.1 Applicability

This contract provision is required for all procurements over \$150,000.

## 8.2 Suggested Language

The following provides a sample contract clause:

“Clean Air Act”

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to

<sup>40</sup> 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act.

<sup>41</sup> 33 U.S.C. §§ 1251-1387, as amended.

<sup>42</sup> 2 C.F.R. Part 200, Appendix II, § G.

assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate [Environmental Protection Agency Regional Office](#).

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

## 9. Debarment and Suspension

NFEs contractors and subcontractors are subject to debarment and suspension regulations.<sup>43</sup> Applicable contracts and subcontracts must include a provision requiring compliance with debarment and suspension regulations.<sup>44</sup>

### 9.1 Applicability

The debarment and suspension clause is required for all contracts and subcontracts for \$25,000 or more, all contracts that require the consent of an official of a federal agency, and all contracts for federally required audit services.<sup>45</sup>

NFEs, even for procurements under \$25,000, must also comply with the regulation requiring non-state entities to only award contracts to responsible vendors.<sup>46</sup>

<sup>43</sup> 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Nonprocurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

<sup>44</sup> 2 C.F.R. § 180; 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 3000.332.

<sup>45</sup> 2 C.F.R. § 180.220(b); 2 C.F.R. § 3000.220.

<sup>46</sup> 2 C.F.R. § 200.318(h). For contracts and subcontracts under \$25,000, a contract provision is only required if those contracts or subcontracts are for federally required audit services or require the consent of a federal agency. However, even where a contract provision is not required, non-state entities must still ensure they are only awarding contracts to responsible vendors.



## 9.2 Additional Requirements

The debarment and suspension regulations restrict awards, subawards, contracts, and subcontracts with parties that are debarred, suspended, or otherwise excluded, or declared ineligible for participation in federal assistance programs and activities.<sup>47</sup>

If applicable, a contract or subcontract must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.<sup>48</sup> SAM Exclusions can be accessed at [www.sam.gov](http://www.sam.gov).<sup>49</sup>

In general, an “excluded” party cannot receive a federal grant award or a contract considered to be a “covered transaction,” which includes parties that receive federal funding indirectly such as subawards and subcontracts. The key to the exclusion is whether there is a covered transaction. A covered transaction is a nonprocurement transaction at either a primary or secondary tier.<sup>50</sup>

Specifically, a covered transaction includes the following contracts for goods or services under FEMA grant and cooperative agreement programs:

- The contract is at least \$25,000.
- The contract requires the approval of FEMA, regardless of amount.
- The contract is for federally required audit services.
- It is a subcontract for \$25,000 or more.<sup>51</sup>

## 9.3 Suggested Language

The following provides a debarment and suspension clause. It also incorporates an optional method of verifying that contractors are not excluded or disqualified<sup>52</sup>:

<sup>47</sup> See 2 C.F.R. Part 200, Appendix II, § H; 2 C.F.R. § 200.213. See also 2 C.F.R. Parts 180, 3000.

<sup>48</sup> See 2 C.F.R. Part 200, Appendix II, § H.

<sup>49</sup> 2 C.F.R. § 180.530.

<sup>50</sup> The regulations at 2 C.F.R. Parts 180 and 3000 are titled “nonprocurement” because they do not apply to procurements by the federal government but rather to federal financial assistance. There are separate debarment and suspension regulations covering procurements by the federal government. However, although the term “covered transactions” under 2 C.F.R. Parts 180 and 3000 *does not* include contracts awarded by the federal government, it *does* include some contracts awarded by recipients and subrecipients.

<sup>51</sup> See 2 C.F.R. §§ 180.220, 3000.220.

<sup>52</sup> Per 2 C.F.R. § 180.300, non-federal entity about to enter into an applicable contract, or a contractor about to enter into an applicable subcontract, must verify that the contractor or subcontractor is not excluded or disqualified by doing one of three things: 1) check SAM Exclusions; 2) collect a certification from the contractor or subcontractor; or 3) add a clause or condition to the contract or subcontract. The additional suggested language in this sample clause is for purposes of this requirement.



## “Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

## 10. Byrd Anti-Lobbying Amendment

NFEs who intend to award contracts of more than \$100,000, and their contractors who intend to award subcontracts of more than \$100,000, must include a contract provision prohibiting the use of federal appropriated funds to influence officers or employees of the federal government. Contractors that apply or bid for a contract for more than \$100,000 must also file the required certification regarding lobbying.<sup>53</sup>

Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an employee of a federal agency, a Member of Congress, an employee of Congress, or an employee of a Member of Congress in connection with receiving any federal contract, grant, or other award covered by 31 U.S.C. § 1352.

<sup>53</sup> See 2 C.F.R. Part 200, Appendix II, § I (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110.

The required certification form is found in FEMA regulations.<sup>54</sup> Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal funding. These disclosures are forwarded from tier to tier, all the way up to the federal awarding agency.<sup>55</sup>

## 10.1 Applicability

The Byrd Anti-Lobbying Amendment clause and certification are required for contracts of more than \$100,000, and for subcontracts of more than \$100,000.

## 10.2 Suggested Language

The following provides a sample contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.”

## 10.3 Required Certification

### 10.3.1 REQUIRED CERTIFICATION LANGUAGE

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000:

“APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee

<sup>54</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix A. FEMA’s regulations at 44 C.F.R. Part 18 implement the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352.

<sup>55</sup> See 44 C.F.R. §§ 18.100, 18.110; 44 C.F.R. Part 18, Appendix B. The specific form for disclosures is referenced in Appendix B to 44 C.F.R. Part 18 and is SF-LLL, also available at <https://www.grants.gov/web/grants/forms/sf-424-family.html>.

of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

#### **10.3.2 RECOMMENDED SIGNATURE LINE:**

At the end of the certification language, FEMA recommends including the following signature line.

"The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

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Signature of Contractor's Authorized Official

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Name and Title of Contractor's Authorized Official

---

Date"

## 11. Procurement of Recovered Materials

An NFE that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.<sup>56</sup> Applicable NFEs must include a contract provision requiring compliance with this requirement.<sup>57</sup> This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than \$10,000.<sup>58</sup> Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.

### 11.1 Applicability

This required contract provision applies to all procurements over \$10,000 made by a state agency or an agency of a political subdivision of a state and its contractors.

### 11.2 Additional Requirements

The requirements include:

- Procuring only items designated in EPA guidelines<sup>59</sup> that contain the highest practical percentage of recovered materials consistent with maintaining competition, where the purchase price of the item is greater than \$10,000, or the value of the amount of items purchased in the preceding fiscal year was greater than \$10,000;
- Procuring solid waste management services in a way that maximizes energy and resource recovery; and
- Establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.<sup>60</sup>

### 11.3 Suggested Language

The following provides a sample contract clause:

“In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

<sup>56</sup> Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). 2 C.F.R. § 200.323.

<sup>57</sup> See 2 C.F.R. Part 200, Appendix II, § J (citing 2 C.F.R. § 200.323).

<sup>58</sup> See 2 C.F.R. Part 200, Appendix II, § J; 2 C.F.R. § 200.323; 40 C.F.R. Part 247.

<sup>59</sup> 40 C.F.R. Part 247.

<sup>60</sup> 42 U.S.C. § 6962; 2 C.F.R. § 200.323.

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or

At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage:

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

## 12. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY2019 NDAA\)](#) and 2 C.F.R. § 200.216, as implemented by [FEMA Policy 405-143-1](#), Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, *may not* obligate or expend any FEMA award funds to:

- a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### 12.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.<sup>61</sup> FEMA strongly encourages the use of this contract clause for any contracts where

<sup>61</sup> 2 C.F.R. Part 200, Appendix II, § K (citing 2 C.F.R. § 200.216).

FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020.

## 12.2 Suggested Language

The following provides a sample contract clause:

### “Prohibition on Contracting for Covered Telecommunications Equipment or Services

- (a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) *Prohibitions.*
  - (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) *Exceptions.*
  - (1) This clause does not prohibit contractors from providing—
    - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
  - i. Are *not used* as a substantial or essential component of any system; and
  - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

## 13. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, NFEs should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.<sup>62</sup>

### 13.1 Applicability

For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.<sup>63</sup>

### 13.2 Suggested Language

The following provides a sample contract clause:

#### “Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

<sup>62</sup> See 2 C.F.R. § 200.322.

<sup>63</sup> 2 C.F.R. Part 200, Appendix II, § L (citing 2 C.F.R. § 200.322). The requirements of 2 C.F.R. § 200.322 must also be included in all subawards.



**Attachment E**  
**Certification Regarding Lobbying**

**APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Subrecipient/contractor's Authorized Official

Kenneth M. Burgess, Jr.

\_\_\_\_\_  
Name and Title of Subrecipient/contractor's Authorized Official

November 12, 2024

\_\_\_\_\_  
Date

**ATTACHMENT F  
FOREIGN COUNTRY OF CONCERN ATTESTATION  
(PUR 1355)**

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information.

*Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)*

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Kenneth M. Burgess, Jr.

Title: City Council President

Signature:

Date: November 12, 2024

## **FINANCE DIRECTOR'S REPORT 3.1**

Agreement 37-24-14 - Carlisle Thompson, LLC - FEMA Public Assistance Grant Management Support Services (piggyback)

### **Issue:**

Milton caused many expenditures for the City that will be reimbursed by the federal government provided that the City submits the appropriate documentation to the Federal Emergency Management Agency (FEMA). These FEMA submissions are not routine, and the staff will feel more comfortable having a firm like Carlisle Thompson review our submissions to FEMA.

### **Background:**

At a minimum, the City is going to seek reimbursement for residential debris removal, debris and tree removal in the parks, and the pumping of specific sanitary sewer lift stations. The staff would like a guiding hand as we comply with FEMA regulations to maximize our reimbursement.

### **Attachment(s):**

1. Agreement to Piggyback - Carlisle Thompson\_ LLC - FEMA Reimbursement Consultant(31687151.1)

### **Fiscal Impact:**

The maximum amount of this contract is \$60,000, and it is possible to recoup some of the cost from FEMA.

### **Staff Recommendation:**

Authorize the agreement with Carlisle and Thompson

AGREEMENT TO PIGGYBACK A CONTRACT FOR GOODS  
OR SERVICES BID BY ANOTHER GOVERNMENTAL ENTITY

WHEREAS, **Carlisle Thompson, LLC**, a Florida limited liability company, having its principal office at 405 W Sequoia Spur, Georgetown, TX 78628 (“Consultant”) entered into an agreement dated November 16, 2023, with **Seminole County, Florida**, a political subdivision of the State of Florida, for Disaster Recovery Consultant Services for FEMA Reimbursement (RFP-604604-23/LAS), attached as Exhibit “A,” services procured pursuant to F.S. §287.057, (the “Agreement”).

WHEREAS, the **City of Zephyrhills, Florida**, a Florida municipal corporation having a principal office at 5335 8<sup>th</sup> St. Zephyrhills, FL 33542, a Florida municipal corporation (“City”) has the legal authority under its purchasing policies adopted by the Zephyrhills City Council to “piggyback” onto a contract procured pursuant to F. S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the referenced Agreement between the Contractor and the Pinellas County, Florida for utilization of the same or similar services and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Agreement and agrees to perform the services set forth therein for the City in accordance with the terms of said Agreement until the work is completed.
2. The City agrees to utilize the goods services of the Contractor in a manner and upon the terms and conditions as set forth in the Agreement until the work is completed.
3. The purpose of this Agreement is for the Consultant to provide disaster recovery consultant services on an as needed basis to assist with FEMA reimbursement requests and submission to the City as more particularly described in Scope of Services attached as Exhibit B. The terms and conditions of the Agreement between Seminole County, Florida and Carlisle Thompson, LLC dated November 16, 2023 (“Seminole County Agreement”) shall be incorporated herein by this reference and, except as otherwise provided herein, shall apply to this Contract. Company’s fees and charges shall be as provided in the Seminole County Agreement. References to Seminole County in said documents shall mean the City of Zephyrhills. All work shall be subject to separate Task Order(s) agreed upon between the parties. All Task Orders shall be signed by the City Manager.
4. The parties agree that venue for any litigation arising from this piggyback agreement shall be in Dade City, Pasco County, Florida.

5. The parties agree that the City shall have forty-five (45) days from the date of invoice to provided payment pursuant to Florida Statute section 218.74.
6. Notwithstanding any provision herein to the contrary, the City may terminate this Agreement at any time without regard to cause at City's convenience with thirty (30) days' notice to Company. In such event, the Company shall only be entitled to payment for services actually performed hereunder prior to such termination.
7. The City reserves the right to delete any portion of this contract at any time without cause. If such right is exercised, the total fee shall be reduced by the amount established for that service. If work has already been accomplished on the portion of the contract to be deleted, the Company shall be paid for the work performed through the notification effective date of the deleted services.
8. City expressly retains all rights, benefits, and immunities of sovereign immunity. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the City's sovereign immunity or limits of liability contained in Section 768.28, Florida Statutes.
9. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 813-780-0000, EXT. 3543 OR [CITYCLERK@CI.ZEPHYRHILLS.FL.US](mailto:CITYCLERK@CI.ZEPHYRHILLS.FL.US) OR CITY CLERK – CITY OF ZEPHYRHILLS - 5335 EIGHTH STREET – ZEPHYRHILLS, FLORIDA 33542.**
10. Indemnity. Contractor/Vendor shall defend, indemnify and hold harmless the City of Zephyrhills and all of the City of Zephyrhills's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Contractor/Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Contractor/Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Zephyrhills when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Zephyrhills in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor/Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Zephyrhills as set forth in this article of the Agreement. Nothing herein shall be construed to extend the City of Zephyrhills's liability beyond that provided in section 768.28, Florida Statutes.

11. Insurance. Contractor/Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$ 1,000,000 (this could be \$2,000,000 depending on the amount of the contract) Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Zephyrhills as a named, additional insured, as well as furnishing the City of Zephyrhills with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Contractor/Vendor as required herein shall be considered, and Contractor/Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Zephyrhills, and that any other insurance, or self-insurance available to the City of Zephyrhills shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Contractor/Vendor as required herein.

Carlisle Thompson, LLC

City of Zephyrhills, Florida

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Kenneth M. Burgess, Jr. Date  
Council President

\_\_\_\_\_  
Print Name Title

WITNESS

ATTEST

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Ricardo Quinones Date  
Acting City Clerk

\_\_\_\_\_  
Matthew E. Maggard Date  
City Attorney

**EXHIBIT  
A**

**DISASTER RECOVERY CONSULTANT SERVICES - FEMA  
(RFP-604605-23/LAS)**

THIS AGREEMENT is dated as of the 16<sup>th</sup> day of November 2023, by and between **CARLISLE THOMPSON LLC**, duly authorized to conduct business in the State of Florida, whose address is 405 W. Sequoia Spur, Georgetown, TX, 78628, in this Agreement referred to as "CONSULTANT", and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1<sup>st</sup> Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, COUNTY desires to retain the services of a competent and qualified consultant to provide disaster recovery consultant services to Seminole County; and

**WHEREAS**, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

**WHEREAS**, CONSULTANT is competent, qualified, and desires to provide those services according to the terms and conditions stated in this Agreement,

**NOW, THEREFORE**, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and CONSULTANT agree as follows:

**Section 1. Services.**

(a) COUNTY hereby retains CONSULTANT to provide professional services and perform those tasks as further described in the Scope of Services attached as Exhibit A and made a part of this Agreement. Required services will be specifically enumerated, described, and depicted in the Purchase Orders authorizing performance of the specific project, task, or study. CONSULTANT is also bound by all requirements as contained in the solicitation package, all

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 1 of 24



addenda to this package, CONSULTANT's submission in response to this solicitation (collectively, the "contract documents"). This Agreement standing alone does not authorize the performance of any work or require COUNTY to place any orders for work.

**Section 2. Term.** This Agreement takes effect on the date of its execution by COUNTY and continues for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement will have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties under such Purchase Orders will remain in effect until completion of the work authorized by the respective Purchase Order.

**Section 3. Authorization for Services.** Authorization for performance of services by CONSULTANT under this Agreement must be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached as Exhibit B. Each Purchase Order must describe the services required, state the dates for commencement and completion of work, and establish the amount and method of payment. The Purchase Orders will be issued under and will incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available projects or that CONSULTANT will perform any project for COUNTY during the term of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

**Section 4. Time for Completion.** The services to be rendered by CONSULTANT must be commenced as specified in such Purchase Orders as may be issued under this Agreement and must be completed within the time specified in the respective Purchase Order.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 2 of 24





**Section 5. Compensation.** COUNTY shall compensate CONSULTANT for the professional services provided for under this Agreement on either a “Fixed Fee” basis or on a “Time Basis Method”. CONSULTANT will be compensated at the rates as outlined in Exhibit C, Contract Pricing.

**Section 6. Reimbursable Expenses.**

(a) If a Purchase Order is issued on a Fixed Fee or Time Basis Method, then reimbursable expenses are in addition to the hourly rates. Reimbursable expenses are subject to the applicable “Fixed Fee” or “Not-to-Exceed” amount set forth in the Purchase Order. Reimbursable expenses may include actual expenditures made by CONSULTANT, its employees, or its professional associates in the interest of the Project for the expenses listed in the following paragraphs:

(1) COUNTY shall reimburse CONSULTANT for the following costs: travel expenses in connection with the Project based on Sections 112.061(7) and (8), Florida Statutes, or its successor and subject to the limitation listed below; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project. COUNTY is not obligated to reimburse CONSULTANT for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of CONSULTANT, that is, employees located within fifty (50) miles of the job site.

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of the job site, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 3 of 24



C. Reimbursement for lodging must be at \$100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:  
\$6.00 without receipts  
\$10.00 with receipts;
2. Lunch:  
\$11.00 without receipts  
\$13.00 with receipts;
3. Dinner:  
\$19.00 without receipts  
\$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Reimbursement for the expense of reproduction, postage, and handling of drawings and specifications are authorized at actual cost only.

(3) If authorized in writing in advance by COUNTY, COUNTY shall reimburse the cost of other expenditures made by CONSULTANT in the interest of the Project.

(b) Any reimbursable expenses under this Agreement must be supported by a source document such as a receipt or invoice with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, all as solely determined by COUNTY.

#### **Section 7. Payment and Billing.**

(a) If the Scope of Services required to be performed by a Purchase Order is clearly defined, the Purchase Order will be issued on a Fixed Fee Basis. CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the negotiated Fixed Fee amount stated in the Purchase Order.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 4 of 24



(b) If the Scope of Services is not clearly defined, the Purchase Order may be issued on a Time Basis Method and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, CONSULTANT shall perform all work required by the Purchase Order, but in no event may CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Purchase Order.

(c) For Purchase Orders issued on a Fixed Fee Basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed, but in no event may an invoice amount exceed a percentage of the Fixed Fee amount equal to the percentage of the total services actually completed.

(d) For Purchase Orders issued on a Time Basis Method with a Not-to-Exceed amount, CONSULTANT may invoice the amount due for actual work hours performed, but in no event may an invoice amount exceed a percentage of the Not-to-Exceed amount.

(e) Submittal instructions for invoices are as follows:

(1) The original invoice must be emailed to:

AP@SeminoleClerk.org

(2) The original invoice may also be mailed or delivered to:

Director of County Comptroller's Office  
Seminole County Board of County Commissioners  
P.O. Box 8080  
Sanford, FL 32772-8080

(3) A copy of the invoice must be sent to:

Seminole County Resource Management Department  
1101 E. 1st Street  
Sanford, FL 32771

(f) Upon review and approval of CONSULTANT's invoice, COUNTY shall pay CONSULTANT the approved amount in accordance with the terms as set forth in Chapter 218, Part VII, Florida Statutes.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 5 of 24



**Section 8. General Terms of Payment and Billing.**

(a) Upon satisfactory completion of work required under this Agreement and upon acceptance of the work by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement and less any amount already paid by COUNTY.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT at any time during the term of this Agreement and after final payment to support final payment under this Agreement. Audits may be performed at a time mutually agreeable to CONSULTANT and COUNTY. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in this Section and the total compensation so determined will be used to calculate final payment to CONSULTANT. Performance of this audit will not delay final payment as provided by subsection (a) of this Section.

(c) In addition to the above, if federal funds are used for any work under the Agreement, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives must have access to any books, documents, papers, and records of CONSULTANT that are directly pertinent to work performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

(d) CONSULTANT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to work performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. CONSULTANT shall make such materials available at CONSULTANT's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in subsections (b) and (c) of this Section.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 6 of 24



(e) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (d) of this Section, reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

**Section 9. Responsibilities of CONSULTANT.**

(a) CONSULTANT is responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following, which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature provided by CONSULTANT under this Agreement. CONSULTANT shall correct or revise, without additional compensation, any errors or deficiencies in CONSULTANT's plans, analysis, data, reports, designs, drawings, specifications and any and all other services of whatever type or nature.

(b) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. CONSULTANT is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by CONSULTANT's performance of any services or provision of any materials under this Agreement.

**Section 10. Ownership of Documents.** All deliverable analysis, reference data, survey data, plans, reports, and any other form of written instrument or document that may result from CONSULTANT's services or have been created during the course of CONSULTANT's performance under this Agreement will become the property of COUNTY after final payment is made to CONSULTANT.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/I.AS)  
Page 7 of 24



**Section 11. Termination.**

(a) By written notice to CONSULTANT, COUNTY may terminate this Agreement or any Purchase Order issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of CONSULTANT to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) CONSULTANT shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) CONSULTANT shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT will be paid compensation for services performed to the date of termination. If this Agreement calls for the payment based on a Fixed Fee amount, CONSULTANT will be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by this Agreement, as determined solely and conclusively by COUNTY.

(c) If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, CONSULTANT will be liable to COUNTY for all reasonable additional costs associated with CONSULTANT's failure to fulfill its obligations under this Agreement.

(d) CONSULTANT will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 8 of 24



CONSULTANT. CONSULTANT will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of CONSULTANT include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of CONSULTANT.

(e) If after notice of termination for CONSULTANT's failure to fulfill its obligations under this Agreement, it is determined that CONSULTANT did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price will be made as provided in subsection (b) of this Section.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

**Section 12. Conflict with Contract Documents.** Wherever the terms of this Agreement conflict with any Purchase Order issued pursuant to it or any other contract documents, including proposals submitted by CONSULTANT, this Agreement will prevail.

**Section 13. Equal Opportunity Employment.** CONSULTANT shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability. CONSULTANT shall take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision includes, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 9 of 24





termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**Section 14. No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that CONSULTANT has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

**Section 15. Conflict of Interest.**

(a) CONSULTANT shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%), either directly or indirectly, in the business of CONSULTANT to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

**Section 16. Assignment.** Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and only by a document of equal dignity with this Agreement.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 10 of 24





**Section 17. Subcontractors.** CONSULTANT shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. CONSULTANT will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

**Section 18. Indemnification of COUNTY.** To the fullest extent permitted by law, CONSULTANT shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents from any and all claims, losses, damages, costs, attorney fees, and lawsuits for damages arising from, allegedly arising from, or related to CONSULTANT's provision of materials or services under this Agreement caused by CONSULTANT's act or omission in the performance of this Agreement.

**Section 19. Insurance.**

(a) General. CONSULTANT shall procure and maintain insurance required under this Section at CONSULTANT's own cost.

(1) CONSULTANT shall provide COUNTY with a Certificate of Insurance on a current ACORD Form signed by an authorized representative of the insurer evidencing the insurance required by this Section (Professional Liability, Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). **The Certificate must have the Agreement number for this Agreement clearly marked on its face.** COUNTY, its officials, officers, and employees must be named additional insureds under the Commercial General Liability, Umbrella Liability and Business Auto policies. If the policy provides for a blanket additional insured coverage, CONSULTANT shall provide a copy of the section of the policy along with the Certificate of Insurance. If the coverage does not exist, the policy must be endorsed to include the named additional insureds as described in this subsection. The Certificate of

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 11 of 24



Insurance must provide that COUNTY will be provided, by policy endorsement, not less than thirty (30) days written notice prior to the cancellation or non-renewal, or by a method acceptable to COUNTY. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance before expiration or replacement of the insurance for which a previous Certificate of Insurance has been provided.

(2) In addition to providing the Certificate of Insurance on a current ACORD Form, upon request as required by COUNTY, CONSULTANT shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section within thirty (30) days after receipt of the request. Certified copies of policies may only be provided by the insurer, not the agent or broker.

(3) Neither approval by COUNTY nor failure to disapprove the insurance provided by CONSULTANT will relieve CONSULTANT of its full responsibility for performance of any obligation, including its indemnification of COUNTY, under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies must be authorized to conduct business in the State of Florida and prove such authorization by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Florida Office of Insurance Regulation. Alternatively, policies required by this Agreement for Workers' Compensation/Employer's Liability, may be those authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies must have and maintain, at a minimum, a Best's Rating of "A-" and a minimum Financial Size Category of "VII" according to A.M. Best Company.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 12 of 24



(3) If, during the period that an insurance company is providing the insurance coverage required by this Agreement, an insurance company (i) loses its Certificate of Authority, or (ii) fails to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall immediately notify COUNTY as soon as CONSULTANT has knowledge of any such circumstance and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY, CONSULTANT will be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection, at CONSULTANT's sole expense. Except as otherwise specified in this Agreement, the insurance will become effective upon execution of this Agreement by CONSULTANT and must be maintained in force until the expiration of this Agreement's term or the expiration of all Orders issued under this Agreement, whichever comes last. Failure by CONSULTANT to maintain this required insurance coverage within the stated period will constitute a material breach of this Agreement, for which COUNTY may immediately terminate this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance must cover it for liability that would be covered by the latest edition of the standard Workers' Compensation policy as filed for use in Florida by the National Council on Compensation Insurance without restrictive endorsements.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 13 of 24



CONSULTANT is also responsible for procuring proper proof of coverage from its subcontractors of every tier for liability that is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (C) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage must be included for the United States Longshoremen and Harbor Worker's Compensation Act, Federal Employee's Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation policy, there will be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Worker's Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation policy is required to be the following:

\$500,000.00 (Each Accident)  
\$500,000.00 (Disease-Policy Limit)  
\$500,000.00 (Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance must cover it for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must not contain any endorsements excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) CONSULTANT shall maintain these minimum insurance limits:

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 14 of 24



|                        |                                          |
|------------------------|------------------------------------------|
| General Aggregate      | Two Times (2x) the Each Occurrence Limit |
| Personal & Advertising | \$1,000,000.00                           |
| Injury Limit           |                                          |
| Each Occurrence Limit  | \$1,000,000.00                           |

(3) Professional Liability Insurance. CONSULTANT shall carry Professional Liability Insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00).

(4) Business Auto Policy.

(A) CONSULTANT's insurance must cover CONSULTANT for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto used by CONSULTANT. In the event CONSULTANT does not own automobiles, CONSULTANT shall maintain coverage for hired and non-owned auto liability for autos used by CONSULTANT, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by CONSULTANT must be per-accident combined single limit for bodily injury liability and property damage liability.

(C) The minimum amount of coverage under the Business Auto Policy is required to be the following:

|                       |                |
|-----------------------|----------------|
| Combined Single Limit | \$1,000,000.00 |
|-----------------------|----------------|

(d) Coverage. The insurance provided by CONSULTANT pursuant to this Agreement must apply on a primary and non-contributory basis, and any other insurance or self-insurance maintained by COUNTY or COUNTY's officials, officers, or employees must be in excess of and not contributing to the insurance provided by or on behalf of CONSULTANT.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 15 of 24



(e) Occurrence Basis. The Workers' Compensation policy, the Commercial General Liability, and the Umbrella policy required by this Agreement must be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy may be on an occurrence basis or claims-made basis. In the event that the Professional Liability insurance required by this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning at the time work under this Agreement is completed.

(f) Obligations. Compliance with the foregoing insurance requirements will not relieve CONSULTANT, its employees, or its agents of liability from any obligation under this Section or any other Section of this Agreement.

#### **Section 20. Dispute Resolution.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures" Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5541, "Contract Claims" Seminole County Administrative Code.

(b) In any lawsuit or legal proceeding arising under this Agreement, CONSULTANT hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 16 of 24



(a) above of which CONSULTANT had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

**Section 21. Representatives of COUNTY and CONSULTANT.**

(a) It is recognized that questions in the day to day conduct of performance pursuant to this Agreement may arise. Upon request by CONSULTANT, COUNTY shall designate and advise CONSULTANT in writing of one or more COUNTY employees to whom to address all communications pertaining to the day to day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information, and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) At all times during the normal work week, CONSULTANT shall designate or appoint one or more representatives of CONSULTANT who are authorized to act on behalf of CONSULTANT and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement, and who will keep COUNTY continually advised of such designation.

**Section 22. All Prior Agreements Superseded.** This Agreement supersedes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 17 of 24





terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

**Section 23. Modifications, Amendments, or Alterations.** No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

**Section 24. Independent Contractor.** Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting CONSULTANT, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. CONSULTANT is and will remain an independent contractor with respect to all services performed under this Agreement.

**Section 25. Employee Status.** Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement will have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY's officers and employees either by operation of law or by COUNTY.

**Section 26. Services Not Provided For.** No claim for services provided by CONSULTANT not specifically provided for in this Agreement will be honored by COUNTY.

**Section 27. Public Records Law.**

(a) CONSULTANT acknowledges COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 18 of 24





of the materials created under this Agreement and this statute controls over the terms of this Agreement. Upon COUNTY's request, CONSULTANT shall provide COUNTY with all requested public records in CONSULTANT's possession, or shall allow COUNTY to inspect or copy the requested records within a reasonable time and at a cost that does not exceed costs as provided under Chapter 119, Florida Statutes.

(b) CONSULTANT specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records and shall perform the following:

(1) CONSULTANT shall keep and maintain public records that ordinarily and necessarily would be required by COUNTY in order to perform the services required under this Agreement.

(2) CONSULTANT shall provide COUNTY with access to public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) CONSULTANT shall ensure public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law.

(c) Upon termination of this Agreement, CONSULTANT shall transfer, at no cost to COUNTY, all public records in possession of CONSULTANT, or keep and maintain public records required by COUNTY under this Agreement. If CONSULTANT transfers all public records to COUNTY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains the public records upon completion of this Agreement, CONSULTANT must meet all applicable requirements for retaining public records.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 19 of 24



All records stored electronically must be provided to COUNTY, upon request of COUNTY, in a format that is compatible with the information technology systems of COUNTY.

(d) Failure to comply with this Section will be deemed a material breach of this Agreement for which COUNTY may terminate this Agreement immediately upon written notice to CONSULTANT. CONSULTANT may also be subject to statutory penalties as set forth in Section 119.10, Florida Statutes.

(e) **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE SEMINOLE COUNTY PURCHASING AND CONTRACTS MANAGER, AT 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 EAST 2ND, SANFORD, FL 32771.**

**Section 28. Governing Law, Jurisdiction, and Venue.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

**Section 29. Compliance with Laws and Regulations.** In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and subsequently adopted. Any violation of these statutes, ordinances, rules, or regulations will

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 20 of 24



constitute a material breach of this Agreement and will entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

**Section 30. Patents and Royalties.** Unless otherwise provided, CONSULTANT is solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of this Agreement. CONSULTANT, without exception, shall indemnify and save harmless COUNTY and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by CONSULTANT. In the event of any claim against COUNTY of copyright or patent infringement, COUNTY shall promptly provide written notification to CONSULTANT. If such a claim is made CONSULTANT shall use its best efforts to promptly purchase for COUNTY the legitimate version of any infringing products or services or procure a license from the patent or copyright holder at no cost to COUNTY that will allow continued use of the service or product. If none of these alternatives are reasonably available, COUNTY shall return the article on request to CONSULTANT and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

**Section 31. Notices.** Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified and the place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice:

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 21 of 24



**For COUNTY:**

Seminole County Resource Management Department  
1101 E. 1st Street  
Sanford, FL 32771

**With a copy to:**

Seminole County Purchasing & Contracts Division  
1301 E. Second Street  
Sanford, FL 32771

**For CONSULTANT:**

Carlisle Thompson LLC  
405 W. Sequoia Spur  
Georgetown, TX 78628

**Section 32. Rights At Law Retained.** The rights and remedies of COUNTY provided under this Agreement are in addition to any other rights and remedies provided by law.

**Section 33. Headings and Captions.** All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

**Section 32. E-Verify System Registration.**

(a) CONSULTANT must register with and use the E-Verify system to verify the work authorization status of all new employees prior to entering into this Agreement with COUNTY. If COUNTY provides written approval to CONSULTANT for engaging with or contracting for the services of any subcontractors under this Agreement, CONSULTANT must require certification from the subcontractor that at the time of certification, the subcontractor does not employ, contract, or subcontract with an unauthorized alien. CONSULTANT must maintain a copy of the foregoing certification from the subcontractor for the duration of the agreement with the subcontractor.

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 22 of 24



(b) If COUNTY has a good faith belief that CONSULTANT has knowingly violated this Section, COUNTY shall terminate this Agreement. If COUNTY terminates this Agreement with CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year after the date on which this Agreement is terminated. If COUNTY has a good faith belief that a subcontractor knowingly violated this Section, but CONSULTANT otherwise complied with this Section, COUNTY must promptly notify CONSULTANT and order CONSULTANT to immediately terminate its agreement with the subcontractor.

(c) CONSULTANT shall execute and return the Affidavit of E-Verify Requirements Compliance, attached to this Agreement as Exhibit D, to COUNTY.

**Section 33. Addendum.** COUNTY and CONSULTANT shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement as Exhibit E. Addendum A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONSULTANT as a result of a disaster.

**IN WITNESS WHEREOF**, the parties have made and executed this Agreement for the purposes stated above.

ATTEST:

Witness

Print Name

Witness

Print Name

CARLISLE THOMPSON LLC

By:

CONNIE S. BRICE, Manager

Date:

11-15-2023

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 23 of 24



SEMINOLE COUNTY, FLORIDA

*[Signature]*  
Witness  
Louis Straffi

Print Name

*G. Marrozos*

Witness

Gladys Marrozos

Print Name

By: *Tammy Roberts*  
TAMMY ROBERTS,  
Procurement Administrator

Date: 11/16/2023

For the use and reliance of  
Seminole County only.

As authorized for execution by the Board of  
County Commissioners at its November 14,  
2023 regular meeting.

Approved as to form and  
legal sufficiency.

*David G. Shultz*

County Attorney

GLK\DGSL\fa

10/18/2023

T:\Users\Legal Secretary CSB\Purchasing 2023\RFP-604605 (Carlisle Thompson LLC).docx

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order
- Exhibit C - Contract Pricing
- Exhibit D - Affidavit of E-Verify Requirements Compliance
- Exhibit E - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts

Disaster Recovery Consultant Services – FEMA  
(RFP-604605-23/LAS)  
Page 24 of 24



## Exhibit A

### SCOPE OF SERVICES

**Purpose:** Seeking to retain services of a competent and qualified Consultant(s) for Disaster Recovery Services. Consultants will be required to fulfill including, but not limited to, the following tasks and obligations:

1. Financial recovery in support of the Fiscal/Budgetary operations of the County, primarily related to federal and state disaster reimbursement. The consultant will prepare required documentation for any disaster claims, coordination of appeals processes of these claims and other duties necessary to secure appropriate funding reimbursement from federal and state agencies during and after disaster events. This task may also include personnel to represent the County and provide project management of complex and long-term disaster driven projects.
2. Staffing of the Documentation Unit within the Emergency Operations Center during local activation. This includes sheltering in place while conditions prevent the save travel during an event. Primary tasks performed under this unit include maintaining work records, daily reports, verifying County policy is adhered to, and management of other activation related documentation. Operational periods are typically twelve-hour shifts.
3. Provide upon request debris specialist for contract and operations monitoring of County debris operation.
4. Provide upon request damage assessment of County facilities, including technical assistance to deliver a detailed report that include descriptions, dimensions, and other elements of information required to support reimbursement of repair expenses.
5. Policy review and development pertaining to policies used during disasters including but not limited to labor, union, insurance policies, and obtain and maintain requirements. Provide training assistance as needed relating to disaster response and recovery requirements and procedures.

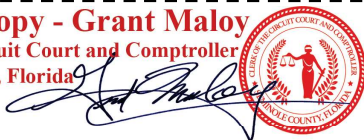
The consultant must have in depth knowledge of government financial operations and accounting, Federal Emergency Management Agency (FEMA) regulations and requirements related to the Stafford Act and the Public Assistance Program, including Title 2 and Title 44 of the Code of Federal Regulations.

The consultant must have current experience in Florida with Federal Emergency Management Agency (FEMA) funding through the Public Assistance Program, including section 406 mitigation projects. The experience must encompass the initial request for public assistance through project closeout and final reconciliation. In addition, the consultant should have knowledge of Federal Highway Administration (FHWA), as well as Natural Resources Conservation Service (NRCS) funding opportunities.

It is preferable that the consultant have local resources available.

Task assignments/Release Orders will be issued via purchase order on an as needed basis.

Please indicate how you would manage the response and financial recovery process for Seminole County, including the use of onsite personnel, personnel working remotely, and the use of technology.





FLORIDA SALES: 85-8013708974C-0  
FEDERAL SALES/USE: 59-6000856

Board of County Commissioners  
**PURCHASE ORDER**

**ORDER NUMBER: 48148**

ALL PACKING SLIPS INVOICES AND CORRESPONDENCE  
MUST REFER TO THIS ORDER NUMBER

S  
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|             |            |
|-------------|------------|
| ORDER DATE  | 01/14/2021 |
| REQUISITION | 63930 - OR |
| REQUESTOR   |            |
| VENDOR #    | 409286     |
| ANALYST     |            |

V  
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R

**SUBMIT ALL INVOICES TO:**  
AP@seminoleclerk.org  
Seminole Count Clerk & Comptroller  
POST OFFICE BOX 8080  
SANFORD, FL 32772  
Accts. Payable Inquiries - Phone (407) 665  
7656

**ORDER  
INQUIRIES**

| ITEM # | QTY | UNIT | ITEM DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|--------|-----|------|------------------|------------|----------------|
| 1.00   |     | EA   |                  | 0.00       |                |

**THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS  
ON THE REVERSE SIDE OF THIS ORDER.**

**TOTAL AMOUNT 0.00**

**PURCHASING AND CONTRACT DIVISION**  
1301 EAST SECOND STREET  
SANFORD FLORIDA 32771  
PHONE (407) 665-7116 / FAX (407) 665-7956

AUTHORIZED SIGNATURE FOR THE SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

Page 1 of 1

**Certified Copy - Grant Maloy**  
Clerk of the Circuit Court and Comptroller  
Seminole County, Florida



Seminole County Clerk of the Circuit Court and Comptroller  
eCertified at 11/17/2023 14:09:33 -05:00  
eCertified Id: 14C7-C7KE-167Q  
Page 26 of 45



## Terms and Conditions

**1. Acceptance/Entire Agreement.** This Purchase Order ("PO") is entered into between Seminole County, Florida ("County") and the Supplier referenced herein (individually, referred to as "Party," and collectively, "Parties"). By accepting this PO, Supplier accepts all Terms and Conditions contained herein. This PO, including specifications and drawings, if any, and referenced documents, such as solicitations and responses constitutes the entire agreement between the Parties. Whenever terms and conditions of Main Agreement, if any, conflict with any PO issued pursuant to Main Agreement, Main Agreement will control.

**2. Inspection.** Notwithstanding any prior payment or inspection, all goods/services are subject to inspection/rejection by County at any time, including during manufacture, construction or preparation. To the extent a PO requires a series of performances by Supplier, County reserves right to cancel remainder of PO if goods/services provided during the term of PO are non-conforming or otherwise rejected. Without limiting any rights County may have, County, at its sole option, may require Supplier, at Supplier's expense to: (a) promptly repair or replace any or all rejected goods, or to cure or re-perform any or all rejected services; or (b) refund price of any or all rejected goods or services. All rejected goods will be held for Supplier's prompt inspection at Supplier's risk. Nothing contained in PO will relieve Supplier's obligation of testing, inspection and quality control.

**3. Packing & Shipping.** Unless otherwise specified, all goods must be packed, packaged, marked and prepared for shipment in a manner that is: (a) in accordance with good commercial practice; (b) acceptable to common carriers for shipment at the lowest rate for the particular good; (c) in accordance with local, state, and federal regulations; and (d) protected against weather. Supplier must mark all containers with necessary lifting, handling, shipping information, PO number, date of shipment and the name of the consignee and consignor. An itemized packing sheet must accompany each shipment.

**4. Delivery; Risk of Loss.** All goods are FOB destination, and risk of loss will remain with Supplier until delivery by Supplier and acceptance by County. Goods delivered by Supplier that are damaged, defective, or otherwise fail to conform to PO may be rejected by County or held by County at Supplier's risk and expense. County may charge Supplier for cost(s) to inspect, unpack, repack, store and re-ship rejected goods.

**5. Delivery of Excess Quantities.** If Supplier delivers excess quantities of goods without prior written authorization from County, excess quantities of goods may be returned to Supplier at Supplier's expense.

**6. Time Is of the Essence.** Time is of the essence for delivery of goods/services under PO. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, entitles County to seek all remedies available at law or in equity. County reserves right to cancel any PO and procure goods/services elsewhere if delivery is not timely. Supplier agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to cancel PO, acceptance, or payment will not be deemed a waiver of County's right to cancel remainder of PO. Delivery date or time in PO may be extended if Supplier provides a written request in advance of originally scheduled delivery date and time and County agrees to delayed delivery in writing prior to originally scheduled delivery date and time.

**7. Warranties.** Supplier warrants to County that all goods/services covered by PO conform strictly to specifications, drawings or samples specified or furnished by County, and are free from: (a) defects in title; and (b) latent or patent defects in material or workmanship. If no quality is specified by County, Supplier warrants to County that goods/services are of the best grade of their respective kinds, meet or exceed applicable standards for industry represented, are merchantable (as to goods) and are fit for County's particular purpose. Supplier warrants that at the time County accepts the goods/services, the goods/services will have been produced, sold, delivered and furnished in strict compliance with all applicable federal and state laws, regulations, ordinances, rules, labor agreements and working conditions to which goods/services are subject. Supplier warrants the title to goods furnished under PO is valid, transfer of such title to County is rightful and goods are free of any claims or liens of any nature whatsoever, whether rightful or otherwise, of any person, corporation, partnership or association. All applicable manufacturers' warranties must be furnished to County at time of delivery of goods or completion of service. All warranties are cumulative and are in addition to any other express or implied warranties provided by law.

**8. Indemnification.** To the fullest extent permitted by law, Supplier assumes any and all liability for damages, breach of PO, loss or injury of any kind or nature whatsoever to persons or property caused by, resulting from or related to the goods/services provided under PO. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless County, its commissioners, officers, employees and agents from and against any and all claims, damages, demands, lawsuits, losses, costs and expenses, including attorneys' fees, patent, copyright or trademark infringement, judgments, decrees of whatsoever nature which County may incur as a result of claims, demands, lawsuits or causes of action of any kind or nature arising from, caused by or related to goods/services furnished by Supplier, its officers, employees, agents, partners, principals or subcontractors. Remedies afforded to County by this section are cumulative with and in no way affect any other legal remedy County may have under PO or at law. Supplier's

obligations under PO must not be limited by any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

**9. Insurance.** Supplier, at its sole expense, shall maintain insurance coverage acceptable to County. All policies must name County as an additional insured. All Insurance Certificates must be provided to the Purchasing and Contracts Division within ten (10) days of request. Supplier shall notify County, in writing, of any cancellation, material change, or alteration to Supplier's Certificate of Insurance.

**10. Modifications.** PO may be modified or rescinded in writing by County.

**11. Material Safety Data Sheets.** At time of delivery, Supplier agrees to provide County with a current Material Safety Data Sheet for any hazardous chemicals or toxic substances, as required by law.

**12. Pricing.** Supplier agrees that pricing included on PO shall remain firm through and until delivery of goods and/or completion of services, unless otherwise agreed to by the Parties in writing.

**13. Invoicing & Payment.** After delivery of goods/services by Supplier and acceptance by the County, the Supplier must electronically submit an original invoice via email to [AccountsPayable@fl.gov](mailto:AccountsPayable@fl.gov) or may mail the invoice, if electronic invoice is not available, to: Seminole County Clerk of the Circuit Court and Comptroller, P.O. Box 8080, Sanford, Florida 32772. Invoices must be billed at pricing stipulated on PO and must include the County's Purchase Order Number. Thereafter, all payments and interest on any late payments will be paid in compliance with Florida Prompt Payment Act, §218.70, Florida Statutes.

**14. Taxes.** County is exempt from Florida sales tax, federal taxes on transportation charges and any federal excise tax. County will not reimburse Supplier for taxes paid.

**15. Termination.** County may terminate PO, in whole or in part, at any time, either for County's convenience or because of Supplier's failure to fulfill its obligations under PO, by written notice to Supplier. Upon receipt of written notice, Supplier must discontinue all deliveries affected unless written notice directs otherwise. In the event of termination, County will be liable only for materials procured, work completed or services rendered or supplies partially fabricated, within the authorization of PO. In no event will County be liable for incidental or consequential damages by reason of such termination.

**16. Equal Opportunity Employer.** County is an Equal Employment Opportunity ("EEO") employer, and as such, requires all Suppliers to comply with EEO regulations with regards to race, color, religion, sex, national origin, age, disability or genetic information, as may be applicable to Supplier. Any subcontracts entered into, as authorized by County, must make reference to this clause with the same degree of application being encouraged.

**17. Assignment.** Supplier may not assign, transfer, or subcontract PO or any right or obligation under it without County's written consent. Any purported assignment, transfer, or subcontract will be null and void.

**18. Venue & Applicable Law.** The laws of the State of Florida govern validity, enforcement, and interpretation of PO. The sole jurisdiction and venue for any legal action in connection with PO will be in the courts of Seminole County, Florida.

**19. Fiscal Non-Funding.** In the event sufficient budgeted funds are not available for payment to Supplier for a new fiscal period, County shall notify Supplier of such occurrence and PO will terminate on the last day of the current fiscal period without penalty or expense to County.

**20. Public Records.** Supplier acknowledges that PO and any related financial records, audits, reports, plans, correspondence and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Supplier shall maintain all public records and, upon request, provide a copy of requested records or allow records to be inspected within a reasonable time. Supplier shall also ensure that any public records that are exempt or confidential from disclosure are not disclosed except as authorized by law. In event Supplier fails to abide by provisions of Chapter 119, Florida Statutes, County may, without prejudice to any other right or remedy and after giving Supplier seven (7) days written notice, during which period Supplier still fails to allow access to such documents, terminate PO. **IF SUPPLIER HAS QUESTIONS REGARDING APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO PO, CONTACT CUSTODIAN OF PUBLIC RECORDS AT: 407-665-7116, PURCH@SEMINOLECOUNTYFL.GOV, PURCHASING AND CONTRACTS DIVISION, 1301 E. SECOND STREET, SANFORD, FL 32771.**

**21. Right to Audit Records.** County will be entitled to audit the books and records of Supplier to the extent that the books and records relate to this PO. Supplier must maintain books and records relating to this PO for a period of three (3) years from the date of final payment under the PO, unless the County authorizes otherwise in writing.

**22. Severability.** If any section, sentence, clause, phrase or portion of PO are, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent and such holding will not affect validity of remaining portion of PO.

**23. Headings & Captions.** All headings and captions contained in PO are provided for convenience only, do not constitute a part of PO, and may not be used to define, describe, interpret or construe any provision of PO.  
Rev 10/2021



**Exhibit C  
Price Proposal**

**RFP-604605-23/LAS – DISASTER RECOVERY CONSULTANT SERVICES - FEMA**

**Name of Proposer:** Carlisle Thompson LLC

**Mailing Address:** 405 Sequoia Spur

**City/State/Zip:** Georgetown, TX 78628

**Phone Number:** (407) 353-2787

**FAX Number:** ( )

**E-Mail Address:** connie@carlislethompson.com

Pursuant to and in compliance with the Request for Proposals, the undersigned Proposer agrees to perform the Work in strict conformity with Contract Documents, including Addenda Nos. 1 through 3, on file for the rates hereinafter set forth. The undersigned Proposer declares that the only persons/parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation, and proposes and agrees that, if the proposal is accepted, Proposer will execute an Agreement with the COUNTY and will furnish Insurance Certificates.

The hourly rate shall include all costs associated with providing the required services including, but not limited to:

- General Administrative Overhead
- Fringe and benefits, Profit
- Equipment and related items
- Any Cost associated with work

| <b>Position Description - Minimum Experience</b>                                                          | <b>Hourly Rate</b> |
|-----------------------------------------------------------------------------------------------------------|--------------------|
| Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 years Federal Disaster Recovery experience) | \$215.00           |
| Disaster Recovery Project Manager (Minimum 5 years FEMA Public Assistance experience)                     | \$180.00           |
| FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)                     | \$150.00           |
| FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Assistance experience)                         | \$120.00           |
| PA Grant Admin                                                                                            | \$80.00            |

**REIMBURSABLE EXPENSES POLICIES AND ALLOWANCES:**

1. Reimbursement for mileage will be at the IRS rate. Local mileage not allowed within a 50 mile radius of the job site.
2. Car rental reimbursement shall be for compact cars, up to two occupants, and intermediate cars for over two occupants.
3. Reimbursement for lodging shall be at \$100.00 or the actual expenses for lodging at a "non-resort" type hotel located in Seminole County. Meals shall not exceed:



**Without Receipts**

A. Breakfast \$6.00  
B. Lunch \$11.00  
C. Dinner \$19.00

**With Receipts:**

\$10.00  
\$13.00  
\$27.00

Reimbursement for meals, travel, vehicle mileage, tolls and parking shall not apply to local employees of the Contractor.

4. Reimbursement for air fare shall be based on coach rates.
5. Reimbursement for reproductions, drawings and postage is authorized at actual cost.

**Note:** Any expenses under the above reimbursement policies must be supported by documents such as a receipt or invoice, identify the employee/contractor's name, date of services and explanation of the expense. Travel expenses must be submitted or invoiced to the County within 90 days.



**DISASTER RECOVERY CONSULTANT SERVICES- FEMA**

Please provide the hourly rate for each line item in the table. The hourly rate shall include all costs associated with providing the required services including, but not limited to: General Administrative Overhead. Fringe and benefits, profit. Equipment and Related items. Any cost associated with work. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

| Line Item    | Description                                                                                               | Quantity | Unit of Measure | Unit Cost | Total    |
|--------------|-----------------------------------------------------------------------------------------------------------|----------|-----------------|-----------|----------|
| 1            | Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience) | 1        | Hr              | \$215.00  | \$215.00 |
| 2            | Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)                      | 1        | Hr              | \$180.00  | \$180.00 |
| 3            | FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience)                     | 1        | Hr              | \$150.00  | \$150.00 |
| 4            | FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)                                    | 1        | Hr              | \$120.00  | \$120.00 |
| 5            | PA Grant Admin                                                                                            | 1        | Hr              | \$80.00   | \$80.00  |
| <b>TOTAL</b> |                                                                                                           |          |                 |           |          |

**DISASTER RECOVERY CONSULTANT SERVICES- FEMA**

Please provide the Estimated percentage of Project hours for EACH Position. The 'Percentage' column total should be 100%. Seminole County will accept ADDITIONAL position proposals as a SEPERATE attachment. ADDITIONAL positions will not be factored into the scoring of the Pricing Structure criteria.

| Line Item | Description                                                                                               | Unit of Measure                | Percentage |
|-----------|-----------------------------------------------------------------------------------------------------------|--------------------------------|------------|
| 1         | Disaster Recovery Program Manager/ Policy Advisor (Minimum 10 Years Federal Disaster Recovery Experience) | Percent of Total Project Hours | 5%         |



| Line Item | Description                                                                           | Unit of Measure                | Percentage |
|-----------|---------------------------------------------------------------------------------------|--------------------------------|------------|
| 2         | Disaster Recover Project Manager (Minimum 5 years FEMA Public Assistance experience)  | Percent of Total Project Hours | 15%        |
| 3         | FEMA Public Assistance Specialist (Minimum 3 years FEMA Public Assistance experience) | Percent of Total Project Hours | 35%        |
| 4         | FEMA Public Assistance Analyst (Minimum 1 year FEMA Public Experience)                | Percent of Total Project Hours | 25%        |
| 5         | PA Grant Admin                                                                        | Percent of Total Project Hours | 20%        |



| Additional Positions                      |          |                 |                              |           |
|-------------------------------------------|----------|-----------------|------------------------------|-----------|
| Description                               | Quantity | Unit of Measure | Estimated % of Project Hours | Unit Cost |
| Junior Consultant                         | 1        | Hr              | As Needed                    | \$ 105.00 |
| Insurance Specialist                      | 1        | Hr              | As Needed                    | \$ 165.00 |
| Cost Estimator                            | 1        | Hr              | As Needed                    | \$ 165.00 |
| Project Manager, Owner Representative     | 1        | Hr              | As Needed                    | \$ 200.00 |
| Project Coordinator                       | 1        | Hr              | As Needed                    | \$ 150.00 |
| Engineer (PE)                             | 1        | Hr              | As Needed                    | \$ 225.00 |
| Engineer (EIT)                            | 1        | Hr              | As Needed                    | \$ 180.00 |
| FEMA Appeals Specialist                   | 1        | Hr              | As Needed                    | \$ 245.00 |
| Emergency Operations Liaison              | 1        | Hr              | New Activation               | \$ 245.00 |
| Damage Assessment/ NFIP SDA Team          |          |                 |                              |           |
| Lead Inspector (Travel Expenses Included) | 1        | Hr              | New Declaration              | \$ 185.00 |
| Inspector (Travel Expenses Included)      | 1        | Hr              | New Declaration              | \$ 155.00 |
| Documentation Unit                        |          |                 |                              |           |
| Documentation Unit Lead                   | 1        | Hr              | New Activation               | \$ 190.00 |
| EOC Document Unit Specialist              | 1        | Hr              | New Activation               | \$ 165.00 |
| EOC Documentation Unit Admin              | 1        | Hr              | New Activation               | \$ 100.00 |

Seminole County #26600456 - 2023-01-17 14:09:33 -05:00  
 Carlisle Thompson, LLC



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

Agreement Number: RFP-604605-23/CAS

**AFFIDAVIT OF E-VERIFY REQUIREMENTS COMPLIANCE**

The CONSULTANT/CONTRACTOR agrees to comply with section 448.095, Florida Statutes, and to incorporate in all subcontracts the obligation to comply with section 448.095, Florida Statutes.

1. The CONSULTANT/CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
2. The CONSULTANT/CONTRACTOR understands and agrees that its failure to comply with the verification requirements as set forth herein or its failure to ensure that all employees and subcontractors performing work under Agreement Number \_\_\_\_\_ are legally authorized to work in the United States and the State of Florida constitute a breach of Agreement Number \_\_\_\_\_ for which Seminole County may immediately terminate the Agreement without notice and without penalty. The CONSULTANT/CONTRACTOR further understands and agrees that in the event of such termination, the CONSULTANT/CONTRACTOR shall be liable to the county for any costs incurred by the County as a result of the CONSULTANT'S/CONTRACTOR'S breach.

*[Balance of this page intentionally blank; signatory page follows]*



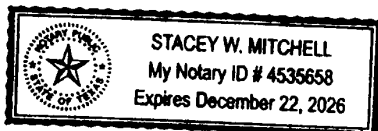


DATED this 15<sup>th</sup> day of November, 2023.

Carlisle Thompson, LLC  
Consultant Name  
By: [Signature]  
Print Name: CONNIE BRICE  
Title: President

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

I HEREBY CERTIFY that, on this 15<sup>th</sup> day of November, 2023, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Connie Brice, ☐ who is personally known to me or ☒ who has produced TX DL as identification.



Stacey Mitchell  
Print Name Stacey Mitchell  
Notary Public in and for the County Seminole  
and State Aforementioned Stacey Mitchell  
My commission expires: 12/22/24

E-Verify Affidavit  
Revised 11/2020





## Exhibit E

### FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

#### Definitions

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

#### General Provisions

- A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 1 of 11



- B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

- 1 Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.
- 2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.
- 3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 2 of 11



considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 4 Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 3 of 11



including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

#### Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

#### Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 4 of 11



5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."
6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 5 of 11





organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement". Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7 Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

(1)

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 6 of 11



- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."
9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)
- (1) The Contractor certifies, by signing this Addendum, to the best of Contractor's knowledge and belief, that:

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 7 of 11



- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
    - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.
  - (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - (3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)
- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
    - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (b) Meeting contract performance requirements; or
    - (c) At a reasonable price.

Addendum A - Federal Emergency Management Agency (FEMA)  
 Additional Terms for Seminole County Contracts  
 Page 8 of 11





- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 9 of 11



obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**Additional FEMA Provisions**

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

- (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission. "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

- 1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
- 2 Resource Conservation and Recovery Act
- 3 National Historic Preservation Act

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 10 of 11



- 4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act
18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)
- Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (c) [§74A (c) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.
19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)
- Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.
20. Performance and Payment Bonds. (Applicable to all FEMA contracts)
- If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.
21. Materials and Supplies. (Applicable to all FEMA contracts)
- All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.
22. Subcontracts. (Applicable to all FEMA contracts)
- To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre

8/29/19

E:\Users\dshield\Documents\Cases\Resource Management\Purchasing Agreements\Specific Negotiated Agreements\2019\FEMA Addendum\FEMA Addendum.docx

Addendum A - Federal Emergency Management Agency (FEMA)  
Additional Terms for Seminole County Contracts  
Page 11 of 11





Carlisle Thompson

**EXHIBIT  
B**

November 5, 2024

Ted Beason  
Karen Miller  
Zephyrhills, Florida

RE: Quote for FEMA Public Assistance (PA) Grant Management Support Services

Ms. Miller & Mr. Beason:

Carlisle Thompson proposes the following services to meet the grant management needs for the City of Zephyrhills, Florida, primarily related to FEMA Public Assistance disaster grants. We anticipate our staff will perform the services detailed below:

Scope of Services:

- Assist the City in identifying opportunities to maximize public assistance and post disaster federal and state grant funding.
- Prepare and process required documentation for disaster reimbursement claims.
- Coordinate with City departments to develop and submit documentation to FEMA and other related grants.
- Provide and perform services necessary to secure appropriate disaster funding reimbursement.
- Additional federal and state grant related tasks assigned by the City.

Carlisle Thompson is currently contracted with Seminole County, Florida, through a proper procurement that meets the County's and Federal procurement requirements. Carlisle Thompson will extend and agree to the Seminole County contract provisions and rates to meet the immediate disaster recovery needs for the City of Zephyrhills, FL.

We recommend starting with a task order/purchase order of \$60,000.00 and evaluate the project requirements in 90 days.

Please contact me at 407-399-8848 if you have any questions or need additional information.

Best Regards,

Stephen Brice  
Co-Founder, Vice President



405 West Sequoia Spur  
Georgetown, TX 78628



407.399.8848  
512.677.4079



carlislethompson.com  
sdbrice@carlislethompson.com

Second Page



405 West Sequoia Spur  
Georgetown, TX 78628



407.399.8848  
512.677.4079



carlislethompson.com  
sdbrice@carlislethompson.com

## **CITY MANAGER'S REPORT 4.1**

### **City Hall Lobby Wall Signage**

#### **Issue:**

City staff is seeking consensus from City Council regarding branded signage on the first-floor lobby wall at Zephyrhills City Hall.

#### **Background:**

City staff previously received direction from City Council to begin the process of installing City of Zephyrhills branded signage on the first-floor lobby wall at Zephyrhills City Hall. Our vendor has prepared the attached mockup for consideration and review.

The mockup showcases a backlit logo mounted on a cut-to-shape white background backer wall. This backer wall will allow for minimally-invasive drilling into the porcelain tile. Additionally, the backer wall will be utilized to conceal bolts, lighting and electrical wiring that are apart of the sign.

#### **Attachment(s):**

1. Zephyrhills Branded Lobby Wall Sign (Mockup)

#### **Fiscal Impact:**

#### **Staff Recommendation:**





## **NOTED ITEMS 5.1**

### **Right of Way Dedication**

14th Avenue by West Zephyrhills Elementary

#### **Issue:**

#### **Background:**

#### **Attachment(s):**

1. Right of Way Dedication - 14th Ave by West Zephyrhills Elementary

#### **Fiscal Impact:**

#### **Staff Recommendation:**



Prepared By:  
Chris Williams  
The School Board of Pasco County, Florida  
11815 Tree Breeze Drive  
New Port Richey, FL 34654

Parcel ID No.#: (a portion of) 10-26-21-0010-03400-0000

Record Above this line \_\_\_\_\_

### **SPECIAL WARRANTY DEED**

This Special Warranty Deed is executed this 15 day of October, 2024, by THE DISTRICT SCHOOL BOARD OF PASCO COUNTY, hereinafter called (the "Grantor") whose post office address is 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638 to THE CITY OF ZEPHYRHILLS, FLORIDA, a Florida municipal corporation, whose post office address is 5335 8<sup>th</sup> Street, Zephyrhills, Florida 33542, hereinafter called (the "Grantee"):

**(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and its legal representatives, successors and assigns).**

WITNESSETH, That the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the said second party, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Pasco County, State of Florida set forth on Exhibit A attached hereto and incorporated herein by reference.

SUBJECT, however, to all applicable zoning laws, ordinances and regulations; to applicable governmental regulations; and to restrictions, reservations, covenants, matters and easements of record (it not being the intent hereof to reimpose same);

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor and none other.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in our presence,

THE SCHOOL BOARD OF PASCO  
COUNTY, FLORIDA

WITNESSES:

Marsha L. Rux  
Print Name: Marsha L. Rux  
Address: 13342 Trailing Moss Dr.  
Dade City, FL 33525

By: Megan Harding  
MEGAN HARDING  
As Its: Chairman

Kathleen Minichino  
Print Name  
Address: 22336 Woodman Hall  
Land O' Lakes, FL 34637

STATE OF FLORIDA

COUNTY OF PASCO

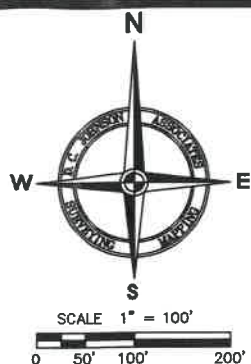
The foregoing instrument was acknowledged before me this 15 day of October,  
2024, by Megan Harding, as Chairman of The School Board of Pasco County, Florida who:

☒ is personally known to me, or  
☐ has produced \_\_\_\_\_ as identification

[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLORIDA STATUTE §117.05]



Kathleen Huntzinger  
NOTARY PUBLIC  
My Commission Expires:  
AFFIX NOTARY SEAL



| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | BEARING       | DISTANCE |
| L1         | N 89°37'10" W | 14.81'   |

POINT OF REFERENCE  
NORTHEAST CORNER OF SECTION 10,  
TOWNSHIP 26 SOUTH, RANGE 21 EAST

EAST BOUNDARY  
OF SECTION 10-26-21

POINT OF BEGINNING  
NORTHEAST CORNER LOT 33  
ZEPHYRHILLS COLONY COMPANY  
(P.B. 1 PG. 55)

NORTH BOUNDARY LOT 33  
ZEPHYRHILLS COLONY COMPANY  
(P.B. 1 PG. 55)

NORTHWEST CORNER LOT 34  
ZEPHYRHILLS COLONY COMPANY  
(P.B. 1 PG. 55)

N 89°37'10" W 658.45'

S 00°03'38" E  
45.37'

N 00°02'30" W  
44.92'

S 89°39'33" E 658.43'  
LOT 34

LOT 33

EAST BOUNDARY LOT 33  
ZEPHYRHILLS COLONY COMPANY  
(P.B. 1 PG. 55)

ZEPHYRHILLS COLONY COMPANY

### DESCRIPTION:

A parcel of land lying within Section 10, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 10; thence S.00°03'50"E. along the East boundary of said Section 10, a distance of 1,335.32 feet; thence N.89°37'10"W., a distance of 14.81 feet to the Northeast corner of Lot 33 per plat of ZEPHYRHILLS COLONY COMPANY as shown on the map or plat thereof as recorded in Plat Book 1, Page 55, of the Public Records of Pasco County, Florida for a POINT OF BEGINNING; thence continue N.89°37'10"W. along the North boundary of said Lot 33, and Lot 34, a distance of 658.45 feet to the Northwest corner of Lot 34 of said plat of ZEPHYRHILLS COLONY COMPANY; thence S.00°03'38"E., a distance of 45.37 feet to the South right-of-way for 114th Avenue; thence S.89°39'33"E., a distance of 658.43 feet to the East boundary of aforementioned Lot 33; thence N.00°02'30"W. along the East boundary of said Lot 33, a distance of 44.92 feet to the POINT OF BEGINNING. Containing 0.68 acres, more or less.

### DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch. Improvements, if any, have not been located in conjunction with the preparation of this sketch. This sketch is for graphic illustration only, and does not represent a field survey. Descriptions created per this sketch.

WEST ZEPHYRHILLS ELEMENTARY SCHOOL  
EAST RIGHT-OF-WAY

PREPARED FOR

Coastal Design Consultant, Inc.

JOB NO: 2023-109A01.BG00003 DRAWN BY: SDV

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 471.027, Florida Statutes.

  
Date: 6/17/2024  
Daniel C. Johnson PLS/PSM License Number 3635  
For D.C. Johnson & Associates, Inc.  
Not valid without the signature and raised seal of a Florida Licensed Surveyor

  
JOHNSON  
ASSOCIATES

SURVEYING AND MAPPING

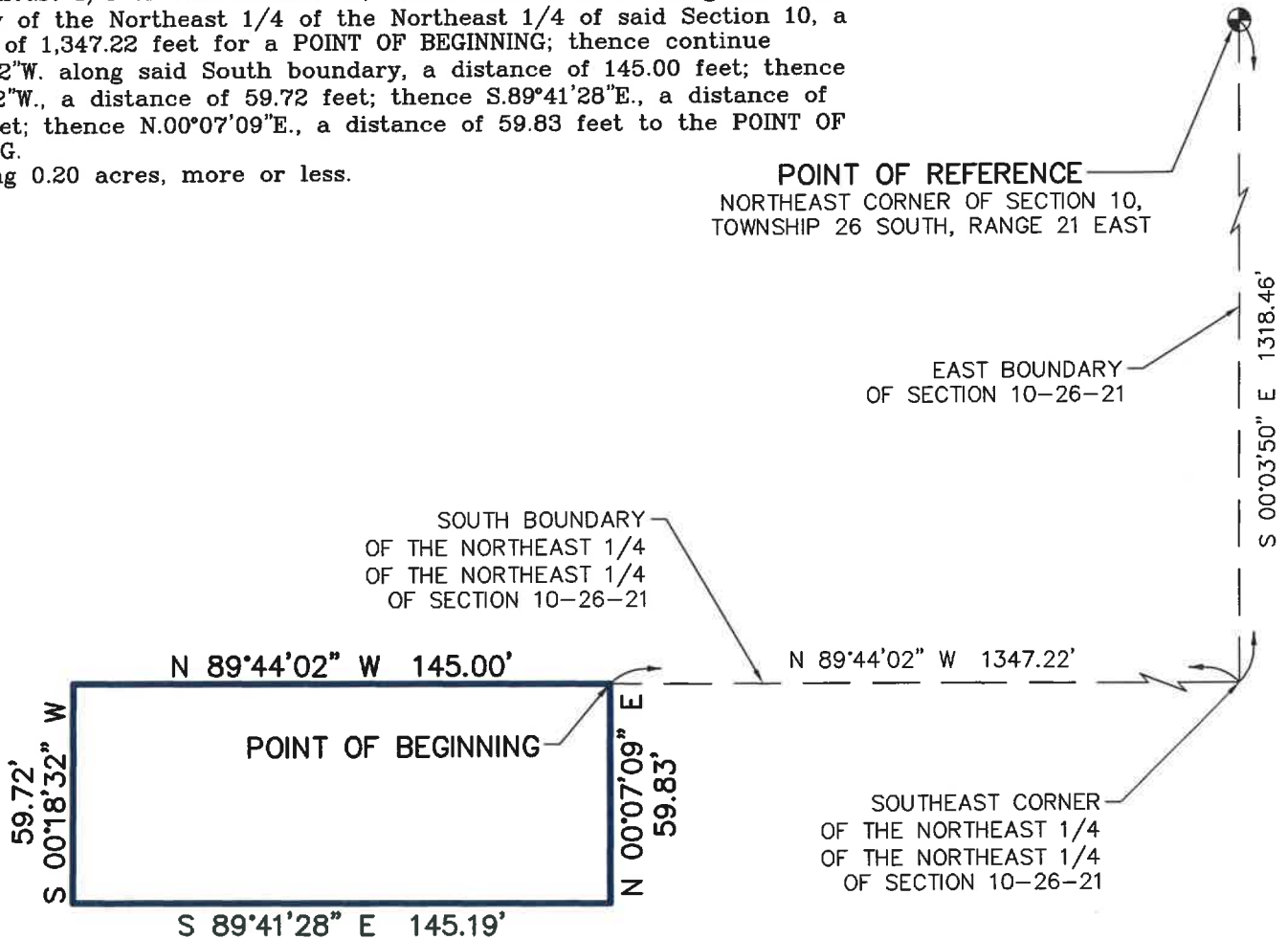
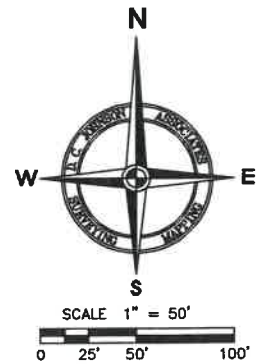
Florida Licensed Business No. LB 4514  
11911 S. Curley St. San Antonio, FL 33576  
(352) 588-2768 survey@dcjohnson.com  
www.dccjohnson.com

## DESCRIPTION:

A parcel of land lying within Section 10, Township 26 South, Range 21 East, Pasco County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of said Section 10; thence S.00°03'50"E. along the East boundary of said Section 10, a distance of 1,318.46 feet to the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 10; thence N.89°44'02"W. along the South boundary of the Northeast 1/4 of the Northeast 1/4 of said Section 10, a distance of 1,347.22 feet for a POINT OF BEGINNING; thence continue N.89°44'02"W. along said South boundary, a distance of 145.00 feet; thence S.00°18'32"W., a distance of 59.72 feet; thence S.89°41'28"E., a distance of 145.19 feet; thence N.00°07'09"E., a distance of 59.83 feet to the POINT OF BEGINNING.

Containing 0.20 acres, more or less.



## DESCRIPTION AND SKETCH NOT A BOUNDARY SURVEY

Corner Monuments were not set in conjunction with the preparation of this sketch.  
Improvements, if any, have not been located in conjunction with the preparation of this sketch.  
This sketch is for graphic illustration only, and does not represent a field survey.  
Descriptions created per this sketch.

WEST ZEPHYRHILLS ELEMENTARY SCHOOL  
WEST RIGHT-OF-WAY

PREPARED FOR

Coastal Design Consultant, Inc.

JOB NO: 2023-109A01.BG00003 DRAWN BY: SDV

We hereby certify that the sketch and description shown hereon are true and correct to the best of our knowledge and belief, and were prepared in accordance with the "Standards of Practice" as set forth by the Florida Board of Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Daniel C. Johnson PLS/PSM License Number 3635  
For D.C. Johnson & Associates, Inc.  
Not valid without the signature and raised seal of a Florida Licensed Surveyor

Date: 6/17/2024

**JOHNSON ASSOCIATES**  
SURVEYING AND MAPPING  
Florida Licensed Business No. LB 4514  
11911 S. Curley St. San Antonio, FL 33576  
(352) 588-2768 survey@dcjohnson.com  
www.dccjohnson.com

## **NOTED ITEMS 5.2**

Work Order No. 24-166 - Kimley-Horn and Associates, Inc., for design and engineering of Depot Museum Parking Lot for paving

**Issue:**

**Background:**

**Attachment(s):**

1. KH W.O. 24-166 Depot Parking 08NOV24

**Fiscal Impact:**

**Staff Recommendation:**

**WORK ORDER NO. 24-166**  
**Pursuant to Continuing Service Contract Engineering**  
**Services Agreement Between**  
**City of Zephyrhills and Kimley-Horn and Associates, Inc.**  
**for Professional Services**

This agreement, executed this 8 day November, 2024, is Work Order No. 24-166 to Continuing Services Contract Engineering Services agreement between the City of Zephyrhills (hereinafter referred to as "City" or "Client"), and Kimley-Horn and Associates, Inc., (hereinafter referred to as "Kimley-Horn" or "Consultant"), dated November 27, 2018.

WHEREAS, the City and the Consultant entered into an Agreement to provide Continuing Services for Engineering Services; and

WHEREAS, the Agreement provided that the City would make individual technical service requests of the Consultant; and

NOW, THEREFORE, in consideration of the promises and mutual benefits which will accrue to the parties, it is mutually understood and agreed as follows:

**I. General Scope of this Work Order**

The Consultant will be responsible for providing professional and technical services as requested by the City. These services will focus on development of engineering and design plans for improving and paving the Depot Museum Parking Lot within the City of Zephyrhills City limits, as discussed in Section II.

The Consultant will be responsible for ensuring that all necessary documentation and plans are prepared for the Depot Museum Parking Lot in accordance with the project requirements.

**II. Scope of Work**

The following scope of work is summarized as follows:

Pursuant to the City's request, Kimley-Horn has prepared the following Scope of Services for this project. Kimley-Horn proposes the following tasks to the City to provide Civil Engineering services for the requested bus stops.

| <b>TASK</b> | <b>DESCRIPTION</b>                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1</b>    | <b>Project Management</b> – Kimley-Horn will prepare a due diligence report for six (6) bus stop locations. A site visit to each site is included and a report will be provided on the 6 bust stop locations. The report will include recommendations for each bus stop location based on the site walk and field observations.                                                                    |
| <b>2</b>    | <b>Civil Construction Documents</b> – Kimley-Horn will prepare civil engineering Construction Documents for paving the Depot Museum Parking Lot. These Construction Documents will include site plan, horizontal control, paving, and grading. Kimley-Horn will include details with specifications to go along with the construction drawings. This task includes stormwater improvements for the |

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | additional pavement of the parking lot. Kimley-Horn understands that no modifications to the existing utilities are proposed. This task does not include preparation of electrical engineering plans associated with site lighting.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 3 | <p><b>Permitting</b> – Kimley-Horn will prepare and submit, on the Client's behalf, the following permit applications, provide support in requesting approvals from the jurisdictions noted below. This task includes Kimley-Horn's attendance at one (1) SWFWMD Pre-Application Meeting.</p> <ul style="list-style-type: none"> <li>• City of Zephyrhills Site Development Permit</li> <li>• Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4 | <p><b>Construction Phase Services</b> – Kimley-Horn will make up to six (6) site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work. Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.</p> |



### III. Additional Services

The following are services that are not included in the scope of services, but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Attendance at public hearings
- Additional reviews beyond normal milestone meetings
- It is anticipated that Minor Stormwater improvements may be needed, if major adjustments are needed, this will be additional services.
- Maintenance of Traffic Drawings

### IV. Information Provided by Client

The following information, upon which the Consultant can rely, shall be provided by the Client or the developer of the project.

- Topographic Survey by DC Johnson

### V. Compensation

The Consultant's fee for this project is summarized by work task and labor category on the attached Exhibit A. The cost for Tasks 1 through 4 will be a lump sum fee of \$38,496. The Consultant will not exceed this maximum fee unless they have received written authorization.

### VI. Schedule

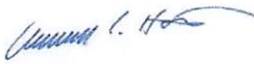
We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

### VII. Other Provisions

All provisions contained in the Corridor, Sub-area, and Special Transportation Studies Agreement not specifically modified herein shall remain in full force and effect and are incorporated by reference herein.

KIMLEY-HORN AND ASSOCIATES, INC.

CITY OF ZEPHYRHILLS

By: 

By: 

Print Name: Christopher Hatton, P.E.

Print Name: William Poe

Title: Senior Vice President

Title: City Manager

Kimley-Horn and Associates, Inc.

Witness: \_\_\_\_\_

Attest: \_\_\_\_\_



**EXHIBIT A**  
**City of Zephyrhills, Florida**

**Man-hour Estimate**

**HOURS**

| Task / Work Description |                              | Chief Engineer | Senior Engineer | Project Engineer | Engineering Intern | Engineering Technician \$ | Support Staff | Accountant \$ | Fee      |
|-------------------------|------------------------------|----------------|-----------------|------------------|--------------------|---------------------------|---------------|---------------|----------|
|                         |                              | \$ 298.00      | \$ 230.00       | \$ 180.00        | \$ 135.00          | 118.00                    | \$ 90.00      | 127.50        |          |
| 1                       | Project Management           |                | 7               | 5                |                    |                           |               |               | \$2,510  |
| 2                       | Civil Construction Documents |                | 25              | 40               |                    | 22                        | 5             |               | \$15,996 |
| 3                       | Permitting                   |                | 20              | 35               |                    | 5                         | 6             |               | \$12,030 |
| 4                       | Construction Phase Services  |                | 26              | 11               |                    |                           |               |               | \$7,960  |
|                         |                              |                |                 |                  |                    |                           | Total =       |               | \$38,496 |

## EXHIBIT B- UNIT LABOR RATES

*Consultant shall list a complete fee schedule to be referred to when proposing services for each project assigned by the CITY OF ZEPHYRHILLS. The Fee Schedule shall include but not be limited to services required to support the Scope of Services, as so stated in Exhibit A.*

Fees, which shall be inclusive of all overhead of Consultant, for basic services and additional services (only when approved in writing by the CITY), be reimbursed at the following hourly rates:

| City of Zephyrhills                                  |                             |
|------------------------------------------------------|-----------------------------|
| Kimley-Horn and Associates, Inc.                     |                             |
| CONTRACT BILLING RATES                               |                             |
| Job Classification                                   | Average Hourly Billing Rate |
| Chief Engineer                                       | \$ 298.00                   |
| Senior Project Manager                               | \$ 285.00                   |
| Project Manager                                      | \$ 215.00                   |
| Senior Professional Engineer                         | \$ 230.00                   |
| Senior Environmental Scientist                       | \$ 200.00                   |
| Professional Engineer II/Wetland Scientist/Geologist | \$ 180.00                   |
| Professional Engineer I/Wetland Scientist/Geologist  | \$ 165.00                   |
| Engineer Intern                                      | \$ 135.00                   |
| Senior Designer/Engineering Tech                     | \$ 138.00                   |
| Designer/Engineering Tech                            | \$ 118.00                   |
| Drafter/CADD Operator                                | \$ 100.00                   |
| Sr. Planner                                          | \$ 230.00                   |
| Planner                                              | \$ 150.00                   |
| GIS Specialist                                       | \$ 120.00                   |
| Sr. Landscape Architect                              | \$ 230.00                   |
| Landscape Architect                                  | \$ 180.00                   |
| Landscape Intern                                     | \$ 135.00                   |
| Construction Engineer                                | \$ 175.00                   |
| Construction Inspector                               | \$ 145.00                   |
| Administrative/Clerical                              | \$ 90.00                    |