

**AWARD AND EXECUTION OF CONTRACT (TIMEFRAME MODIFICATION).
(REV 3-2-17) (FA 4-27-17) (1-20)**

ARTICLE 3-2 is expanded by the following:

It is anticipated that the Contract award will be made within 50 days after the Proposals are opened.

ARTICLE 3-6 is deleted and the following substituted:

Within 10 calendar days, excluding Saturdays, Sundays, and State holidays, after receipt of the Contract award, execute the necessary agreements to enter into a Contract with the Authority and return the Contract along with a satisfactory Contract Bond and documentation evidencing all insurance required by 7-13 to the Authority's Contracts Office that awarded the Contract. For each calendar day, excluding Saturdays, Sundays, and State holidays, the Contractor is late in delivering to the Authority's Contracts Office all required documents in properly executed form, the Authority will deduct one day from the Contract Time. The Authority will not be bound by any Proposal until the Authority executes the associated Contract.

The Authority will execute the Contract within 5 calendar days, excluding Saturdays, Sundays, and State holidays, after receipt of the signed Contract, necessary agreements, Contract Bond, and all other required documents from the Contractor.

ARTICLE 3-7 is deleted and the following substituted:

As an exception to the provisions of this Article, for this Contract, in the event that the Contractor fails to execute the awarded Contract and to submit an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within 10 calendar days, excluding Saturdays, Sundays, and State Holidays of receipt of the Contract award, the Authority may annul the award, causing the Contractor to forfeit the Proposal Guaranty to the Authority as liquidation of damages sustained. The Authority may then award the Contract to the next lowest responsible Bidder, re-advertise, or accomplish the Work using alternate resources.

**AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS.
(REV 10-17-16) (FA 10-24-16) (1-20)**

ARTICLE 3-9 is expanded by the following:

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:

**Man Le
Procurement Manager
(813) 272-6740, Ext. 135
man.le@tampa-xway.com
Tampa Hillsborough Expressway
Authority
1104 E. Twiggs Street, Suite 300
Tampa, FL 33602**

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - PERMITS
AND LICENSES - GENERAL.**

(REV 3-16-15) (1-20)

SUBARTICLE 7-2.1 is expanded by the following:

Take responsibility to pay all toll charges, as applicable to the general public, for the use of the Toll Facility in transporting workers, equipment or materials to or from the work site. The Contractor's bid is to include any toll charges with no separate compensation. A pre-paid toll account and a transponder may be established to handle this activity through the Authority.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PRESERVATION OF EXISTING PROPERTY (TOLL FACILITIES).
(REV 7-22-14) (FA 10-15-14) (1-20)**

SUBARTICLE 7-11.1 is expanded by the following:

Due to the unique technological nature and complexity of the Authority's toll collection system at the Authority's owned or operated toll facilities, the Authority will utilize one of its toll collection system vendors to perform removals, repairs, replacements and installations of toll collection components damaged by the Contractor. The currently contracted rates of the Authority's contract with its tolling vendors will apply towards any removals, repairs, replacements and installations performed by one of the Authority's toll collection system vendors. The Authority will deduct the cost of the removals, repairs, replacements and installations from any monies due or which may become due to the Contractor under the Contract. Toll collection system components include, but are not limited to the following: automatic vehicle identification system antennae and readers; toll revenue collection and violation enforcement system cameras and illuminators; vehicle detection and classification system devices; vehicle classification and detection roadway loops; roadway treadles; light curtains; patron fare displays; closed circuit television cameras; electronics inside toll buildings or toll booths; automatic coin machines ; automatic ticket issuing machines ; toll lane traffic signals and illuminators; and all directly associated supporting infrastructure including, but not limited to, cabling, connectors, and specialty bracketing, mounts, poles.

SUBARTICLE 7-11.2 is expanded by the following:

When the actions of the Contractor result in the loss of toll revenue, the Contractor shall be responsible for the revenue loss based on the total number of hours during the days in which toll revenues remain uncollected. The amount of uncollected toll revenue will be calculated by adding the hourly toll revenue for a representative weekday or weekend day over all the days in which tolls are not collected. Days showing unusually high or low traffic patterns will be replaced with revenue corresponding to normal traffic days within the last month. Hourly revenues for a representative weekday are calculated by averaging the revenues in the same hour during the previous 10 consecutive weekdays prior to the damage. Hourly revenues for a representative weekend day are calculated by averaging the revenues in the same hour during the previous 4 consecutive weekend days prior to the damage. For partial days of interrupted service, uncollected toll revenues will be limited to those hours in the representative weekday or weekend day that correspond to the specific hours when the Authority's toll infrastructure is not fully operational due to damages sustained. For the purpose of this estimate, partial hours will be rounded to the nearest full hour.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PRESERVATION OF EXISTING PROPERTY - OPERATIONS WITHIN THE
RAILROAD RIGHT-OF-WAY.**

(REV 3-11-16) (FA 8-2-16) (1-20)

SUBARTICLE 7-11.4 is deleted and the following substituted:

7-11.4 Operations Within Railroad Right-of-Way:

7-11.4.1 Notification to the Railroad Company:

7-11.4.1.1 CSX Transportation (CSXT), Norfolk Southern (NS), and Department-Owned Rail Corridors: Submit written notification to the Engineer, the District Rail Office, and the superintendent of the rail company at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

7-11.4.1.2 Florida East Coast Railway (FEC): Submit written notification to the Chief FEC Engineer or authorized Railway Representative at least 72 hours before beginning any operation within the limits of the railroad right-of-way; any operation requiring movement of employees, trucks, or other equipment across the tracks of the railroad company at other than an established public crossing; and any other work that may affect railroad operations or property.

Contact the FEC Signal Office at 904-279-3182 at least 30 days prior to any traffic signal work within 500 feet of a signalized, at-grade, rail-highway crossing.

7-11.4.2 Contractor's Responsibilities: Comply with requirements deemed necessary by the railroad company's authorized representative to safeguard the railroad's property and operations. Do not perform temporary lane closures, lane shifts or detour routes within the railroad company right-of-way without railroad approval.

The Contractor is responsible for all damages, delays, or injuries and all suits, actions, or claims brought on account of damages or injuries resulting from the Contractor's operations within or adjacent to railroad company right-of-way.

7-11.4.2.1 CSXT: Comply with the Construction Submission Criteria of the CSXT Public Project Information document and Construction Requirements sections of the CSXT Pipeline and Wireline Design and Construction Specifications prior to beginning work. These documents are available at the following URL:

<https://www.fdot.gov/programmanagement/Implemented/URLinSpecs/CSXT.shtm>.

Perform no work within the limits of the railroad right-of-way on CSXT holidays. CSXT holidays are New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, Christmas Eve, Christmas Day, and New Year's Eve. Holidays falling on Saturday are observed on Friday and those falling on Sunday are observed on Monday.

7-11.4.2.2 NS: Comply with the NS Special Provisions for Protection of Railway Interests (Appendix E) and the Construction Requirements (Appendix 4.3) of the NS Public Projects Manual document prior to beginning and during all work. These documents are available at the following URL: [http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/Public Projects Manual.pdf](http://www.nscorp.com/content/dam/nscorp/ship/shipping-tools/Public%20Projects%20Manual.pdf).

7-11.4.2.3 FEC: Complete the On-Track Contractor Roadway Worker Training Course for FEC Railway. Contact FEC Railway at 1-800-342-1131 for training information.

Costs incurred by the railroad for Contractor caused delays that adversely impact railway operations will be forwarded to the Contractor for payment. If the Contractor fails to pay said costs, the Authority will deduct the amount from payments to be made to the Contractor.

7-11.4.3 Watchman or Flagging Services:

7-11.4.3.1 CSXT, NS, and FEC:

7-11.4.3.1.1 General: The railroad company will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project. The Contractor will reimburse the railroad company for the cost thereof. Schedule work that affects railroad operations so as to minimize the need for protective services by the railroad company.

7-11.4.3.1.2 CSXT: The Contractor shall coordinate the scheduling of flagging resources. Projects with less than 20 consecutive days of flagging services require a CSXT short-term flagger and 45 days written advance notice. Submit the 45 days written advance notice to the Engineer. Projects with 20 or more consecutive days of flagging services require a CSXT long term flagger. The Contractor will submit the 6 months written advance notice to CSXT.

7-11.4.3.1.3 NS: The Contractor shall coordinate the scheduling of flagging resources. Projects with less than 20 consecutive days of flagging services require a NS short-term flagger and 45 days written advance notice. Submit the 45 days written advance notice to the Engineer. Projects with 20 or more consecutive days of flagging services require a NS long term flagger. The Contractor will submit the 6 months written advance notice to NS.

7-11.4.3.1.4 FEC: Contact FEC Railway at 1-800-342-1131, ext. 2377, to request signal locates and railroad watchmen or flagging services at least 72 hours prior to railroad right-of-way encroachments. When requesting railroad watchman or flagging services, identify the work as a Tampa-Hillsborough Expressway Authority project.

7-11.4.3.2 Department or Authority-Owned Rail Corridors: The Authority will furnish protective services (i.e., watchman or flagging services) to ensure the safety of railroad operations during certain periods of the project.

For projects involving the South Florida Rail Corridor (SFRC), contact the South Florida Regional Transportation Authority (SFRTA) at 954-788-1788 at least 30 days prior to rail corridor right-of-way encroachments to coordinate the scheduling of flagging resources.

For projects involving the Central Florida Rail Corridor (CFRC), submit written advance notice to the Engineer at least 30 days prior to rail corridor right-of-way encroachments so the Department can coordinate the scheduling of flagging resources.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS.

(REV 4-25-02) (FA 7-17-02) (1-20)

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

7-27.1 Equal Employment Opportunity Policy: Accept as the operating policy, the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, national origin, sex, or disability and to promote the full realization of equal employment opportunity through a positive continuing program:

“It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: 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, preapprenticeship, and/or on-the-job training.”

7-27.2 Equal Employment Opportunity Officer: Designate and make known to the Authority’s contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

7-27.3 Dissemination of Policy: All members of the Contractor’s staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor’s equal employment opportunity policy and contractual responsibilities.

7-27.4 Recruitment: When advertising for employees, include in all advertisements for employees the notation “An Equal Opportunity Employer”.

7-27.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.

3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.

4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.

7-27.6 Subcontracting: Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.

7-27.7 Records and Reports: Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:

1. The number of minority and nonminority group members employed in each work classification on the project.

2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).

3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

All such records must be retained for a period of three years following completion of the contract work and be available at reasonable times and places for inspection by authorized representatives to the Authority.

Upon request, submit to the Authority a report of the number of minority and nonminority group employees currently engaged in each work classification required by the Contract work.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PREFERENCE TO STATE RESIDENTS.**

(REV 1-13-12) (1-20)

SECTION 7 is expanded by the following new Article:

7-28 Preference to State Residents.

Florida Statutes 255.099 (Chapter 2010-147, Section 50, Laws of Florida), providing for preference to residents of the State of Florida, is hereby made a part of this Contract:

Each contract that is funded by state funds must contain a provision requiring the Contractor to give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents.

As used in this Section, the term “substantially equal qualifications” means the qualification of two or more persons among whom the employer cannot make a reasonable determination that the qualifications held by one person are better suited for the position than the qualifications held by the other person or persons.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY.
(REV 6-13-11) (FA 6-16-11) (1-20)**

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The 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 Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract 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 Contract term.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
SCRUTINIZED COMPANIES.**

(REV 3-22-18) (1-20)

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

For Contracts of any amount, if the Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

For Contracts \$1,000,000 and greater, if the Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Authority shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

**PROSECUTION AND PROGRESS – LIMITATIONS OF OPERATIONS -
CONTAMINATED MATERIAL (MERCURY-CONTAINING DEVICES AND LAMPS).
(REV 11-6-95) (FA 12-27-95) (1-20)**

SUBARTICLE 8-4.9 is expanded by the following:

This Contract may require the removal and special disposal of mercury-containing devices.

Contact the Authority for information relating to the identification and proper disposal of these hazardous waste materials.

Include payment for the removal and disposal of mercury-containing devices in the payment for the related Contract items.

PROSECUTION AND PROGRESS - DAMAGE RECOVERY.

(REV 8-7-17) (1-20)

ARTICLE 8-12 is deleted and the following substituted:

8-12 Damage Recovery.

8-12.1 Damages Suffered by Third Parties: In addition to the damages provided for in 8-10.2 and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time the Authority may recover from the Contractor amounts that the Department pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Department's act or omission.

8-12.2 Damage Recovery/User Costs: A damage recovery/user cost will be assessed against the Contractor if all lanes are not open to traffic during the times as shown in the Traffic Control Plans. Costs will be assessed beginning at the appropriate time as shown in the Traffic Control Plans and continue until all lanes are open as recorded by the Engineer. This assessment will be in the following amounts:

First 30 minutes and under: \$15,000.00

Each additional 30 minute period or portion thereof: \$2,500.00

Such costs will not exceed \$25,000.00 over a 24 hour period.

At the discretion of the Engineer, damage recovery/user cost will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor, i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

The Authority will have the right to apply as payment on such damages any money which is due to the Contractor by the Authority.