



Request for Proposals: ASSET MAINTENANCE SERVICES

THEA PROJECT No. O-1124

RESPONSIBLE DEPARTMENT

Brian Pickard
Director of Operations and Engineering

PROCUREMENT DEPARTMENT

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Notice: This document is constructed in four (4) sections. Section A contains the general information and general conditions the respondents need to prepare an Expanded Letters of Response (ELOR) package. Section B contains service-specific information and specific response requirements. Section C contains forms required to be submitted as part of the ELOR package. Section D contains attachments incorporated into the ELOR package for general information and reference.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
PROJECT NO. O-1124
Asset Maintenance Services

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting responses from qualified respondents interested in providing asset management services associated with routine maintenance of THEA's assets, including roadways, structures, drainage, roadside, vegetation and aesthetics, traffic services, incident management, and other routine maintenance (the "Services").

The respondent will perform maintenance of, and administration and management Services related to roadways and bridges along the Selmon Expressway System in Hillsborough County, Florida for:

- (a) All mainline sections of SR 618, SR 618A, SR 628A, Brandon Parkway, Brandon Main Street, Paul's Drive Connector, Lakewood Drive (from SR 60 to just south of Brandon Parkway) and Meridian Avenue
- (b) All Access/CD roads and ramps connecting to the Selmon Expressway
- (c) Selmon Greenway
- (d) All stormwater management and mitigation areas associated with the highway corridors including compliance with permit requirements (NPDES, SWFWMD, DEP, etc.)
- (e) Entire THEA structures inventory, including bridges, over-lane signs, and all high mast steel light poles.

The respondent will manage and perform all routine maintenance activities associated with Roadway, Structures, Drainage, Roadside, Vegetation and Aesthetics, Traffic Services (excluding signals and ITS equipment, but including advance warning beacons), roadway lighting, roadway signage, and Incident Management and incident/event restoration for all areas identified by THEA right-of-way and Maintenance Limits Maps. Routine maintenance activities shall include the maintenance and repair of all new and pre-existing conditions that do not meet standard criteria or standard performance of maintenance unless stated herein.

The respondent shall furnish all labor, materials, equipment, tools, transportation, and supplies required to supply the services set forth herein and complete the roadway and bridge maintenance work in accordance with the specifications, procedures, and terms of the Agreement, including the specific tasks and events set forth on the THEA Maintenance Specifications attached hereto and incorporated herein by reference.

In its sole and absolute discretion, THEA intends to award a contract to the respondent who is determined to be the most responsive and responsible in accordance with the evaluation process described herein. Selection will be made from the Expanded Letters of Response (ELOR) packages, oral interviews, and price proposals.

Interested respondents will obtain a copy of the ELOR Instructions and Submittal Documents and submit a completed ELOR package to THEA as referenced in Paragraph 1.4, Schedule of Events.

ELOR packages shall include completion of the documents and required forms attached within this advertisement in Section C, Required Forms. Respondents failing to submit the Required Forms may be deemed non-responsive. The Schedule of Events containing additional important deadlines is located in the Instructions and Submittal Documents at Section A, Paragraph 1.4.

The Instructions and Submittal Documents are available on THEA's website and through the

Asset Maintenance Services
Project No.: O-1124

DemandStar System (www.demandstar.com).

Questions concerning this advertisement **must** be directed by email to THEA's Procurement Office at procurement@tampa-xway.com.

SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO RESPONDENTS:

To be considered, responses must be made in accordance with the instructions and requirements as contained within this advertisement's corresponding sections.

1.2 ATTACHMENTS:

The attachments listed in Section D of this advertisements are by this reference hereby incorporated into and made a part of this advertisement as though fully set forth herein.

1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this selection will be Expanded Letters of Response (ELOR) packages, oral interviews, and price proposals. It is THEA's intention to solicit responses from potentially qualified respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with the respondent whose response is judged, through the evaluation and negotiation process, to be in the best interest of THEA in its sole and absolute discretion.

Respondents must demonstrate to THEA that they are fully capable, staffed, and qualified to provide the services required by this advertisement. Fully qualified respondents (and/or their team assigned to provide these Services) will have the qualifications (knowledge, education, training, expertise, and skills) and experience (documentation, successful, and relevant) necessary to meet the requirements of this advertisement. Determination of the respondent best qualified and experienced to perform the services required through this advertisement will be determined by THEA in its sole opinion and absolute discretion.

Respondents must submit a "Expanded Letters of Response (ELOR) Package" conforming to and containing all documents, forms, and information as required by the Expanded Letters of Response (ELOR) Instructions and Submittal Documents and as specifically identified in Section B, Service Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package.

THEA will evaluate and rank all responses received by the submittal date as set forth in this advertisement, or as amended by addendum, on the basis of the criteria stated herein. THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, THEA reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole and absolute discretion. The highest-ranked respondents will proceed to oral interviews and must submit a price proposal. The scores from the ELOR package, oral interview and price proposal will carry over to equal a total of one hundred (100) total points. THEA contemplates engaging one respondent and will commence contract negotiations with the top ranked respondent. If a satisfactory agreement cannot be negotiated with the top ranked respondent, then negotiations would begin with the next highest ranked respondent if so recommended by the evaluation committee.

1.4 SCHEDULE OF EVENTS:

The selection process will adhere to the following schedule. All times given are Eastern Standard Time. THEA reserves the right to make changes or alterations to the schedule as

THEA determines in its best interest. Unless otherwise notified in writing by THEA, the dates, times, and locations indicated below for submission of items or for other actions on the part of a respondent shall constitute absolute deadlines for those activities, and failure to fully comply by the time stated shall be cause for the respondent's Expanded Letters of Response (ELOR) package to be rejected and disqualified from further consideration.

**SCHEDULE OF
EVENTS**

DATE	DESCRIPTION	LOCATION
July 5, 2024, by 5:00 PM	Advertisement published	THEA Website & Demandstar
July 23, 2024, @ 9:00 AM	Mandatory pre-proposal meeting – In Person	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
July 29, 2024, by 12:00 PM	Deadline for respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
August 5, 2024, by 5:00 PM	Deadline for THEA to respond to respondent's questions	THEA Website & Demandstar
August 13, 2024, by 09:00 AM	Deadline for submitting Expanded Letters of Response (ELOR) package	Email to Procurement@tampa-xway.com
August 21, 2024, by 9:00 AM	Evaluation committee submits ELOR package scores to THEA Procurement Office	Email to Procurement@tampa-xway.com
August 22, 2024, @ 9:00 AM	Evaluation committee meets to confirm ELOR package scores	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
August 29, 2024	Oral interview – In Person	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
August 30, by 9:00 AM	Deadline for respondent to submit price proposal to THEA Procurement Office	Email to Procurement@tampa-xway.com
September 10, 2024, @ 9:00 AM	Evaluation committee submits oral interview scores to THEA Procurement Office	Email to Procurement@tampa-xway.com
September 11, 2024, @ 1:15 PM	Evaluation committee meets to confirm oral interview scores, opening of price proposal and final ranking of respondents	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
September 13, 2024, by 5:00 PM	Posting of notice of intended final ranking	THEA Website & Demandstar
September 23, 2024, @ 1:30 PM	Board approval of final ranking and award of contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
September 25, 2024, by 5:00 PM	Posting of final ranking	THEA Website & Demandstar

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to paragraph 1.4 Schedule of Events or meeting place/time will be posted as an addendum and published through the DemandStar System (www.demandstar.com) and is also available through a link on the THEA website (www.tampa-xway.com) under the Procurement Notice section.

1.6 SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this advertisement, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33605 or by telephone at 813-272-6740, or by email at Procurement@tampa-xway.com at least five (5) business days prior to the scheduled meeting.

1.7 ELECTRONIC DISTRIBUTION SYSTEM:

THEA advertisements for solicitations are issued electronically via the THEA Website (<https://www.tampa-xway.com/procurement/#>) and DemandStar's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 /www.demandstar.com)

Obtaining solicitation documents through DemandStar ensures Respondents have the following capabilities:

- a) Receipt of Expanded Letters of Response (ELOR) Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of rankings and contract awards;
- e) Viewing drawings, plans and blueprints online.

RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS SOLICITATION FROM SOURCES OTHER THAN DEMANDSTAR OR THE THEA WEBSITE ARE CAUTIONED THE SOLICITATION PROCUREMENT DOCUMENTS MAY BE INCOMPLETE.

ATTACHMENTS, EXHIBITS, AND/OR REFERENCES NOT ATTACHED HERETO WILL BE SUPPLIED UPON REQUEST AND SHARED VIA A ONEDRIVE FILE SHARE OR IN-PERSON PICKUP OF A FLASH DRIVE AT THE THEA HEADQUARTERS OFFICE. PLEASE CONTACT THE PROCUREMENT OFFICE AT PROCUREMENT@TAMPA-XWAY.COM TO REQUEST YOUR LINK.

1.8 QUESTIONS ABOUT THIS ADVERTISEMENT OR THE SERVICES:

All requests for interpretation, clarification or questions about the procurement process or the services **must be in writing**, addressed to THEA, Procurement Office at Procurement@tampa-xway.com.

To be considered, such requests must be received no later than the date and time stated for the **Deadline for respondent's submission of questions to THEA** referenced in paragraph 1.4, Schedule of Events.

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the advertisement process or the Services.

Any such responses or supplemental instructions by THEA to the respondents will be in the

form of a Letter of Clarification or written addendum which if issued, will be posted on the DemandStar System (www.demandstar.com) and the THEA website no later than the date and time stated for the **Deadline for THEA to respond to respondent's questions** referenced in Paragraph 1.4, Schedule of Events.

Failure of any respondent to receive any such Letter of Clarification or Addendum shall not relieve said respondent from any obligations contained within this solicitation.

Respondents are required to acknowledge receipt of any such addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 8**.

All Letters of Clarification and Addendums so issued shall become part of the contract documents.

1.9 COMMUNICATIONS/CONE OF SILENCE:

Respondents to this solicitation or persons acting on their behalf **may not** contact members of the Evaluation Committee, other THEA staff, THEA officers or THEA Board Members, or the Consultants or contractors representing THEA with this solicitation and Service once the advertisement has been published and until the THEA Board of Directors has made a final decision regarding the award of the contract.

Any communications regarding this advertisement must be in writing to THEA, Attention Procurement Office at procurement@tampa-xway.com.

Violation of this provision shall be cause for the respondent's ELOR package to be rejected and disqualified from further consideration.

1.10 MODIFICATION AND WITHDRAWAL:

ELOR packages may be withdrawn by written request dispatched by the respondent and received by THEA at any time prior to the deadline stated for the **Deadline for submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events.

Negligence on the part of the respondent in preparing its ELOR package confers no right of withdrawal or modification after the ELOR package has been opened at the appointed time and place by THEA.

ELOR shall remain valid and in force for a period of one-hundred twenty (120) days after the opening date.

1.11 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:

THEA reserves the right to disqualify ELOR Packages before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

THEA may consider any ELOR Package unresponsive that is not prepared and submitted in accordance with the instructions as contained within this advertisement and may waive as informalities any irregularities, or reject any and all responses, at its sole and absolute discretion.

THEA reserves the right to reject, at its sole and absolute discretion, an ELOR Package if the evidence submitted by the respondent or an investigation of the qualifications and/or experience of the respondent fails to satisfy THEA's Evaluation Committee that such Respondent is sufficiently qualified or experienced to carry out the obligations as required in the solicitation. THEA also reserves the right to reject all ELOR packages to the

solicitation, in its sole and absolute discretion.

THEA reserves the right to reject any or all ELOR Packages as not responsible or non-responsive; to re-advertise for these Services; to postpone or cancel this process; to waive irregularities in the procurement process or in the ELOR thereto; and to change or modify the procurement schedule at any time.

1.11.1 Examples of **not responsible** may include, without limitation, termination of a previous contract with THEA, financial weakness, or multiple legal actions taken against the respondent.

1.11.2 Examples of **non-responsive** may include, without limitation, failure to include all required information in response package, documents not properly signed, goods or services not in compliance with specifications, substitution of terms and conditions, limitation of liability, failure to comply with delivery schedule or qualification of response package contingent on another contract award.

1.12 WAIVER OF IRREGULARITIES:

THEA reserves the right to waive as informalities any irregularities contained in any ELOR package received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other respondents. Minor irregularities are defined as those that will not have an adverse effect on THEA's interest and will not give a respondent an advantage or benefit not enjoyed by other respondents.

1.13 BINDING OFFER:

Respondent's submission of an ELOR package will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an ELOR package shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents and requirements of this solicitation.

1.14 MANDATORY PRE-PROPOSAL MEETING:

Attendance at the Pre-Proposal Meeting is mandatory. Any Proposer failing to attend may be deemed non-responsive and eliminated from further consideration, at the discretion of THEA. The purpose of the Pre-Proposal Meeting is to provide a forum for THEA to discuss with all respondents the proposed Services, method of compensation, and instructions for submitting proposals. In the event that any discussions at the Pre-Proposal Meeting require official additions, deletions, or clarifications of the Request for Proposal, THEA will issue a written addendum to the advertisement as THEA determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting will be binding on THEA. Respondents shall direct all questions to THEA's Procurement Office, Shannon Bush, Contracts and Procurement Manager:

Procurement@tampa-xway.com

1.15 COST OF PREPARATION:

The cost of preparing an ELOR package, oral interview, and price proposal for this advertisement shall be borne entirely by the respondent.

1.16 DELIVERY OF ELOR PACKAGE:

The deadline for delivery of Respondent's ELOR Package is no later than the date and time stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events.

The delivery of the respondent’s ELOR Package to THEA prior to the deadline is solely and strictly the responsibility of the respondent.

All ELOR Packages shall be delivered using the method stated in the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events.

All ELOR Packages must be submitted in accordance with the instructions set forth within the Advertisement Instructions and Submittal Documents and specifically in accordance with the requirements of Section B.

Any ELOR Package received after the date and time stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events, will not be considered.

1.17 OPENING OF ELOR PACKAGES:

ELOR Packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events. The Procurement Office will conduct examinations of ELOR Packages for responsiveness to requirements of the RFP. Those determined to be non-responsive and not responsible will be automatically rejected. Responsive packages will be delivered to the Evaluation Committee to be evaluated.

1.18 ELOR PACKAGE EVALUATION (30 Points Maximum):

Respondents will be evaluated preliminarily on whether the respondent is responsible and responsive to this solicitation and then evaluated based on criteria that will be used by THEA for final ranking of the respondents.

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all ELOR Packages submitted in response to this solicitation. THEA reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

The Evaluation Committee will meet to confirm their scores of the ELOR Packages and date, time and at the location stated for the **evaluation committee meets to confirm ELOR Package scores** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

Criteria for evaluating the ELOR Packages are as follows:

	<u>ELOR PACKAGE EVALUATION CRITERIA</u>	<u>Maximum Points</u>
1.	<u>Understanding and Approach:</u> <ul style="list-style-type: none"> • Evaluate the respondent’s understanding of the project objectives and provided approach to meeting those objectives. • Evaluation of the proposers first year annual work plan to include a detailed description of resources and scheduling for each activity outlined in the Scope of Services specifically: Litter Patrols, Roadway Sweeping, Roadside Mowing, Chemical Control of Weeds, Guardrail, Graffiti and Stain Removal, Underpass Maintenance, Bridge Maintenance. 	15

2.	<p><u>Qualifications, Experience and Past Performance of the Respondent (Firm/Team):</u> Consideration of past performance and references.</p> <ul style="list-style-type: none"> • Evaluation (credentials/expertise/experience including Toll Agency experience) of Project Manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the Scope of Work and staff who will be directly assigned to perform under the Agreement. Including proposed staffing plan and procedures for temporary and permanent replacement of staff for staff absences or departures from the contractor. • Evaluation based on Respondent’s qualifications of firm, history, size, experience, references, resources available, etc. • Evaluation of Respondent’s experience providing similar services for Tolling Agencies. • Evaluation of possible conflicts of interest, as well as litigation resulting from any claim(s) of negligence (errors and/or omissions). • Consideration of past performance demonstrating ability to meet and adhere to project schedules. 	15
subtotal		30

The 30 subtotal points are for scoring the ELOR Packages only and will be combined with the oral interviews and price proposal subtotals for a total of 100 points.

After ranking of the respondents by the evaluation committee, the THEA Procurement Office will contact the respondents regarding the order of the oral interviews.

1.19 ORAL INTERVIEWS (40 Points Maximum):

All respondents will be invited to sit for a presentation and oral interview. During the oral interview, the evaluation committee will ask questions that will assist in evaluating the capability of the respondent and key staff to provide the desired Services. Attendance at the oral interview is limited to six (6) attendees. Only the respondent’s project manager and other key staff providing the Services should be present. Written questions will be provided to the respondents by THEA 72 hours in advance of the interview date.

The order of the interviews will be established by random drawing by the Procurement Office. A representative of the Procurement Office shall facilitate the interviews, be the timekeeper during the meeting, and ensure the respondents adhere to the time constraints set forth in this section.

Each respondent will be allotted 5 minutes for opening statements and a presentation to the evaluation committee members. The respondents will be responsible for bringing their own electronic devices to connect to THEAs conference room equipment via an HDMI port. The presentation is to be submitted to the Procurement Office prior to the scheduled oral interview. No hard copies are required.

A 30 minute oral interview session by the evaluation committee will follow the presentation.

Clarifying questions will be held until the end of the interview if time permits.

No other handouts or visual aids other than business cards are permitted before, during, or after the interview. Consultants are not permitted the use of smartphones, laptops, and tablets during the oral interview.

Criteria for evaluating the oral interview are as follows:

	<u>ORAL INTERVIEW EVALUATION CRITERIA</u>	<u>Maximum Points</u>
1.	<u>Communication</u> <ul style="list-style-type: none"> • <u>The respondent’s approach to information data collection and reporting and other Innovative approaches to the project.</u> • <u>Tracking and Reporting Public Concerns</u> 	10
2.	<u>Incident and Emergency Management Plan</u> <ul style="list-style-type: none"> • <u>The respondent’s Incident Management Plan as it relates to THEA’s expressway system.</u> • <u>The respondent’s Plan for Governor Declared Emergencies</u> • <u>The respondent’s plan for Storm Recovery</u> 	10
	<u>THEA’s Unique Challenges</u> <ul style="list-style-type: none"> • <u>Challenges identified by the respondent to be overcome with the Scope of Work</u> • <u>Plan to overcome challenges identified with the Scope of Work</u> 	10
	<u>Incident and Emergency Management Plan</u> <ul style="list-style-type: none"> • <u>The respondent’s Incident Management Plan as it relates to THEA’s expressway system.</u> • <u>The respondent’s Plan for Governor Declared Emergencies</u> • <u>The respondent’s plan for Storm Recovery</u> 	10
	subtotal	40

The 40 total points are for scoring the oral interviews only and will be combined with the ELOR Packages and price proposal for a total of 100 points.

1.20 PRICE PROPOSALS (30 Points Maximum):

The Procurement Office will open price proposals in accordance with Section A, Paragraph 1.4, Schedule of Events the Procurement Timeline identified Table 1-1. The Procurement Office will review and score the price proposals and prepare a summary of its price evaluation. The Procurement Office will assign points based on the formula for price proposal points identified herein.

Price proposal scoring is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price proposal scoring shall be based upon the following formula:

$(\text{Lowest price proposal of all respondents} / \text{respondent's price}) \times \text{Maximum Price Points (30 points)} = \text{Respondent's Price Proposal Points}$

1.21 FINAL SELECTION:

THEA shall publicly open the sealed Price Proposals and calculate an adjusted score using the following formula:

$\text{ELOR Package Score (30 points)} + \text{Oral Interview (40 points)} + \text{Price Proposal Score (30 points)} = \text{Final Score (100 points)}$

The scoring of respondents based on the evaluation committee's evaluation will be presented to the THEA Board of Directors for consideration and approval with a recommendation that the highest-scored respondent be selected on the date, time and at the location stated for the Board Approval of Final Ranking and Award of Contract referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

THEA's Board of Directors has the right to correct any errors in the evaluation and selection process that may have been made. THEA is not obligated to award the contract, and THEA's Board of Directors may decide to reject all proposals.

After approval of the final ranking of the respondents and award of the contract by THEA's Board of Directors, the results will be posted no later than the date, time and at the locations stated for the Posting of Notice of Board Approval of Final Ranking and Award of Contract referenced in Section A, Paragraph 1.4, Schedule of Events.

1.22 AWARD OF CONTRACT:

The award of the contract by THEA's Board of Directors, if made, will be within one hundred and twenty (120) days after the opening of the ELOR Packages.

Upon approval of the final ranking by the THEA Board of Directors, THEA will begin negotiations with the top ranked respondent. Should THEA be unable to negotiate a contract with the top ranked respondent that is satisfactory to THEA, in its sole and absolute discretion, negotiations shall be terminated, and THEA shall then undertake negotiations with the next top ranked respondent until a satisfactory contract is achieved if recommended by the Executive Director. Negotiations will include scope clarification, discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once THEA and the selected respondent have negotiated a satisfactory agreement THEA may then enter into a contract with the selected respondent.

1.23 SOLICITATION RESULTS:

Preliminary results will be available on the date, time and at the location specified for the **Posting of Notice of Intended Final Ranking** referenced in Paragraph 1.4, Schedule of Events.

Final results will be available on the date, time and at the location specified for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in

Paragraph 1.4, Schedule of Events.

2. GENERAL CONDITIONS:

2.1 QUALIFICATIONS OF RESPONDENT:

Qualified respondents that can provide asset management services associated with routine maintenance of THEA's assets, including roadways, structures, drainage, roadside, vegetation and aesthetics, traffic services, incident management, and other routine maintenance. Respondents shall have experience working for toll agencies, state and local government agencies.

The respondent must include with its ELOR Package a completed **FORM 4 – QUESTIONNAIRE** as contained in Section C, which will provide information on respondent's experience, and staffing for performing the work, as well as, references and past history of contract defaults, termination for cause, claims, and litigation and other information to be used to evaluate the responsibility of the respondent for performing the Services.

Failure to submit a completed **FORM 4 – QUESTIONNAIRE** shall be cause for determining the respondent non-responsible and/or its ELOR Package non-responsive to the solicitation resulting in rejection and disqualification at the sole and absolute discretion of THEA.

2.2 PERSONNEL:

ELOR Packages submitted for this solicitation will be evaluated, in part, based upon the qualifications of the respondent's team and upon the qualifications of key personnel presented in the ELOR Package.

By submitting an ELOR Package, the respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Work, including the specific individuals named in the Respondent's proposal.

The specific key personnel named in the respondent's ELOR Package shall remain assigned for the duration of the Services, unless otherwise agreed to in writing by THEA.

After the award of the resulting agreement from this solicitation, in the event, that the selected respondent proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to successfully perform such duties. THEA shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the Services.

2.3 AVAILABILITY OF PERSONNEL:

Personnel described in the respondent's ELOR Package shall be available to perform the Services as described. All personnel shall be considered to be, at all times, the employees, or agents of the respondent and not employees or agents of THEA.

2.4 PROJECT MANAGER:

The respondent shall designate from its staff a qualified "Project Manager" having a minimum of five (5) years of prior experience in performing and/or administering similar types of work as these Services who will be 100% responsible for oversight and management of Services.

The "Project Manager" shall be the single point of contact as liaison with THEA during the Procurement process and during the performance of the project. THEA desires that the

Project Manager be located in the Tampa Bay area and be able to respond to requests and/or meetings in a timely manner.

The "Project Manager" 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 respondent's work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the agreement.

2.5 CONTRACT:

The selected respondent shall enter a contract with THEA for these Scope of Services with the terms and conditions as specified within this advertisement's Instructions and Submittal Document.

2.6 CONTRACT DURATION:

The contract duration will be three (3) years with two (2) optional one (1) year renewals.

2.7 CONTRACT ASSIGNMENT:

The selected respondent may not make any assignments of their obligations resulting from this solicitation without the prior written authorization of THEA.

2.8 NON-EXCLUSIVITY OF CONTRACT:

The selected respondent understands and agrees that any resulting contractual relationship is non-exclusive and THEA reserves the right to seek similar or identical services elsewhere if deemed in the best interest of THEA and to cancel any contract with a 30-day written notice from THEA.

2.9 COMPLIANCE:

THEA has the right to reject the ELOR Package or annul the award in the event respondent's ELOR Package does not comply with any of the requirements outlined herein.

2.10 OWNERSHIP OF DOCUMENTS:

All documents resulting from this procurement process and subsequent contract will become the sole property of THEA.

2.11 PUBLIC RECORDS LAW:

In accordance with *Florida Statutes* Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Respondents should be aware that this advertisement and all the responses thereto are in the public domain and are available for public inspection.

The Respondents are requested, however, to identify specifically any information contained in their ELOR Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All ELOR Packages received in response to this Advertisement will become the property of THEA and will not be returned.

2.12 INDEMNIFICATION (GENERAL LIABILITY):

The contract will contain an indemnification clause wherein the selected Respondent agrees

to indemnify and hold harmless the THEA Board of Directors, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in performance of the Scope of Services.

2.13 INDEMNIFICATION (PATENT OR COPYRIGHT):

The selected Respondent shall indemnify and hold harmless, and defend the THEA Board, THEA and its officers, employees and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Respondent(s) during or after completion of the Services. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by THEA.

2.14 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, consultant, subcontractor, or contractor 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 a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this advertisement must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes. A copy of the required **Form 2 - PUBLIC ENTITY CRIMES** is contained in Section C.

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the THEA.

2.15 INSURANCE REQUIREMENTS:

For the term of these Scope of Services and agreement, during contract award the respondent shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 4, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS.**

2.16 BID SECURITY:

A Surety Bid Bond is required for this advertisement in the amount of 5% of the bid price proposal. The Surety Bid Bond is to be submitted with the price proposal per the instructions of Section A, Paragraph 1.4, Schedule of Events

2.17 PAYMENT AND PERFORMANCE BOND:

A Payment and Performance Bond is required for this solicitation in the amount of 100% of the price proposal. However, THEA may choose, in its discretion and applicable only to multiyear maintenance agreements, to allow for incremental annual agreement bonds that

cumulatively total the full, awarded, multiyear agreement price. The required Payment and Performance Bonds will be required of the highest ranked respondent, after the Board of Directors' approval of Final Ranking and Award of Contract.

2.18 CONFLICTS OF INTEREST:

The respondent shall state if it represents clients that may present conflicts or potential conflicts with the representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 5**.

2.19 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Iran Terrorism Sectors List, Boycott Israel List or engaged in business operations in Cuba or Syria.

A company that, at the time of bidding or submitting a proposal for a new agreement is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Iran Terrorism Sectors List, Boycott Israel List or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondents must certify 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, Iran Terrorism Sectors List, Boycott Israel List or engaged in business operations in Cuba or Syria.

The resulting agreement from this solicitation shall contain a provision that allows for immediate termination of the agreement by THEA if the Respondent/contractor is found to have submitted a false statement or if Respondent/contractor during the term of the resulting agreement 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* Iran Terrorism Sectors List, Boycott Israel List or becomes engaged in business operations in Cuba or Syria.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Package. A copy of the required **Form 5 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

2.20 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected respondent entering a contract for this solicitation shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the respondent during the term of the resulting agreement from this solicitation.

The selected respondent entering an agreement for this advertisement shall also require sub-contractors performing work or providing services during the term of the resulting agreement from this solicitation to utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the

employment eligibility of all new persons employed by the subcontractor during the term of the resulting agreement from this solicitation.

The selected respondent and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of an agreement.

2.21 NOTICE OF PROTEST:

2.21.1 Protests Prior to Notice of Award:

Any person wishing to protest THEA's procurement process or its advertisement documents for the procurement of services must file a Notice of Intent to Protest accompanied by a Protest Bond in the amount of 1% of the lowest bid or \$5,000 whichever is greater, or for such amount as set forth in this advertisement documents within 72 hours of THEA's publication of the procurement documents, (excluding Saturdays, Sundays, and legal holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its procurement process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

2.21.2 Protests After Notice of Award:

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount of 1% of the lowest bid or \$5,000 whichever is greater, or for such amount as shall be set forth in this procurement documents with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The protest bond required herein shall be in addition to the Protest Bond referenced in Paragraph 2.27.1 above. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its procurement process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

2.22 EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW:

To assist respondents in preparing and submitting a complete ELOR Package, a checklist is included for respondent's use.

The **RESPONDENT'S Expanded Letters of Response (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 7**.

2.23 RESTRICTION ON RESPONDENTS ELIGIBILITY TO COMPETE FOR THIS SERVICE

A respondent's firm, its affiliate, or sub-consultant that is under contract with THEA for the development of this procurement cannot be part of a respondent's team proposing to this solicitation.

[END OF SECTION A – GENERAL INFORMATION AND GENERAL CONDITIONS]

SECTION B

1. **DESCRIPTION OF SERVICE AND SCOPE OF SERVICES:**

1.1 **DESCRIPTION OF SERVICE:**

The Scope of Services describes and defines the Asset Maintenance Services which are required and listed below.

1.2 **SCOPE OF SERVICES:**

A Scope of Services is attached hereto as **Attachment 1 - Scope of Services**.

2. **RESPONSE REQUIREMENTS:**

Respondents are advised to carefully follow the instructions as contained within this section in order to be considered fully responsive to the solicitation. Respondents are further advised that lengthy or wordy submissions are not necessary. Responses should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's ability to fulfill the requirements of these Scope of Services.

2.1 **EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE:**

ELOR Packages must be submitted using the method stated in the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Submittal Deadline - The deadline for delivery of Respondent's ELOR Package is no later than the date and time stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Submittal Quantities - One (1) electronic copy of the ELOR Package in Adobe PDF shall be delivered to THEA by the date, time, and at the location stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Format - The ELOR Package should be submitted on 8 ½-inch by 11-inch pages unless otherwise authorized. Each page should be typewritten and single-spaced with a font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

ELOR Packages must be submitted as a single document attached to an E-Mail, submitted electronically to the indicated address as referenced in Section A, Paragraph 1.4, Schedule of Events. The ELOR Packages must not exceed 8 MG in size in Adobe PDF format and unzipped. Failure to comply with the submittal requirements may cause the ELOR Packages to be considered non-responsive.

Signature - All ELOR Packages must be either manually or digitally signed by an authorized officer, principal, or partner (as applicable).

Content - In order to ensure a uniform review process and to obtain the maximum degree of understanding of the Respondent's abilities, experience, and qualifications, it

is **required** that the respondent's ELOR Packages be organized, tabbed, and submitted as follows:

1. **Table of Contents**

2. **Expanded Letters of Response (ELOR)**

A maximum of **seven (7) pages** will be allowed for the "Expanded Letter of Response" element. The five-page limit does not include Organizational Chart, Resumes, and required forms. The ELOR shall contain the following:

a) Minimum Requirements:

- State the THEA Project Name and Number;
- Name of respondent;
- Respondent Address;
- Respondent Telephone Number;
- Project Manager's Name (Project Manager will be considered the primary contact for the Respondent during the Procurement process **and** during performance of the Scope of Services);
- Project Manager's address;
- Project Manager's telephone number;
- Project Manager's email address;
- Statement indicating Project Manager's number of years' experience in support of similar services;
- A brief statement of interest;
- A brief statement of qualifications and experience of respondent firm/team, including history, size, references, resources available, locations of respondent resources, etc.
- Statement confirming Respondent's ability to meet the requirements of this advertisement.
- Statement confirming respondent and its Project Manager and other key individuals providing the Scope of Services meets the minimum qualifications and minimum requirements of this RFP, including those that are specifically licensed or certified to perform and/or oversee the Work and the staff who will be directly assigned to perform on this service.

b) Past Performance:

Respondent's past performance and references for relative to performing similar services as required for this Scope of Service, including Respondent's potential conflicts of interest, as well as, litigation resulting from any claim(s) of negligence (errors and/or omissions). Respondent shall document past performance demonstrating ability to meet and adhere to service schedules and budgets.

c) Respondent's Understanding of the Scope

Respondents detailed approach to providing the required services and willingness and ability to meet and adhere to schedules and budgets as well as any unique concepts and savings.

3. **Organizational Chart**

Attach an organizational chart that includes the following:

- Identify key members of Respondent's team including the proposed Project

Manager and names and roles of other key personnel;

- State respondent name for key members of respondent's team (if from a Subcontractor);
- State office location (city and state) for key members of respondent's team.

Only those members of the team who will **actively** participate under the potential work assignments should be included. Individuals who would be available on an "as-needed" basis should be omitted.

A maximum of 1 page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than 8½" x 11" if folded neatly to 8½" x 11".

4. Resumes

Include one (1) page resumes for the Project Manager and only the key active participants of Respondent's team.

5. Forms

The following forms are required to be completed, signed, notarized when indicated and included in Respondents' ELOR package.

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 - Conflicts of Interest Statement**
- **Form 4 – Questionnaire**
- **Form 5 - Certification Regarding Scrutinized Companies List**
- **Form 6 – Acknowledgement of Receipt of Addendum**
- **Form 7 - Respondent's ELOR Package Review Checklist**

2.2 Price Proposal

One (1) electronic copy of the Price Proposal in Adobe PDF shall be delivered separately to THEA by the date, time and at the location stated for the Deadline for Price Proposals to THEA Procurement referenced in Section A, Paragraph 1.4, Schedule of Events. The Price Proposal is to be submitted in a separate e-mail marked "O-1124 Asset Maintenance Services Price Proposal". A copy of Exhibit 4, Price Proposal Form is contained in Section C.

The Price Proposal shall be inclusive of all direct and indirect costs. The Price Proposal form shall be fully completed and executed by an authorized officer of the Respondent team. The Price Proposal must be completed in a permanent and legible fashion.

[END OF SECTION B – SERVICE INFORMATION AND RESPONSE REQUIREMENTS]

SECTION C

REQUIRED FORMS

Required forms to be completed, signed, notarized when indicated and included in Respondent's ELOR package:

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Conflicts of Interest Statement
- FORM 4: Questionnaire
- FORM 5: Certification Regarding Scrutinized Companies Lists
- FORM 6: Acknowledgement of Receipt of Addendum
- FORM 7: Respondent's ELOR Package Review Checklist
- FORM 8: Anticipated SBE Participation Statement

Note: Failure to submit the required forms may result in respondent's ELOR package being determined non-responsive and rejected.

DECLARATION OF RESPONDENT

1. Name of Respondent: _____
(RESPONDENT, CORPORATION, BUSINESS OR INDIVIDUAL)
2. Name of contact person: _____
3. Our local (to Tampa, Florida) business and mailing address is: _____

4. Professional License Number is: _____
5. The Project Manager assigned to this agreement has a current Professional License Number of _____ issued by the State of _____.
6. Federal I.D. Number: _____
7. Our primary business address is: _____
8. Our present business phone number is: _____
9. Our present fax number is: _____
10. Our present e-mail address is: _____
11. Our business has been operating under its present name since: _____

The below named Respondent affirms and declares:

- (1) That the respondent has contractual capacity and that no other person, respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA Treasury is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the agreement; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- (6) That by submitting a proposal, the respondent agrees and acknowledges that it

will provide the full complement of staff required to perform the scope of work, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the Scope of Services, unless otherwise agreed to in writing by the THEA.

- (7) By submitting this response, respondent accepts and acknowledges that respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

IN WITNESS WHEREOF, this response is hereby signed and sealed as of the date indicated below.

ATTEST:

RESPONDENT:

(Witness Signature)

Respondent Name

(Printed Name of Witness)

By: _____
(AUTHORIZED SIGNATURE)

(Witness Signature)

(Printed Name of Signer)

(Printed Name of Witness)

(Title of Signer)

(Date Signed)

NOTE: The person signing for the Respondent shall in his/her own handwriting, sign the Company's name, his/her own name and his/her title. Where the person signing for a corporation is other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the Company. Said affidavit shall be attached to this Declaration of Respondent.

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____. (Name
of Individual Signing)

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

**SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Tampa-Hillsborough County Expressway Authority

by _____

[print individual's name and title]

for _____

[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in a Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or agreement for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjunction of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- i. A predecessor or successor of a person convicted of a public entity crime; or
- ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

Sworn to and subscribed before me this _____ day of _____, 20_____.

Personally known _____ OR Produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of Identification) _____

(Printed, typed or stamped Commissioned Name of Notary Public)

(END OF FORM 2- PUBLIC ENTITIES CRIME STATEMENT)

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

- To the best of our knowledge, the undersigned respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and Service.

OR

- The undersigned respondent, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, agreements or property interest for this solicitation and Service.

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

[END OF FORM 3 – CONFLICTS OF INTEREST STATEMENT]

QUESTIONNAIRE

Respondent shall complete this questionnaire, sign, date and submit with its bid.

1. **BUSINESS INFORMATION:**

1.1 Name of Primary contractor (Respondent): _____

1.2 Location of primary office which will handle this service:

1.3 Business Organization:

a) Number of years your respondent (under any name) has been in Business: ____

b) With same person in top management position: _____

c) Under present name: _____

d) Number of years in Florida: _____

e) Total number of full-time staff: _____

f) Additional part-time staff: _____

g) States in which you have performed activities: _____

2. **MINIMUM QUALIFICATIONS:**

2.1 **Minimum Requirements:**

This Service requires that **Prime Contractor:**

a. Have previous experience with similar services and previous experience in providing services related to this advertisement.

b. Procures and maintains insurance of the types and limits as specified in Section C, Attachment 3 – Insurance Requirements, Coverages and Limits.

3. **EXPERIENCE AND REFERENCES:**

3.1 Experience:

3.1.1. State the total contract volume and value that your organization has been responsible for in the past five years in:

a. Total Dollar value _____

b. Number of Contracts _____

3.1.2. List the dollar volume and number of governmental projects your organization has completed in the past 5 years:

a. Dollar Value _____

b. Number of government projects _____

3.2 Provide information on at least three projects that contractor has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project:

3.2.1 **Service # 1:**

a. Date Service Completed: _____

b. Service Name: _____

c. Owner Name: _____

d. Owner Address: _____

e. Owner Telephone: _____

f. Name of Reference for this Service: _____

g. Relationship of Reference to Owner: _____

h. Title and Position Reference Held for this Service: _____

i. Respondent name where Reference was employed for this service: _____

j. Reference's Telephone: _____

k. Dollar Amount: _____

l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

m. Describe Your Specific Scope of Work: _____

n. General Contract Amount: _____

o. Your Participation Was: _____

p. Completion Date: _____

q. Was the Service completed on time? _____

r. Was the Service completed within budget? _____

s. If not, explain: _____

t. Penalties imposed? (Yes or No; if Yes explain) _____

- u. Any liens, claims, or lawsuits? (Yes or No, if Yes explain) _____
- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your respondent have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the service:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.2 Service # 2:

- a. Date Service Completed: _____
- b. Service Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Service: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Service: _____
- i. Respondent name where Reference was employed for this service: _____

- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Service completed on time? _____
- r. Was the Service completed within budget? _____
- s. If not, explain: _____

- t. Penalties imposed? (Yes or No; if Yes explain)_____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain)_____
- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the service:

- x. Any other pertinent information?_____

[Use additional sheets as necessary.]

3.2.3 Service # 3:

- a. Date Service Completed:_____
- b. Service Name:_____
- c. Owner Name:_____
- d. Owner Address:_____
- e. Owner Telephone:_____
- f. Name of Reference for this Service:_____
- g. Relationship of Reference to Owner:_____
- h. Title and Position Reference Held for this Service:_____
- i. Respondent name where Reference was employed for this service:_____
- _____
- j. Reference's Telephone:_____
- k. Dollar Amount:_____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked:_____
- _____
- m. Describe Your Specific Scope of Work:_____
- _____
- n. General Contract Amount:_____
- o. Your Participation Was:_____
- p. Completion Date:_____
- q. Was the Service completed on time?_____
- r. Was the Service completed within budget?_____
- s. If not, explain:_____
- t. Penalties imposed? (Yes or No; if Yes explain)_____

- u. Any liens, claims, or lawsuits? (Yes or No, if Yes explain) _____
- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the service:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

4. STAFF:

4.1 Provide information on Respondent's staff that will be assigned to this Service including name, years' experience, credentials and applicable professional licenses.

POSITION	EMPLOYEE NAME	CREDENTIALS & PROFESSIONAL LICENSE	YEARS EXPERIENCE
Project Manager			
Other			

4.2. Provide a profile of your staff listing classification of personnel, number of personnel and combined years of experience.

Classification	Number of Personnel	Combined Years of Experience	No. of 4-year Degrees
Project Manager	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Other	_____	_____	_____

[END OF FORM 4 - QUESTIONNAIRE]

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

This certification is required pursuant to Florida Statute, Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new agreement or renewal of an existing agreement, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Iran Terrorism Sectors List, Boycott Israel List or is engaged in business operations in Cuba or Syria, is ineligible for, and may **not** bid on, submit a proposal for, or enter into or renew an agreement with an agency or local government entity for goods or services of \$1 million or more.

Respondent / Bidder Name: _____

Respondent /Bidder FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the "Respondent/Bidder".

I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Iran Terrorism Sectors List, Boycott Israel List created pursuant to Florida Statute Section 215.473, or engaged in business operations in Cuba or Syria.

I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 5 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this advertisement?

Yes

No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this advertisement by listing the Addendum by number, date and signing the form:

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

Addendum _____ Date: _____

RESPOND
ENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 6 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM]

RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW CHECKLIST

Respondent's ELOR Package **must be** organized and labeled following the instructions as contained in **Section B**, Paragraph 2.1, ELOR Package.

Proposal Format	Section Title
	1. Table of Contents
	2. ELOR
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Questionnaire Form 5 - Certification Regarding Scrutinized Companies List Form 6 – Acknowledgement of Receipt of Addendum Form 7 - Respondent's ELOR Package Review Checklist Form 8 – Anticipated SBE Participation Statement

By submitting this response, we accept and acknowledge that we can comply with all terms and conditions set forth in the ELOR Package including, without limitation, the insurance and performance/payment bond requirements and the indemnification provision.

 Name of Person Responsible

 Date

 Title of Person Responsible

 Company Name

[END OF FORM 7 - RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW CHECKLIST]

ANTICIPATED SBE PARTICIPATION STATEMENT
FOR TAMPA-HILLSBOROUGH COUNT EXPRESSWAY
AUTHORITY

Project Number: _____

Number: _____

Prime contractor name: _____

Contract Dollar Amount: _____

Is the prime contractor an SBE as described in THEA's Policy adopted February 25, 2002? (Yes____) (No__)

Expected amount of contract dollars to be subcontracted to SBE(s): \$ _____

It is our intent to subcontract _____% of the contract dollars to SBE(s). Listed below are the proposed SBE sub-contractors _____(to the extent known, please indicate whether the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority Status</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: _____ Title: _____

E-mail Address: _____ Telephone number: _____

Date: _____

[END OF FORM 8 – ANTICIPATED SBE PARTICIPATION STATEMENT]

SECTION D

Attachments, Exhibits and/or References not attached hereto will be supplied upon request and shared via a OneDrive File Share. Please contact the Procurement Office at procurement@tampaxway.com to request your link.

EXHIBITS

1. Scope of Services
2. Insurance Requirements, Coverages and Limits
3. EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN DISTRIBUTION FORM
4. Price Proposal Form

REFERENCES

- A. AssetMaint01262024
- B. THEA_Maintenance_Specifications

SCOPE OF SERVICES

1.0 Overview

The Tampa-Hillsborough County Expressway Authority (THEA) requires asset management services associated with routine maintenance of THEA's assets including roadways, structures, drainage, roadside, vegetation and aesthetics, traffic services, incident management and other routine maintenance.

The contractor shall perform maintenance of, and administration and management services related to roadways and bridges along the Selmon Expressway System in Hillsborough County, Florida for:

- (a) All mainline sections of SR 618, SR 618A, SR 628A, Brandon Parkway, Brandon Main Street, Paul's Drive Connector, Lakewood Drive (from SR 60 to just south of Brandon Parkway) and Meridian Avenue
- (b) All Access/CD roads and ramps connecting to the Selmon Expressway
- (c) Selmon Greenway
- (d) All stormwater management and mitigation areas associated with the highway corridors including compliance with permit requirements (NPDES, SWFWMD, DEP, etc.)
- (e) Entire THEA structures inventory, including bridges, over-lane signs, and all high mast steel light poles.

The contractor will manage and perform all routine maintenance activities associated with Roadway, Structures, Drainage, Roadside, Vegetation and Aesthetics, Traffic Services (excluding signals and ITS equipment, but including advance warning beacons), roadway lighting, roadway signage, and Incident Management and incident/event restoration for all areas identified by THEA right-of-way and Maintenance Limits Maps. Routine maintenance activities shall include the maintenance and repair of all new and pre-existing conditions that do not meet standard criteria or standard performance of maintenance unless stated herein.

The contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to supply the services set forth herein and complete the roadway and bridge maintenance work in accordance with the specifications, procedures, and terms of the agreement including the specific tasks and events set forth on the THEA Maintenance Specifications attached hereto and incorporated herein by reference.

1.1 Program Criteria and Format

It is the intent of THEA for all work to be performed to current Florida Department of Transportation (FDOT) Standards and Specifications for Road and Bridge Construction throughout the contract duration, as may be updated throughout the life of the agreement. The contractor shall maintain all assets within the service limits and will perform work that produces end results in accordance with FDOT Specifications (including all Supplemental Specifications and Special Provisions in the Specification Workbook), Design Standards, MUTCD, Standard Maintenance Special Provisions, Maintenance Activity Standards, Procedures, Handbooks, Guides, and Manuals in effect at the time of the performance of the specific work, and consistent with FDOT's statewide maintenance practices as well as THEA specifications, activities and schedules detailed herein. Specific requirements, frequencies, methods, and performance criteria detailed herein shall supersede FDOT requirements.

The FDOT Standard Specifications for Road and Bridge Construction, Workbook of Implemented Modifications to the Standard Specifications, and Mandatory Specification Revisions can be retrieved through the Internet at:

<https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm>

The existing THEA infrastructure is composed of several items that are unique to the Selmon Expressway System and specifically identified and required by THEA. Unless otherwise specifically approved by the Director of Operations and Engineering writing prior to any replacement, all damaged items, parts, and components that require replacement shall be replaced in kind with an identical new item, part, and/or component.

1.2 Staffing

The contractor shall provide sufficient field staffing and supervision to accomplish the Scope of Services (hereinafter defined) required by this agreement. In addition to sufficient field staffing and supervision, the contractor shall provide and maintain the following Key Personnel, as defined in the agreement, that possess the following minimum qualifications:

- (a) Full Time Project Manager assigned exclusively to this agreement with a minimum of five (5) years' prior work experience performing similar duties on Florida Toll Roads who will be 100% responsible for direct oversight and management of the Scope of Services, including, without limitation, the following:
 - Serve as point of contact with THEA.
 - Oversee all operations and ensure all work is being performed per agreement.
 - Implement the contractor Safety Plan
 - Manage annual/quarterly project planning.
 - Coordinate agreement administration.
 - Plan for SBE participation
 - Develop and maintain community relations.
 - Ensure implementation of THEA's procedures, Florida Department of Transportation ("FDOT") procedures and the Florida Administrative Code Rules
 - Identify work needs.
 - Maintain 24/7 on-call status for emergency and incident response.
 - Perform Maintenance Assessments
 - Review permits as requested.

- (b) Full Time Project Superintendent assigned exclusively to this agreement with a minimum of five (5) years prior work experience performing similar duties on Florida Toll Roads (FTR) who will be 100% responsible for the following:
 - Provide day-to-day oversight of the work crews or the roadways and facilities.
 - Coordinate and oversee 24/7 emergency response program.
 - Perform equipment maintenance and purchasing.
 - Ensure agreement compliance through quality oversight.
 - Ensure preparedness for incident and emergency response.

- Enforce compliance with contractor Safety Plan
- (c) Full Time Contract Support Specialist assigned exclusively to this agreement, who will be 100% responsible for the following:
- Must be proficient in data entry in data management programs.
 - Must be capable of learning and maintaining an internet web-based application.
 - Perform status reporting and record archiving in accordance with the requirements herein.
- (d) The contractor, or an approved subcontractor, shall also employ a part-time, available as needed registered professional engineer licensed to practice in the State of Florida (“Professional Engineer”) with sufficient qualified technical and professional staff to support activities and program areas including, but not limited to, roadway and bridge maintenance agreement administration; maintenance agreement implementation; maintenance condition survey management; and public / transportation safety items. The Professional Engineer shall have the ability to respond promptly to the any items that arise from the scope of this agreement and be available to be on-site as needed or requested by contractor or THEA within six (6) hours of notification.
- (e) The contractor shall submit to THEA a list of emergency contact personnel within ten (10) days of NTP. This list shall include cell phone numbers, office phone numbers and office location of each contact, including shift times of personnel. At a minimum, the contractor’s managers and incident responders shall have a smart phone or other email device. This emergency contact list shall be updated every ninety (90) days.
- (f) The contractor shall obtain prior approval for all Sub-contractors utilized for the Scope of Services. A copy of the sub-contract agreement in its entirety shall be submitted to THEA prior to approval. Sub-contractors not approved by THEA shall be removed from the right of way and any subsequent penalties for non-completion by the contractor of required tasks shall be assessed.
- (g) The Scope of Services to be provided by the contractor shall be furnished through a combination of contractor staff and personnel and subcontractors and subconsultants under contract to the contractor. Through this combination, the contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. The Scope of Services to be provided by the contractor include but are not necessarily limited to maintenance of roadway features (pavement); roadside features (e.g., soil shoulders, slopes, and fence); traffic services features (e.g., signs, striping, and guardrail); vegetation/aesthetics (e.g., mowing and litter); and drainage (e.g., ditches and inlets). The Scope of Services shall also include responsibility for traffic operations; reviewing bridge inspection reports and preparing and implementing a plan for repairs of noted deficiencies; daily patrol of all roadways to ensure Agreement compliant conditions; perform Road Serviceability Analysis identified in Section 2.12 hereof, and responsibility for permit

operations. These Scope of Services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll facilities and equipment, the fiber optic network, landscaping and aquatic weed control are not a part of the Scope of Services and will be performed by others.

- (h) THEA does not guarantee that all of the Scope of Services described in this Scope of Services will be assigned during the term of the Agreement. Further, the contractor is providing these Scope of Services on a non-exclusive basis. THEA, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Agreement.

1.3 Key Performance Items and Liquidated Damages:

The aesthetic appearance and cleanliness of the Selmon Expressway System is of paramount importance. The Contract standard for weeds is “Virtually Weed Free” on or adjacent to THEA infrastructure items. The Contract standard for litter is “Virtually Litter Free” within the limits of the THEA right of way. The Contract Standard for all mowing items is a “Neat, Clean, Well Groomed” appearance throughout the THEA right of way. The contractor’s approach and ability to deliver the Scope of Services in accordance with the standards set forth by THEA is a key element in the successful performance of this Agreement. The following are identified as “Key Performance Items” and Liquidated Damages (hereinafter defined in Section 7.0) associated with the non- performance of the Key Performance Items.

ITEM	MINIMUM SERVICE	NON-PERFORMANCE LIQUIDATED DAMAGE
Litter Patrol	1 Full Time Crews, 5 Days per week	\$500 per day per crew (PF-2)
Herbicide (Shoulder, Guardrail, MSE Walls, Soundwalls, Barrier Walls, poles etc.)	Regular Intervals, 6 Times per year	\$1000 per day for a given cycle (PF-3)
Fence Line Herbicide	Regular Intervals, 4 Times per year	\$1000 per day for a given cycle (PF-3)
Roadside Mowing	12 Times per year, Starting the 1st day of each month	\$1000 for each day late (PF-3)
Repair of Priority 1 Bridge Structures Deficiencies identified in Bridge Inspection Reports	60 Days	\$200 for each day late per bridge
Repair of Priority 2 Bridge Structures Deficiencies identified in Bridge Inspection Reports	180 days	\$200 for each day late per bridge
Repair of Priority 3 Bridge Structures Deficiencies identified in Bridge Inspection Reports	1 Year	\$200 for each day late per bridge
Pressure Washing Bridges	1 Time per year per bridge	\$100 for each day late per bridge (PF-1)

Highway Lighting	Daily Patrol, Documented Inspection every 2 weeks	\$100 per day per light (PF-1)
Vacuum Sweeping	1 cycle every 2 weeks	\$500 for each day late (PF -2)
Pavement Markings	Daily Patrol	
Overall Maintenance Program of 91 (minimum)	3 Times Per Year	\$5000 for each point below Rating of 91.
Element rating more than 5 points below 91.	3 Times Per Year	\$500 for each point on any element more than 5 points below overall MRP rating of 91.
Characteristic rating more than 5 points below 91	3 Times Per Year	\$250 for each point on characteristic rating more than 5 points below the overall MRP rating of 91.

The contractor understands and acknowledges that there are additional items addressed in the THEA Maintenance Specifications in which Liquidated Damages may be charged.

In addition to the Liquidated Damages set forth above and in Section 7.0 hereof, in the event the contractor fails to perform any required Scope of Services within the specified time limits in the Agreement, THEA, at its option, may elect to have another contractor, subcontractor, or staff of THEA perform the Scope of Services and subtract the costs for the performance of the Scope of Services plus a \$1,000 administrative fee from any unpaid amounts then or thereafter due the contractor under the Agreement if the contractor had performed said Scope of Services.

The contractor shall expect that all Liquidated Damages outlined in this Agreement will be enforced. In the event the contractor believes an assessed Liquidated Damage is the result of extenuating circumstances or is not being properly assessed, the contractor may appeal the assessment of Liquidated Damages in writing to the Director of Operations and Engineering. THEA reserves the right to reduce any assessment of Liquidated Damages and/ or reductions in compensation based upon the circumstances of that item. Any assessment of Liquidated Damages and /or reduction of compensation amount is at the sole discretion of the Director of Operations and Engineering.

2.0 ROADWAY MAINTENANCE AND INSPECTION

The contractor shall be responsible for all routine bridge maintenance, roadway maintenance (roadway features, roadside features, traffic services features, vegetation/aesthetics and drainage) and inspection and administrative functions as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures (collectively, the "Scope of Services").

2.1 Limits of the Work

The Limits of the Work site are as follows:

- Selmon West Extension (approximately 2.096 miles, approximately 1.74 miles of bridges) to Gandy/Selmon/Dale Mabry Interchange
 - Includes aesthetic lighting (bridge superstructure and piers)
 - Includes all roadway and bridge maintenance.
 - On and Off Ramps

- Expressway EB (approximately 13.77 miles, approximately 3.56 miles of bridges) to Gandy Blvd to I-75
 - Includes all roadway, bridges, and turf maintenance.
- Expressway WB (approximately 13.77 miles, approximately 3.64 miles of bridges) to Gandy Blvd to I-75
 - Includes all roadway, bridges, and turf maintenance
- Reversible Elevated Lanes (approximately 7.9 miles, approximately 5.33 miles of bridges) to Twiggs St to Town Center Blvd.
 - Includes all roadway and bridge maintenance.
 - On and Off Ramps
 - Includes all roadway, bridge and turf maintenance
 - Includes aesthetic lighting
- Brandon Parkway (approximately 1.3 miles) Town Center Blvd. to Lumsden Rd
 - Includes all roadway maintenance
 - 20' Conspan trail bridge over Delaney Creek
 - Includes pedestrian trail pavement and markings
- Lakewood Drive (approximately 400 feet south of Brandon Parkway) to W Brandon Blvd
 - Includes all roadway maintenance
 - Includes pedestrian trail pavement markings
 - No bridges present
 - Excludes adjacent turf maintenance
- Brandon Main St (approximately 0.24 miles) to Providence Rd to Lakewood Dr
 - Includes all roadway maintenance
 - No bridges present
 - Excludes adjacent turf maintenance
- Pauls Drive Connector (approximately 0.08 miles) to Brandon Parkway to Pauls Drive
 - Includes all roadway maintenance
 - No bridges present
 - Excludes adjacent turf maintenance
- Meridian Ave (approximately 0.6 miles) from Channelside Dr to East Twiggs St
 - Includes all roadway maintenance
 - No bridges present
 - Excludes adjacent turf, landscape and hardscape maintenance
- Selmon Greenway Maintenance
 - Includes daily litter removal
 - Includes Selmon Greenway signs
 - Includes graffiti removal as needed
 - Includes asphalt repairs as needed
 - Includes Bollards
 - Includes mowing
 - Includes sweeping

Maintenance of the Traffic Management Center (TMC) Building Grounds (i.e., turf and vegetative maintenance, aesthetic lighting, etc.) and the Intelligent Transportation System (ITS) is not included in this scope of services. It excludes all of the grounds surrounding the TMC, but includes the parking area and associated lighting. This scope of services does include the grounds (turf, parking areas, and lighting) of the former toll administration buildings for the West and East Toll Plazas. Agreements are also currently in place that cover the ITS system and landscape maintenance, including trail and up lighting, along the Brandon Feeder Roads and Meridian Avenue.. These agreements are NOT superseded by this *scope of services*. Construction areas that are under agreement to 'construct by others' within the system will be the responsibility of others. However, the contractor shall respond to incidents and emergencies in the construction areas as stipulated herein. A pro-rata or negotiated reduction of the contract bid will be assessed, according to the services area and duration, for those areas under construction that are not under the control of the contractor. Similarly, any increase in maintenance area may also be assessed for an increase to the bid price.

In addition to the Key Personnel, the contractor, through the use of subcontractors and subconsultants, shall provide qualified maintenance contractors, technical, and administrative personnel in appropriate numbers to ensure that maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All services shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of or referenced within the Agreement.

2.2 Daily Inspection

The contractor shall perform as a minimum, a daily inspection of the corridor including facilities be performed to minimize the amount of "drive-by" or perceptive deficiencies by the public or by THEA. It is particularly important that inspection of the roadway corridors be conducted regularly in order to remove any item that may be a hazard or generally unsightly in an expeditious manner. This daily inspection shall be performed by the contractor and may be combined with other inspections, assessments or surveys. Items such as, but not limited to, graffiti, fence damage, permit activities, non-permitted activities, potholes, dead animals, accidents and other significant items identified during the daily inspection or otherwise brought to the contractor's attention shall be recorded by end of business day. The contractor's daily inspection reports shall be maintained in electronic format and made accessible to THEA upon request. A summary of the daily inspection reports shall be submitted to THEA on a weekly basis. THEA may at its discretion allow data to be transferred directly from the contractor's own tracking system.

2.3 Emergency Management

The contractor shall develop and submit to THEA an "Incident Response Plan" **addressing how incidents will be handled** with the proposal. The "Incident Response Plan" should include, but is not limited to, details on public/agency notifications, incident management, resources on hand and how they would be applied to the job, how the safety of motorists will be ensured, handling of hazardous waste, coordination with Law Enforcement and other appropriate agencies, traffic control (including thru toll facilities), submission of "Incident" reports, the establishment and maintenance of detour routes when needed for closure of the expressway, emergency repairs, removal of debris and evacuation response and any other contractor plans to effectively clear and make the corridor safe. The contractor shall also develop and submit with their price proposal a written diversion/detour plan including emergency signage placement and routes for full road closures occurring in each direction of the Expressway for both peak and off peak diversions. Separate detour plans should be provided, for the sake of the proposal, that address the following five major sections of the expressway: The Selmon West Extension, Gandy to west of the Hillsborough River, the downtown viaduct, east

expressway (22nd Street to I-75), and the REL.

The contractor shall comply with the THEA Incident Response Plan as proposed by the contractor and approved by THEA.

Additionally, the following shall be performed for incident response:

- Fuel for generators shall be purchased by THEA except that in the event of a Hurricane Watch it shall be the contractor's responsibility to purchase generator fuel and maintain fuel levels as needed beginning at the issuance of a "Watch" until such time as power is restored to each facility.
- The contractor will comply with all Local, State, and Federal laws and regulations dealing with the handling and disposal of hazardous waste. The contractor shall perform all required cleanup and reporting to Hillsborough County EPC, State of Florida DEP, and all applicable Environmental Agencies.

2.3.1 General

THEA categorizes Emergency Management into two classifications: "Governor Declared Emergencies" and "Other Emergencies". For Governor Declared Emergencies, perform pre-event preparation and provide initial response post-event to protect the traveling public from grievous hazards created by the incident/event. For Other Emergencies, perform all aspects of responding to the incident/event, including pre-event preparation, post-event initial response, and post-event cleanup and repair. For both classifications of Emergency Management, perform the following six (6) activities in preparation for hurricane season each year and before every foreseeable Emergency Management incident/event:

1. Contact vendors and subcontractors to verify quantity, availability, and priority of appropriate equipment and personnel (e.g. Temporary Traffic Control devices, variable message boards, chainsaws, sand spreaders, etc.). Develop a complete up-to-date list of equipment resources and staging locations and of all stockpiled materials and their locations.
2. In the event an evacuation order is being considered, prepare for implementation of evacuation operations according to Department Emergency Management Documents.
3. When directed by THEA, implement evacuation operations in accordance with all Department Emergency Management Documents.
4. Secure and lockdown all structures and facilities covered under this agreement.
5. In preparation for high winds, rains, and other impending elements, secure all existing worksites associated with this agreement.
6. Lower all high mast lights within the projected path of a hurricane where wind speeds are projected to be category two or higher at the location of high mast lights, or lower high mast lights as otherwise directed by THEA. Lower high mast lights to between 15 and 20 feet from the ground. If the lowered position of high mast lights places them at risk for damage, place lights as low as possible to avoid the damage risk.

2.3.1.1 If high mast lights have been lowered, repaired, or raised due to preparation related to storm events, submit a separate informational invoice detailing the cost of such lowering, repairing, and raising of the high mast lights. Show the high mast lighting costs by activity (lower, repair, raise). Retain all documentation required for THEA's Federal Reimbursement for this activity.

2.3.1.2 For all evacuation activities, submit a separate informational invoice detailing the cost of such evacuation activities. Show the evacuation costs by maintenance area, by Financial Project

Number, and by activity. Retain all documentation required for THEA to apply for Federal Reimbursement for evacuation activities.

2.3.1.3 Unless otherwise noted in this agreement, THEA will not provide additional compensation to the contractor through this agreement for any Emergency Management activities, including the six activities described above.

2.3.1.4 For all Emergency Management activities, THEA reserves the right to perform all work with its own forces or other contracted forces when THEA determines it is in THEA's best interest to do so. THEA's decision to engage in Emergency Management activities in no way relieves the contractor of any duties or contractual obligations.

2.3.1.5 In preparation for potential emergencies, if directed by THEA in writing, the contractor will participate in emergency exercises (mobilizing personnel and equipment) conducted by THEA. Participation in the exercise will include providing all manpower, material, and equipment necessary to complete the activities described in THEA's written directions to the contractor. A 'workshop' or 'coordination meeting' is not to be considered as an 'emergency exercise'. THEA will compensate the contractor for their direct costs for performing the directed activities

2.3.2 Emergency Management Plan

Comply with and administer all preparedness, response, and recovery efforts in accordance with all Agreement Documents. Provide a timely response to emergencies and provide timely repairs to damages. Develop an Emergency Management Plan that meets the intent of THEA Emergency Management Documents and submit this plan to THEA within 30 calendar days of agreement execution. Include details in the Emergency Management Plan including, but not limited to:

- procedures for incident/event management
- agency & public notifications
- assurance of motorist safety
- handling fuel/oil spills on roadway/roadside
- handling of hazardous waste
- coordination with Law Enforcement and other appropriate agencies
- traffic control
- coordination with THEA and other agencies to establish or implement pre-established detour routes.
- maintenance of detour routes
- making emergency repairs
 - damage to structures
 - guardrail, end treatments, attenuators, barrier wall, crash cushions, signs, lighting, and other features
 - sinkholes
 - depressions due to utilities, base, or drainage failure
 - root-cause evaluation procedures for identification, design, and repairs
- debris removal
- evacuation operations
- submission of incident/event reports
- plan for compliance with the Open Roads Policy
- detailed organizational structure with the functions, qualifications, experience level, and contact information of staff assigned to respond to incidents/events qualifications, experience

level, and contact information of staff assigned to respond to incidents/events.

2.3.2.1 Comply with all THEA Requirements, applicable FDOT Plans and Standards and with all Federal, State, and Local laws and regulations concerning evacuation routes and the handling and disposal of hazardous waste.

2.3.2.2 No later than April 30 of each year, coordinate with THEA to update the Emergency Management Plan through an iterative process of discussion between THEA and the contractor whereby lessons learned from past experience can be implemented for future use. As part of this process, assist THEA in developing and updating all THEA Emergency Management Documents as requested by THEA.

2.3.3 Specific contractor Responsibilities for Governor Declared Emergencies

Governor Declared Emergencies are incidents/events that prompt the Governor of Florida to declare a State of Emergency in response to the incident/event. Governor Declared Emergencies will most commonly be major hurricanes and other natural disasters but can include smaller natural disasters/events/storms (Acts of God), collisions with structures and related components, and incidents/events resulting from human interactions.

2.3.3.1 If directed by THEA in writing, perform the following five (5) Pre-Event activities and separately track and invoice THEA for associated costs. THEA will compensate the contractor for their direct costs of performing these five (5) Pre-Event activities as described in THEA's written directions to the contractor:

1. Patrol contractual limits and assist stranded motorists with fuel and minor repairs during evacuation operations.
2. Provide additional portable rest room facilities at Toll Plazas, Office Buildings and other locations as directed by THEA.
3. Provide additional Trash Receptacles and Roll-Off Dumpsters at Toll Plazas, Office Buildings, and other locations as directed by THEA.
4. Provide Portable Light Towers at Toll Plazas, Office Buildings, and other locations as directed by THEA.
5. Provide all needed fuel and incidentals for all portable devices delivered on-site in support of safe facility operations (generators, light towers...etc.).

2.3.3.2 Perform the following Six (6) Post-Event activities. THEA will not provide additional compensation to the contractor for the performance of these listed Post-Event activities:

1. As soon as deemed safe to do so, perform first-push roadway clearing and cut and toss activities as needed to clear the roadways and access to THEA's facilities.
2. Search all roadways, structures, and facilities covered by this agreement for grievous hazards (roadway washouts/cave-ins, downed or exposed electrical lines, non-traversable bridges, structurally compromised buildings, etc.). This may include clearing some debris to access these hazardous areas. Minimal debris clearing required to access hazardous areas will not be considered first-push roadway clearing.
3. Immediately respond to perform traffic control, set up safety devices, and layout established or improvised detour routes to protect the traveling public from grievous hazards created by the incident/event. The contractor may choose to remove or otherwise ameliorate the grievous hazard instead of providing the aforementioned TTC; such activity will not be considered first-push, debris removal, or cleanup in connection with federally reimbursable programs. When

detour routes are required due to an incident/event occurring on a roadway and/or structure covered by this agreement, manage and maintain the entire detour route within the State of Florida, even if the route extends onto roadways and/or structures not covered by this agreement (state or non-state).

4. Notify the THEA's designated contact person immediately upon occurrence of all major incidents/events and immediately upon road closure for all roadway and/or structure closures exceeding one (1) hour. Notify the THEA again upon roadway and/or structure reopening.
5. For high mast lighting, inspect and perform all minor repairs prior to raising all lighting back to their original position. "Minor repairs" are defined as repairs not eligible for Federal reimbursement.
6. Assist the THEA in performing damage assessment reviews of bridges, overhead sign structures, and high mast light poles per the Damage Assessment Review Guidelines.

2.3.4 Specific contractor Responsibilities for Other Emergencies

Other Emergencies are incidents/events that do not prompt the Governor of Florida to declare a State of Emergency in response to the incident/event. Other Emergencies will most commonly be traffic crashes, guardrail hits, severe potholes, debris within travel lanes, crash cushions hits, roadway shoulder wash-outs, roadway cave-ins, facility damage, and downed light poles but can include natural disasters/events/storms (Acts of God), collisions with structures/facilities and related components, and incidents/events resulting from human interactions.

2.3.4.1 Respond and deploy resources according to the goals established in the Incident Response Plan. Arrive on-site, prepared to take necessary action with necessary manpower and emergency response equipment. Working hours referenced under THEA responsibilities are defined as Monday through Friday 7:00 am to 5:30 pm. Be available to relieve Law Enforcement, other emergency personnel, and/or Road Rangers of temporary traffic control (TTC) functions within fifteen (15) minutes of arriving onsite.

2.3.4.2 Manage all aspects of TTC related to an incident/event, including coordination with governmental agencies when incidents/events impact roadways and/or structures not covered by this agreement. When detour routes are required due to an incident/event occurring on a roadway and/or structure covered by this agreement, manage and maintain the entire detour route, even if the route extends onto roadways and/or structures not covered by this agreement (state or non-state).

2.3.4.3 Notify THEA's designated contact person immediately upon occurrence of all major incidents/events and immediately upon road closure for all roadway and/or structure closures exceeding one (1) hour. Notify THEA again upon roadway and/or structure reopening.

2.3.4.4 When Other Emergencies occur before, during, or after Governor Declared Emergency events:

1. Respond and deploy resources according to the goals established in the Open Roads Policy. Arrive on-site, prepared to take necessary action with necessary manpower and emergency response equipment. Be available to relieve law enforcement and/or Road Ranger personnel of TTC within fifteen (15) minutes of arriving onsite. During emergency evacuations and throughout the duration of the Governor Declared Emergency event, working hours are defined as 24 hours per day, 7 days per week.

2. Manage all aspects of TTC related to Other Emergencies, including coordination with governmental agencies, when incidents/events impact roadways and/or structures not covered by this Agreement. When detour routes are required due to Other Emergencies occurring on a roadway and/or structure covered by this agreement, manage and maintain the entire detour route, even if the route extends onto roadways and/or structures not covered by this agreement (state or non-state).
3. Notify the THEA's designated contact person immediately upon occurrence of all major Other Emergencies and immediately upon road closure for all roadway and/or structure closures exceeding one (1) hour. Notify the THEA again upon roadway and/or structure reopening.

2.3.5 Recovery of Costs, Reimbursement and Coverage for Other Emergencies involving property damages.

When an event happens and causes damage to any of THEA facilities, THEA authorizes the contractor to pursue claims against any responsible party for reimbursement of expenses incurred to repair THEA facilities. Advance preparation, response, inspection, engineering services, repairs, and replacement, required as a result of natural disasters, catastrophic or emergency response event will be considered part of the agreement responsibilities. The contractor will not receive any additional compensation other than:

- Qualifying FEMA or Emergency Repair (ER) funds that THEA receives as a result of the contractor seeking qualifying FEMA or ER reimbursement.
- Compensation above and beyond the monetary responsibility cap as stated below.

THEA authorizes the contractor to pursue claims of any emergency reimbursement in response to the disaster.

The sequence of reimbursement for damages will be as follows:

1. Pursuit of claims against the individual or entity which caused damages, or their insurers
2. THEA provided insurance coverage*
3. If eligible, compensation from FEMA or FHWA for qualifying reimbursements
4. contractor coverage if any.

*THEA has insurance coverage on some facilities such as bridges. To the extent that THEA insurance coverage is available and in the event that the contractor is unable to collect from 3rd parties, THEA will transfer an agreed upon portion of the qualifying insurance proceeds to the contractor to offset the contractor's actual un-reimbursed costs to restore the system that was damaged.

The contractor's responsibility to make damage repairs at its own expense shall be capped at \$50,000.00, per accident or incident. The contractor shall perform all non-reimbursed and reimbursed repairs unless THEA chooses to take responsibility. In the event THEA chooses to take responsibility for system restorations the amount of reimbursements obtained in items 1, 2, and 3 above will be retained by or reimbursed to THEA. THEA is financially responsible for the part of the cost exceeding \$ 50,000. The costs paid by the contractor shall accumulate and shall apply against an annual cap of \$250,000.00. Once the cap is reached, THEA is financially responsible for the full cost.

In the event of an act that is officially declared by the State of Florida or the United States Government as an "act of terrorism" the contractor will not be liable for damage beyond the extent of the amounts obtained in items 1, 2, and 3 listed above.

For all FEMA and ER qualifying reimbursements, it is the contractor's responsibility to generate and keep the necessary documentation for qualifying reimbursement. THEA will assist in this reimbursement process by processing and forwarding to FEMA or the FHWA all necessary documentation and paperwork as provided by the contractor.

2.3.5.7 Should the damage be an obvious result of "An Act of Terrorism", as defined by the Florida Statutes, the contractor shall obtain the written approval of THEA prior to commencing repair activities. If this occurs, or if an "Act of Terrorism" is discovered after the repair is completed, THEA will compensate the contractor via Supplemental Agreement for damage repair costs resulting from the act(s) of terrorism.

2.3.5.8 If any damages requiring specific repair activities occur at a time close to the end of the agreement, THEA may extend the agreement term for those specific activities to enable the contractor to provide needed repairs.

2.4 Expressway Underpasses

Unless exempted by THEA, The contractor shall be responsible for maintaining vegetation, aesthetics, underdeck and aesthetic uplighting, sidewalks, and structural features including bridge abutment walls within THEA Right-of-Way underneath the Selmon Expressway Overpasses. The aesthetic appearance and cleanliness of the underpass areas is of paramount importance. The Contract standard for weeds is "Virtually Weed Free" and the Contract Standard for litter is "Virtually Litter Free" within the limits of the THEA right-of-way. The Contract Standard for mowing items is "Neat, Clean, Well Groomed" appearance throughout the THEA right-of-way. Bridge abutment walls shall be kept clear of graffiti.

2.5 Road Serviceability Analysis

2.5.1 The contractor shall attend Maintenance Rating Program (MRP) inspections with THEA's MRP contractor and the Director of Operations and Engineering or his/her designee. Review results of the MRP inspections performed by THEA's MRP contractor and initiate corrective action based on MRP inspections within thirty (30) days of receipt of the findings from the Director of Operations and Engineering.

2.5.2 The contractor shall correct identified deficiencies in the roadways and bridges on an annual basis throughout the Term of the Agreement, using the current years for each Biennial Inspection Report compiled by THEA's General Engineering Consultant as a baseline of the deficiencies needing repair. The contractor shall integrate findings from the Biennial Inspection Report into the contractor's Work Plan, as defined in Section 3 hereof.

2.6 Contract Administration

2.6.1 The contractor shall review maintenance contract reports relating to contractor's performance and communicate with subcontractors, if necessary, regarding negative conformance to, or compliance with, specifications, workmanship, Key Performance Items, or any other areas or standards in accordance with the terms of this Agreement.

2.6.2 The contractor shall prepare, maintain and provide one day in advance, a daily work schedule showing key activities and their planned location for that day. Prepare and maintain monthly progress schedules and summary reports of work planned and work completed applicable to all phases of maintenance operation and such special reports as may be required to keep THEA advised with respect to the progress of work activity.

- (a) Provide the monthly report in a format that includes all Activity Groups and Activity Codes, quantities and applicable measurement units (i.e. acre, square foot/yard, each, etc.) as described in the FDOT Maintenance Cost Handbook.
- 2.6.3 The contractor shall assist THEA in responding to the public interest regarding maintenance activities.
- 2.6.4 The contractor shall comply with the THEA Incident Response Plan as proposed by the contractor and approved by THEA.
- 2.6.5 The contractor shall be responsible for the control and safety of traffic and the public during the performance of all Scope of Services under control of the contractor, its agent, employees and subcontractors/subconsultants. When required by the contractor's operations, the contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.
- 2.6.6 The contractor will manage the maintenance program including the performance of work needs determinations, location of resources, work assignments, management of resources, coordination with THEA construction and outside agencies and patron complaint resolution.
- 2.6.7 The contractor shall send a representative to THEA weekly construction meetings, preconstruction meeting and construction/progress meetings on active THEA or permitted construction projects within the maintaining area when requested. The contractor is required to provide representation to all preliminary, semifinal, and final "walk-thru" inspections on every construction project within the maintained area.
- 2.6.8 The contractor shall review Structures Inspection Reports provided by THEA. The contractor shall have complete responsibility for scheduling and performing Structures maintenance and repairs. The contractor shall return completed signed and dated FDOT and THEA Bridge Work Orderforms to the Director of Operations and Engineering to include photographs of any repairs completed on the Structures. Each work order shall be completed by the contractor and accepted by THEA within sixty (60) days of receipt by the contractor of the work items for items deemed Priority 1 work orders, one hundred eighty (180) days for items Priority 2 and 1 year for Priority 3 work orders. Scope of Services not completed within this time frame will be subject to a reduction in compensation due the contractor of \$200 per day per work order for each day the Scope of Services specified in the work order are not completed.
- 2.6.9 Bridge work orders in First and Final Agreement Years.
In the first year of the Agreement, the contractor shall take responsibility for all outstanding Priority I & Priority II Bridge work orders generated during the 15-day period before this Agreement's execution date. Also, the contractor shall take responsibility for all Priority III Bridge work orders generated during the six (6) month period before this Agreement's execution date. Complete these inherited Bridge work orders before their due dates.

During the final year of the Agreement, the contractor will complete all Priority I & Priority II Bridge Work Orders generated prior to the final 15 days of the agreement and complete all Priority III Work Orders generated prior to the final six (6) months of the agreement.

3.0 CONTROL OF THE WORK

3.1 Work Plan

The contractor shall develop, prepare, provide to THEA, and implement a Roadway Maintenance Operations Work Plan (“Work Plan”).

The Work Plan is a 12-month look ahead schedule that the contractor shall prepare and submit to THEA within thirty (30) days of the issuance of the Notice to Proceed in accordance with the terms of the Agreement and updated every 3 months thereafter throughout the Term of the Agreement. The Work Plan shall include each of the Key Performance Items addressed in Section 1.3. The Work Plan shall also contain a description of activities the contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Agreement and the scheduled date for each such activity. The Work Plan shall, at a minimum, provide a description of the Scope of Services to be performed for each week throughout the Term, or by any other more specific periods or date the contractor selects.

Upon receipt of the Work Plan, THEA will review the plan and meet with the contractor to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

Based upon the Notice to Proceed date as defining the first day of the agreement year, the contractor shall submit an updated Work Plan to THEA at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage.

Contractor understands and acknowledges that the Work Plan is a tool for assessing and monitoring the Scope of Services performed by the contractor and is not intended by THEA to constrain or impede the contractor’s requirement to complete the work orders in a timely manner. While the Work Plan is required to be updated every three months, if a repair, replacement, or deficiency is identified, inclusion in the Work Plan shall not preclude said repair, replacement, or deficiency from being addressed by the contractor.

3.2 Director of Operations and Engineering

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, Maintenance Specifications or other Agreement Documents the term “Director of Operations and Engineering” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Director of Operations and Engineering who shall evaluate the contractor’s work for compliance with the Agreement Documents. The Director of Operations and Engineering has no duty to supervise or direct the performance of the Scope of Services, nor any responsibility or liability for the acts or omissions of the contractor or any subcontractor or supplier.

3.3 Coordination of Agreement Documents

The Scope of Services, THEA Maintenance Specifications and all supplementary documents are integral parts of the Agreement Documents and a requirement occurring in one document is as binding as though occurring in all documents. The Standard Specifications, (current edition at the time of Agreement execution) and the FDOT Standard Plans, (current edition at the time of Agreement execution), are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Scope of Services
2. THEA Maintenance Specifications
3. FDOT Standard Specifications, current edition at time of Agreement execution.
4. FDOT Standard Plans, current edition at the time of Agreement Execution.

Unless specifically allowed by the Director of Operations and Engineering, the Method of Measurement and the Basis of Payment articles in all sections of the FDOT Standard Specifications will not apply to this Agreement. All payments to the contractor will be based on the lump sum price amounts shown in the Price Proposal.

3.4 Traffic Control and Lane Closures

The contractor shall adhere to the requirements of Part 6 of the Florida Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD"). For operations requiring closure of travel lane(s), contractor shall comply with THEA Maintenance Specifications and FDOT Standard Plans.

The contractor will comply with THEA and local agency lane closure restrictions/requirements. In some locations this may require the work to be performed at night and/or weekends. A Lane Closure Request Form, to be provided by THEA, must be submitted and approved by THEA prior to commencement of work. No lane closures will be allowed within the work area weekdays from 5:00 AM to 9:00 AM and from 3:30 PM to 7:30 PM, unless approved in writing by the designated THEA Representative a minimum of 14 business days (no holidays) in advance, or in an emergency. A Maintenance of Traffic (MOT) plan will be required in advance of lane closures for THEA's review and approval. Actual lane closure restrictions will be determined on a case-by-case basis beforehand and may need to be modified for special events, e.g., Tampa Lightning home games, Gasparilla, etc.

The contractor shall utilize THEA's Lane Closure Notification System, One.Network for notification to other agencies and to the public.

The contractor shall contact THEA within one-quarter (1/4) hour regarding all emergency lane closures. THEA shall be given the cause and duration of all emergency lane closures.

The contractor shall keep the number of lane closures to an absolute minimum and shall keep each closure to the shortest time duration possible. Maximum distance of lane closures shall be no more than two (2) miles and there shall be a minimum distance of two (2) miles between lane closures in the same lane. Alternating lane closures will not be considered. No consecutive exit or entrance ramps may be closed unless expressly approved by THEA. THEA has the absolute authority to deny a lane closure by the contractor.

If, in the determination of the Director of Operations and Engineering, any permitted lane closure(s) causes extended traffic congestion, the contractor shall, at the direction of the Director of Operations and Engineering, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Operations and Engineering.

The contractor understands that delay costs to the public will result if all lanes are not open to traffic within the time constraints approved by the Director of Operations and Engineering for each lane closure request as referenced above. The contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic within the time constraints approved by the Director of

Operations and Engineering for each lane closure request as referenced above. A lane rental fee will be assessed on the contractor in the amount of \$200 per lane/ramp for each minute that any lane/ramp is not open to traffic.

Lane rental fees will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Operations and Engineering. THEA shall have the right to apply as payment on such damages any money which is due to the contractor by THEA. At the discretion of the Director of Operations and Engineering, lane rental fees 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.

Lanes closures on all local or state roads not a part of the Selmon Expressway System shall be coordinated with and approved by the appropriate local or state governmental agency, such as Hillsborough County, City of Tampa, FDOT, FTE, etc.

3.5 Other Work

If activities by THEA or other parties occur near or within the work locations, the contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract prices because of deletion of work items or delay because of activities by others.

3.6 Subcontractors

The contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Agreement or any portion thereof without the prior written consent of THEA which may be withheld in THEA's sole and absolute discretion. A list of approved subcontractors shall be made a part of the Agreement. Subsequent to the execution of the Agreement, any additions to the list will require prior written approval by the Director of Operations and Engineering. No such subcontract shall be executed by the contractor until Board approval is given. Refer to Article 17, Subletting and Assignment, in the Agreement for additional requirements.

Promptly upon request of THEA, the contractor shall remove from the activities associated with or related to the performance of Scope of Services under the Agreement any subcontractor, at any tier, whom THEA considers unsuitable for the performance of such Scope of Services. Such subcontractor shall not be reassigned to perform any work relating to the Scope of Services except with the express written consent of THEA.

4.0 Permits, Notifications and Fees

- 4.0.1 Unless otherwise specified, contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the contractor's operations. contractor will be responsible for obtaining permits, as necessary, for routine and non-routine maintenance activities under its control. Existing environmental permits and meeting permit conditions for storm water retention and wetland mitigation sites will be addressed by others for inspections and monitoring; however, any maintenance items identified by inspections and monitoring, excluding wetland planting, will be performed by the contractor. Those permits issued by THEA for activities by utility companies and developers within THEA's road right-of-way (e.g.

drainage and/or driveway connections) will continue to be issued by THEA.

- 4.0.2 The contractor shall be responsible for all fees associated with the performance of the Agreement. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the contractor will be presumed to have been included in the Contract lump sum prices for the items of work in the Agreement.
- 4.0.3 No Services shall be performed under the provisions of the Agreement on any properties outside the limits of THEA-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the contractor and shall identify the provisions under which such Scope of Services are to be performed. The contractor shall provide a copy of the written permission to THEA.

Permissions obtained shall not constitute assumption of liability by THEA nor relieve the contractor of its liabilities.

4.1 Hazardous or Toxic Waste, Pollutants

- 4.1.1 When the contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants, such operations shall be discontinued in the vicinity of the abnormal condition, and the Director of Operations and Engineering shall be notified immediately, but no more than sixty (60) minutes from discovery of such abnormal condition. The presence of tanks or barrels, discolored earth, metal, wood, groundwater, etc., visible fumes, abnormal odors, excessively hot earth, smoke, or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.
- 4.1.2 Contractor shall take any and all actions reasonably necessary to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The contractor's operations in the affected area shall not resume until so directed by the Director of Operations and Engineering in writing.
- 4.1.3 Disposition of the hazardous substance, toxic waste, or pollutant shall be made in accordance with the laws, requirements, and regulations of any local, state, or federal agency having jurisdiction. Where the contractor performs Scope of Services necessary to dispose of a hazardous substance, toxic waste, or pollutant and the Agreement does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the Scope of Services being performed.

4.2 Responsibility for Damages

The contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the contractor's maintenance or other Scope of Services performed pursuant to the Agreement. Any damages occurring to such properties caused by the acts or omissions of contractor (or its employees, agents, or invitees) shall be immediately repaired at the expense of the contractor to a condition similar or equal to that existing before such damage occurred which repair shall be conducted to the reasonable satisfaction of THEA.

4.3 Safety

4.3.1 General: The contractor shall comply with all federal, state, and local laws, by-laws, ordinances, rules, and regulations which control the action or operation of those engaged or employed in the Scope of Services or which affect materials used by the contractor in the performance of the Scope of Services.

4.3.2 Occupational Safety and Health Requirements: The contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons including employees of both the contractor, THEA, and all of its officers, agents, and consultants) until the Scope of Services have been completed and accepted by THEA.

The contractor and all subcontractors shall not allow any person employed in the performance of the Scope of Services to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

4.3.3 The contractor shall ensure that its workers and subcontractors at all tiers use vests/garments in conformance with the FDOT Standard Plans. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.3.4 All vehicles used during the performance of the Scope of Services shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible. All vehicles shall be marked with the contractor's or any tier subcontractor's name and/or logo on both sides of the vehicle in a font easily read from a distance of 15 feet.

4.4 Contractor's Responsibility for Work

Until acceptance by the Director of Operations and Engineering, the results of the maintenance or other Scope of Services shall be under the charge and custody of the contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage THEA may, at its discretion, reimburse the contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.5 **SMALL BUSINESS ENTERPRISE (SBE) POLICY:**

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's.

1.1.1 **SBE Policy:**

Businesses contracting with THEA must have or adopt a similar non-discrimination policy.

THEA's SBE Policy defines an "SBE" as a business enterprise that has obtained the required registration or certification from any of the following governmental entities in any one of the categories listed below:

- 1.1.1.0 Hillsborough County as MBE, SBE, or WBE
- 1.1.1.1 City of Tampa as MBE, SBE or WBE
- 1.1.1.2 Florida Department of Transportation as a DBE
- 1.1.1.3 State of Florida as an MBE as defined in Section 288.703(2), Florida Statutes or as an SBE as defined in Section 288.703(1), Florida Statutes
- 1.1.1.4 Small Business Administration as an SBE or SBA 8(a)
- 1.1.1.5 Other governmental entities in the Greater Tampa Bay Area as a DBE, MBE, SBE or WBE. (Greater Tampa Bay area means Hillsborough, Pinellas, Polk, Pasco, and Manatee Counties)

Respondent shall submit a completed Anticipated SBE Participation Statement which shall provide the details of Respondent's anticipated utilization of SBE Respondents during the performance of this consulting services agreement. A copy of the required **ANTICIPATED SBE PARTICIPATION STATEMENT** is contained in Section C as **Form 8**.

Respondent's failure to complete and submit all forms required in accordance with Paragraph 2.16 to document its efforts to solicit and utilize SBE Respondents shall be cause for determining the Respondent non-responsive to the RFP.

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Beginning Work

The contractor shall commence work as of the date established in the Notice to Proceed. The Term of the Agreement will begin on the date established in the Notice to Proceed.

5.2 Status of Work

The contractor shall keep the Director of Operations and Engineering advised as to the status of the Scope of Services being completed by the contractor and the details thereof on a daily basis. E-mail locations of work crews shall be sent to designated THEA maintenance personnel indicating roadway, start and proposed end location by mile post for each major work activity. Coordination shall be maintained by the contractor with the Director of Operations and Engineering. The Director of Operations and Engineering or contractor may request and be granted a conference with the other party.

5.3 Maintenance Operations

5.3.1 The contractor shall be available 24 hours a day, 7 days a week, 52 weeks a year. The contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

5.3.2 Regular time is defined as 7:00 a.m. to 5:00 p.m., Monday through Friday excluding holidays

(Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, Independence Day or Labor Day). When any of these holidays fall on a Sunday, no work under the Agreement shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Note: THEA follows Hillsborough County holiday schedule - these days are subject to change.

- 5.3.3 Special time is defined as 5:00 p.m. to 7:00 a.m., Monday through Friday, and all-day Saturdays, Sundays, and holidays. For special operations, night work may be allowed between the hours of 5:00 p.m. to 7:00 a.m., with proper lighting, if so, authorized by the written approval of the Director of Operations and Engineering (e-mail may be used).
- 5.3.4 No Scope of Services shall be performed when weather conditions limit good visibility to less than five hundred (500) feet. The Scope of Services may only be performed during prohibited times with written permission from the Director of Operations and Engineering or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.
- 5.3.5 Prior to beginning maintenance operations, the contractor shall submit to the Director of Operations and Engineering, for approval, a PDF copy of the contractor's proposed plan and methods for performing the required highway and bridge maintenance work, including a listing of equipment and personnel anticipated for use. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic in the travel lanes and local roadways. The contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.
- 5.3.6 All contractors, subcontractors, and second-tier subcontractors' vehicles shall have a clear identification of the company they represent. All contractor, subcontractor, and second-tier subcontractor employees requiring access to any THEA facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to THEA prior to beginning work under the Agreement. Any employee not on the contractor's list and not having the proper photo identification will not be allowed access to facilities.
- 5.3.7 The contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible and outside of the "Clear Zone" as defined in the FDOT Standard Plans. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.
- 5.3.8 In circumstances where the Scope of Services have assigned to them a specific time increment within which to accomplish the task (if any), the Director of Operations and Engineering may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the contractor. Extensions will not be granted for delays due to the fault or negligence of the contractor.
- 5.3.9 THEA will advise the contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the contractor to arrive at the site after notification) shall be 1 hour regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions

to compensation for work performed according to the following reduction schedule:

- a. Up to 1 hour late - \$100.00 reduction.
- b. More than 1 hour late - \$200.00 reduction.
- c. For each additional hour late - \$200.00 reduction

The reduction will not be assessed if the contractor can demonstrate to the satisfaction of the Director of Operations and Engineering, in his sole and absolute discretion, that the delay was the result of events beyond the control of the contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this sub article.

No extension of the emergency response time will be granted by THEA due to travel distance requirements of the response crew.

5.4.0 With the exception of Mowing, the contractor may request time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather. Delays due to inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the contractor from productively performing controlling items of work (Key Items shown on the contractor Work Plan (Article 3.1) or daily Work Schedule (Article 2.7.2), resulting in either:

- (a) The contractor being unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items due to adverse weather conditions, or
- (b) The contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the contractor, and provided that the contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Operations and Engineering will monitor the effects of weather and if deemed justified, in his sole and absolute discretion, recommend time extensions for performance of the Scope of Services. The contractor will not be required to submit a request for additional time due to the effects of weather unless the contractor disputes the additional time granted by THEA.

6.0 SUSPENSION OF THE SERVICES

THEA reserves the right (as may be exercised from time to time) to suspend the maintenance activities and Scope of Services covered by the Agreement, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

THEA anticipates future roadway and bridge construction in the Agreement limits which could also result in suspension of the Scope of Services. Upon written direction from the Director of Operations

and Engineering, the contractor shall reduce roadway maintenance activities in the construction areas designated by THEA until such time as the suspension is lifted. The only maintenance Scope of Services that shall be performed by the contractor in the designated areas are litter / debris removal, herbicide applications and emergency response. Payment to the contractor will be reduced based on the pro-rata share of the affected Pay Item(s) value for the work not performed.

7.0 LIQUIDATED DAMAGES

7.01 Contractor and THEA recognize that, since time is of the essence for the performance of the Scope of Services under this Agreement, THEA will suffer financial loss if the Scope of Services are not performed within the time specified in the Agreement, as said time may be adjusted as provided for herein. In such event, the total amount of THEA's damages will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that THEA receive liquidated damages from contractor, if contractor fails to perform the Scope of Services within the time periods set forth in the Agreement. The contractor (or in the circumstance of the contractor default, the surety) shall pay to THEA, not as a penalty but as liquidated damages per the following Performance Failure schedule (PF) for failure of the contractor to complete the Scope of Services and Key Performance Items within the time stipulated in the purchase order work order or maintenance specifications or within such additional time as may have been granted by THEA (the "Liquidated Damages"):

PF-1 \$100 per Task/Item per Day
PF-2 \$500 per Task/Item per Day
PF-3 \$1000 per Task/Item per Day

It shall be the responsibility of the contractor to schedule the Scope of Services in a manner that prevents delays, stoppages and rework.

The contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of THEA's actual damages at the time of contracting if the contractor fails to perform the Scope of Services within the time specified herein.

7.02 For all work, regardless of whether the performance time is stipulated in calendar days or working days, liquidated damage charges will be assessed in calendar days, starting with the first day following the day the subject Task / Item was due to be completed.

7.03 Permitting the contractor to continue and to finish the Scope of Services, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of THEA of the Liquidated Damages due under the Agreement.

7.04 In the event of default by the contractor and the completion of the Scope of Services by THEA or by another contractor retained by THEA, the contractor and the contractor's surety shall be liable for the Liquidated Damages under the Agreement until either THEA releases the default or the Scope of Services resume under the Contract Surety. No Liquidated Damages shall be chargeable for any delay in the final completion of the Scope of Services due to any unreasonable action or delay on the part of THEA.

7.05 The Scope of Services will be considered completed when all Scope of Services have been accepted by the Director of Operations and Engineering. THEA reserves the right deduct any

Liquidated Damages prescribed in this subsection from any unpaid amounts then or thereafter due contractor under the Agreement and any liquidated damages not so deducted shall be payable to THEA by contractor upon demand by THEA plus interest from the date of demand at the maximum legal rate of interest until paid.

- 7.06 It is further mutually understood and agreed that THEA's assessment of liquidated damages for delays is intended to compensate THEA solely if contractor fails to timely perform the Scope of Services in accordance with the terms of this Agreement and shall not release the contractor from liability from any other breach of Agreement requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, THEA instead shall be entitled to recover those actual delay damages that it sustained as a result of the contractor's failure to perform the Scope of Services.

8.0 SALES AND USE TAXES

Performance of the Scope of Services under the Agreement is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the contractor's Price Proposal.

9.0 BINDING ARBITRATION

All claims, disputes and controversies between THEA and the contractor arising out of or related to the Agreement 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 pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. 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.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Agreement 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 THEA and contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the contractor shall provide

and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between THEA and contractor involves the work of a subcontractor, either THEA or contractor may join such subcontractor 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 subcontractor or supplier, and against THEA or any of its consultants that does not otherwise exist.

In connection with the arbitration proceedings, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

10.0 EVALUATION AND ACCEPTANCE OF SERVICES

The performance of the contractor under the terms of the Agreement will be subject to review by THEA. Reworking required due to contractor negligence, omission, or inadequate performance will be the responsibility of the contractor. No additional payment will be due the contractor for the reworking of non-acceptable areas or Scope of Services.

For roadway maintenance Scope of Services, the major criterion used by THEA for evaluating the contractor's performance and acceptability of the completed Scope of Services will be compliance with the Contract Specifications. In addition, THEA will also utilize the average "score" given to the roadway features, roadside features, traffic services features, vegetation/aesthetic (exclusive of landscape areas maintained by others) and drainage by THEA through its annual MRP. THEA will use the current FDOT weighted scoring system when evaluating the roadway system. The areas underneath the Selmon Expressway Overpasses shall be included in the MRP ratings. The contractor shall achieve and maintain an overall minimum MRP of 91 for S.R. 618, S.R.618A, S.R.628 and Meridian Avenue and Brandon Feeder Roads. Each element (roadway, roadside, traffic services, drainage and vegetation/aesthetics) shall have a minimum rating of five (5) points below the current required score. THEA will perform the MRP rating three (3) times per agreement year.

A random number system generating up to sixty (60) locations by mile post designation, in accordance with the SLD plans, shall be implemented for each MRP period. THEA shall provide the date they will conduct the MRP survey to the contractor with at least seventy-two (72) hours' notice. On the date of the survey, the random points will be laid out as the survey is performed. The MRP coding and source calculation sheets will be completed and certified and within five (5) business days, following the survey, submitted to contractor. The MRP rating shall be performed using the criteria in the MRP Handbook. THEA will certify the accuracy of each MRP rating and score. THEA reserves the right to perform interim MRP evaluations outside of the prescribed procedure for informational purposes. These interim MRP scores will be shared with the contractor.

Notwithstanding the foregoing, the MRP score is not the only evaluation criterion that THEA will use to evaluate contractor's performance of the Scope of Services. In no event shall the contractor's attainment of the required scores for each roadway relieve the contractor from its responsibility to constantly monitor and maintain the roadways and all of their elements and characteristics to ensure compliance with the Contract Standards set forth herein for the Key Performance Standards. For example, with regard to vegetation/aesthetics, THEA expects the contractor to keep all roadways under this Agreement virtually litter free on a daily basis and to ensure that all turf areas have a pleasing and presentable appearance at all times. THEA further expects the contractor to be sensitive to the needs and perceptions of THEA's customers who feel that paying a toll to use a roadway entitles them to a ride that is not only safe, but also pleasing to the eye, smooth and comfortable.

Contractor understands and agrees that the compensation anticipated to be paid to contractor is based on the expectation that the contractor will attain the required MRP rating for the roadways. Beginning with the first four-month period, THEA will withhold from monies due the contractor an amount equal to one percent (1%) of the cumulative amount of four (4) months payments for each point below an overall MRP of 91. THEA will withhold from monies due the contractor an amount equal to one-half of one percent (.5%) of the cumulative amount of four (4) months payments for each point below 89 on any element rating. THEA will withhold from monies due the contractor an amount equal to one-tenth of one percent (0.10%) of the cumulative amount of four (4) months payments for each percentage point below 80 on any characteristic rating with the exception of striping lighting and signs. For these characteristics, monies will be withheld for any rating below the following:

Striping	95
Signs < 30 sf	90
Signs > 30 sf	90
Lighting	85

If a characteristic falling below 80 is rated on fewer than 10 inspection points, THEA will conduct a supplemental inspection of those characteristics to provide a minimum of 10 points for evaluation.

The monies withheld by THEA will be placed in the Purchase Order Allowance for use at THEA's sole discretion to cover the cost of additional work. Any amount remaining in the Purchase Order Allowance at the end of the Agreement term will remain the property of THEA.

11.0 COMPENSATION

Compensation will be a combination of:

1. Routine Maintenance Items: Bid components paid on a lump sum basis and invoiced monthly as identified in the Scope.
2. Additional Routine, Non-Routine, and Specialty Services: Additional work performed by the contractor as requested by THEA above and beyond that required in the Scope of Services. These additional services shall be authorized as a Purchase Order by THEA prior to commencement. Lump Sum Prices are envisioned as a simplified method of payment for extra work activities. contractor mark-up for these activities shall not exceed ten percent (10%). Pass-through type extra work items are not guaranteed. THEA reserves the right to acquire additional "out- side" bids to perform such work not included in the scope.
 - a. Additional services will be paid on lump sum prices submitted by the contractor and negotiated with THEA. Lump sum prices given by the contractor shall include all items for a complete activity, including but not limited to materials, labor, equipment, engineering and administrative costs. Maintenance of these additional improvements shall be included under Routine Maintenance.
 - b. Pass-through Payment: Additional services (typically specialty contractor services) will be paid based on actual cost plus administrative and management fee as stipulated in the FY 2024-25 Florida Department of Transportation Standard Specifications for Road

and Bridge Construction Section 4-3.2.1 (Allowable Cost for Extra Work).

3. All requirements of this scope of services and any exhibit, attachments or referenced materials shall be considered part of the lump sum prices unless specifically identified as Additional Services. Items indicated as Additional Services in the bid tabulation sheet may be exercised by THEA at the time of NTP or at any time during the course of the agreement.
4. The duration of the agreement will be three (3) years with two (2) renewal option consisting of 1 (1) additional year. If the renewal option is offered by THEA, THEA will, for inflation, add an additional two percent (2%) of the total original lump sum price. Unit costs will also receive a two percent (2%) increase. It shall be the contractor's option to accept a renewal, if offered, at these terms. The contractor shall indicate willingness to renew no less than ten (10) months prior to expiration of current agreement term.
5. No negotiations for additional compensation beyond the provisions of this document shall be undertaken at the time of renewal.
6. The lump sum fee shall be paid out monthly. The contractor will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway area of all work completed.

11.1 Contract Adjustments

THEA will consider claims for additional compensation on an annual basis when compliance with a change to the FDOT Statewide Maintenance Programs or a change to a specification or procedure within this Scope causes a substantial documented economic impact on the contractor in a single year exceeding five percent (5%) of the annual contract amount. The five percent (5%) is not cumulative year to year. Similarly, THEA may reduce the fee based on the changes above. Documents provided as to THEA Inventory should be considered a reasonable approximation and no additional compensation will be provided due to discrepancies in the inventory with actual quantities or conditions.

The contractor will not receive any additional compensation for associated roadway maintenance of projects completed by THEA construction or other agency construction, or assumed by THEA through inter-agency agreement unless the requirements detailed below are met. Should reductions as detailed below occur there shall be a corresponding decrease in Lump Sum compensation.

- a. An increase or decrease in THEA centerline miles is achieved. Ramps, Access Roads and CD Collector Ramps or additional lane miles shall not constitute a centerline mile increase. Qualifying centerline mile increases shall be paid as a pro-rata increase to the lump sum payments for Routine Maintenance Services relative to the total centerline miles on THEA system at the time of Notice to Proceed (NTP).
- b. An increase or decrease in the total THEA bridge inventory in excess of current inventory. Increases in structures other than bridges shall not qualify. Qualifying bridge inventory increases shall be paid as a pro-rata increase to the lump sum payments for Routine Maintenance Services relative to the total projected bridge inventory at the time

of NTP.

- c. An increase or decrease in the total acreage of area under responsible control by THEA. Adjustments shall be made as a pro-rata increase/decrease to the lump sum payments for Routine Maintenance Services.
- d. Monthly lump sum payments shall be adjusted for active construction projects by others where routine maintenance is not performed by the asset maintenance contractor. However, the contractor shall respond to incidents and emergencies in the construction areas as stipulated in the contract. These adjustments shall be based on prorating the time within the affected month that routine maintenance could not be applied, and by the length of the construction zone in respect to the overall length of the expressway system in accordance to current FDOT straight line diagrams and provisions within item 1 above.

INSURANCE REQUIREMENTS, COVERAGES and LIMITS

for

Tampa-Hillsborough County Expressway Authority

Contractors, contractors and vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway, "THEA" are required to maintain adequate insurance coverages and provide insurance certification to THEA.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under the contract.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Contract" between THEA and "Name of Insured" and shall state the contract number assigned for the agreement between THEA and the INSURED.
- 6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of this agreement, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the agreement, the insurance will commence on or prior to the effective date of the agreement and will be maintained in force throughout the duration of the agreement. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the agreement, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this agreement.
- 9) INSURED authorizes THEA to verify its insurance information with its insurance

agents, brokers, surety, and insurance carriers. At THEA's request, INSURED shall provide copies of the policies at no cost to THEA, subject to redaction by the INSURED of any proprietary information.

- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in this agreement.
- 11) The insurance coverages and limits required of the INSURED under this agreement are designed to meet the minimum requirements of THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide THEA with thirty (30) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this agreement, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough County Expressway
Authority, (THEA) Contracts &
Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the agreement. Neither the approval by the THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by this agreement.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in this agreement, THEA may terminate or suspend this agreement, or, at THEA's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this agreement.
- 15) INSURED shall fully comply with the insurance requirements of this agreement unless excused in writing by THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the agreement, there are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to THEA without restrictive endorsement.

- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the agreement until the required insurance is in force, preliminary evidence of insurance acceptable to the THEA has been provided to THEA and THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the agreement.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA's review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under this agreement.
- 20) All insurance minimum coverages limits extend to any Subcontractor and the Prime INSURED is responsible for all Subcontractors.

B. INSURANCE COVERAGES and LIMITS:

For the term of this agreement the INSURED shall procure and maintain insurances of the types and limits specified herein.

- 1) **Workers' Compensation and Employers' Liability Insurance** - The minimum limits of Worker's Compensation/Employer's Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Workers' Compensation Requirements	Florida Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

- 2) **Commercial General Liability Insurance** - The minimum limits of Commercial General Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
Personal Injury	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

The General Aggregate Limit must be specifically applicable to the agreement between THEA and the INSURED.

The Certificate must reflect whether the policy is "claims made" or "occurrence".

Products & Completed Operations coverages to be maintained for three (3) years after final completion of the work under this agreement.

- 3) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	\$1,000,000
Bodily Injury & Property Damage Combined	\$1,000,000

- 4) **Umbrella Liability Insurance or Excess Liability Insurance** – Umbrella Liability Insurance or Excess Liability Insurance must provide the same coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits.

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to this agreement)	\$2,000,000
Aggregate (not specific to this agreement)	\$1,000,000

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”.**

The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by THEA are:

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and THEA has accepted the services under this agreement.

- 6) **Fiduciary Liability Insurance** - The minimum limits of Fiduciary Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by THEA are:

Each Claim	\$5,000,000
Aggregate	\$5,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by THEA in writing. These coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and THEA has accepted the services under this agreement.

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the LOR Instructions and Submittal Documents package at Section A, Paragraph 2.17.

If required, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverages (inclusive of any amount provided by an umbrella or excess

policy) for liability resulting from pollution or other environmental impairment in connection with operations performed by or on behalf of INSURED under this agreement or the use or occupancy of THEA premises by or on behalf of the INSURED are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN
DISTRIBUTION FORM**

Exempt Documents being requested or received are included in those exempt from public disclosure as provided by Section 119.071(3)(b), Florida Statutes (Attached). **Security System Plans** being requested are confidential and exempt as provided by Section 119.071(3)(a), Florida Statutes (Attached). The Exempt Documents relate to work being performed for or required by the Tampa-Hillsborough County Expressway Authority (THEA) or work related to the Authority's structures. The following information is being provided as a record of this request or receipt, the Proposer's certifications herein, and distribution of the Exempt Documents or Security System Plans.

Completion of this form and a signature is required before information will be released (* Indicates Required to Obtain Security System Plans):

A. Entity Requesting/Receiving Documents: (Provide Full Name of Entity)

Architect: _____

Engineer: _____

Contractor: _____

Other: _____

B. Name of person receiving Exempt Documents / Security Plans: (Printed): _____

Title: _____

Signature: _____ Date: _____

Email: _____ **FL PE License No. (if applicable):** _____

Drivers License or photo identification number of recipient: _____

C. Name of Entity intending to Propose on RFP O-0622: _____

D. Relationship of Person receiving Exempt Documents if not employee of Entity intending to Propose on RFP: _

-

E. Reason for Request/Intended Use: _____

F. RECIPIENT CERTIFICATION: I, personally, and as authorized representative of the above Proposer entity, fully understand (check the applicable certification block)

the exempt nature of the Exempt Documents I am receiving and agree to maintain the exempt status of this information in accordance with Florida law.

the confidential and exempt nature of the Security System Plans I am receiving and agree to maintain the confidential and exempt status of these Security System Plans in accordance with Florida law.

G. THEA Employee Providing Exempt Documents or Security Plans:

THEA Office: _____ Employee Name: _____

H. Signature of THEA Employee Authorizing Distribution: _____ Date: _____

Provider's Signature (if different than person authorizing distribution): _____

I. Method of delivery: Pick-up by Requestor

Date Provided: _____

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN
DISTRIBUTION FORM**

THEA MODIFIED 050-
020-26 STATE
HIGHWAY ENGINEER
07/22 Page 2 of 2

EXEMPT DOCUMENTS - Section 119.071(3)(b), Florida Statutes, provides:

Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

SECURITY SYSTEM PLAN - Section 119.071(3)(a), Florida Statutes, provides:

As used in this paragraph, the term "security system plan" includes all Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; Threat assessments conducted by any agency or any private entity; Threat response plans; Emergency evacuation plans; Sheltering arrangements; or Manuals for security personnel, emergency equipment, or security training. A security system plan or portion thereof for: Any property owned by or leased to the state or any of its political subdivisions; or Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph. Information made confidential and exempt by this paragraph may be disclosed by the custodian of public records to The property owner or leaseholder; or Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

Price Proposal Form

Project: _____

Project Number: _____

Having carefully examining the Asset Maintenance Services RFP, required forms, exhibits and references of the above project, as well as the premises and the conditions affecting the work, the undersigned proposed to furnish all labor and materials called for by them and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents the prices presented in the price schedules included in this Price Proposal Form.

<u>WORK YEARS</u>	<u>UNIT</u>	<u>PRICE</u>
Year 1	Lump Sum (LS)	\$ _____
Year 2	Lump Sum (LS)	\$ _____
Year 3	Lump Sum (LS)	\$ _____
Total: \$ _____		

<u>OPTIONAL WORK YEARS</u>	<u>UNIT</u>	<u>PRICE</u>
Optional Year 4	Lump Sum (LS)	\$ _____
Optional Year 5	Lump Sum (LS)	\$ _____
Total: \$ _____		

The total lump sum bid price for the five years of the total contract \$ _____, comprised of the above elements.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date)

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY
MAINTENANCE SPECIFICATIONS

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Attachment 1 ROADSIDE AND SLOPE MOWING

1.0 Description

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to perform routine mowing of grassed or vegetated roadside / slope areas located within the project limits including litter removal and disposal.
- 1.2 The work described herein includes the routine mowing of grassed or vegetated roadside, median, and slope areas within the project limits with conventional high production style mowing equipment, small machine mowing equipment, and specialized equipment and/ or string trimming as necessary. Vegetation shall consist of all grass, part grass and part succulent weed growth, or all succulent weed growth within the area to be mowed.
- 1.3 Apply Orthene (or equal approved by the Director of Operations and Engineering) insecticide to all fire ant mounds located within turf areas adjacent to paving edge, guardrails, fence lines and all other roadside / drainage structures during each roadside mowing cycle and as directed by the Director of Operations and Engineering to control fire ants when mounds form above normal ground line in mowed turf areas. Applications shall be performed during each mowing cycle. Previously treated, non-active mounds shall be knocked down and the soil either blown off paving or evenly distributed in turf areas during the following mowing cycle. Method of application and dosage shall be as recommended by the manufacturer. Submit product label, MSDS sheet, and proposed application method and rate to Director of Operations and Engineering for approval prior to use. Daily pesticide application reports shall be collected and submitted to the Director of Operations and Engineering on a weekly basis.

2.0 Types of Mowing Areas

- 2.1 “Roadside mowing” is defined as the mowing of all grassed and vegetated areas of shoulders, medians, ramps, all front and back slopes of less than 3:1 including retention areas, roadside ditch bottoms (both wet and dry), around retention ponds to water line (at time of each mowing cycle), dry retention areas, out parcels, raised roadside and median islands, along right of way fence line maintenance strips, various width utility strips (defined as the top of slope behind the guardrail), and similar areas as designated by the Director of Operations and Engineering. Roadside mowing shall also include the edging behind curb, gutter and sidewalk at ramps, ramp plazas and toll gantries.
- 2.2 Utility strips shall be mowed in conjunction with roadside mowing cycle. Grasses behind guardrail adjacent to slope mowing areas shall also be mowed during each roadside mowing cycle and shall be mowed to a minimum horizontal distance

- 2.3 of five (5) feet from the back of the guardrail or to the top of the slope mowing area, whichever is greater. The grasses shall be mowed to a 6-inch height and shall be maintained so as not to exceed the height of the bottom of the guardrail. The intent of specification is to have no visible grasses above the guardrail.
- 2.4 “Slope mowing” is defined as the mowing of all grassed and vegetated areas of slopes greater or steeper than 3:1, e.g., steep slopes, canal banks, etc. Perform slope mowing using equipment that will not cause damage to the slopes or other vegetated areas.

3.0 Quantity and Frequency of Mowing

- 3.1 The mowing cycles specified represent the type of mowing to be accomplished (roadside or slope as defined in sections 2.1 or 2.2). The area and limits of each type of mowing will be determined by the Contract.
- 3.2 The Contractor shall perform each mowing cycle in accordance with the Contractor’s approved Work Plan unless directed otherwise by the Director of Operations and Engineering. “Roadside mowing cycles” and “Slope mowing cycles” shall be performed twelve (12) times per year.

The number of roadside mowing cycles and slope mowing cycles performed per year may be increased or decreased as directed by the Director of Operations and Engineering.

- 3.3 Each roadside / slope mowing cycle shall begin on the first day of each month unless directed otherwise by the Director of Operations and Engineering. Each roadside / slope mowing cycle shall be completed in its entirety within twenty-eight (28) calendar days of the beginning of each cycle including any weather conditions and correction of deficiencies identified by THEA staff. THEA will not grant additional cycle time for weather conditions or correction of mowing deficiencies. Incomplete roadside or slope mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles. Failure to complete a given cycle within the time frames above will result in a Liquidated Damage PF-3 (See Scope of Services 7.01). Incomplete roadside or slope mowing cycles shall not delay the start and successful completion of subsequent scheduled cycles.

4.0 Equipment

- 4.1 All equipment shall be subject to inspection by the Director of Operations and Engineering at any time. Properly maintain safety devices, as described in the Scope of Services, at all times.
- 4.2 If the Director of Operations and Engineering determines that equipment is

deficient in safety devices, the Contractor will be notified immediately. Remove the equipment from service until the deficiency is corrected to the satisfaction of the Director of Operations and Engineering.

- 4.3 Inspection of the Contractor's equipment by the Director of Operations and Engineering shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.
- 4.4 Equipment which damages the pavement or turf in any way will not be allowed. Repair all damage caused by the Contractor's equipment to the satisfaction of the Director of Operations and Engineering and at no cost to THEA. Repairs to pavement or turf shall be completed within 14 days after the damage occurs and/or is identified by the Director of Operations and Engineering. Payment for mowing will be withheld until required repairs/replacements have been completed and accepted.

5.0 Mowing Equipment

- 5.1 The roadside and slope mowing equipment shall be in good repair and capable of producing a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings. Slope mowing equipment shall be capable of a clean, sharp cut (minimum 6" height) with uniform distribution of the cuttings without damaging or compromising the integrity of the slope.
- 5.2 The Contractor shall furnish all labor, material & equipment of the type and quantity necessary to perform the work satisfactorily within the time specified herein. Any additional labor, material & equipment needed to complete the mowing cycles in accordance with the Work Plan shall be provided by the Contractor at no additional cost to THEA.
- 5.3 Furnish specialized equipment for the use when conventional mowing equipment is unable to reach wet mowing areas. Boom, arm, or other specialized equipment with sufficient reach shall be used at no additional cost to THEA.
- 5.4 All large tractors (Roadside Mowing) and all slope mowers shall be equipped with and actively tracked by GPS. The Contractor shall keep all tracking records and supply these records with their monthly invoice.

6.0 Method of Operations

6.1

- 6.2 At least 3 working days prior to the beginning of each month, the Contractor shall submit to the Director of Operations and Engineering, via email, a monthly schedule identifying proposed upcoming mowing cycle start, weekly progress, and ending dates and locations. Work progress interruptions due to equipment issues shall be communicated to the Director of Operations and Engineering, via

email, in the daily progress reports.

- 6.3 Each roadside and / or slope mowing cycle shall commence at the same starting location on the project and proceed continuously to the same completion location on the project. Each roadway corridor shall be mowed in its entirety before moving on to the next roadway corridor. On subsequent cycles, follow the pattern adopted for the first cycle unless the Director of Operations and Engineering specifically authorizes a change in the pattern.
- 6.4 Daily mowing cycle progress shall be resourced such that all mowing from Right of way to Right of Way limits progresses uniformly and is completed in its entirety from the beginning to the end of a roadway corridor area. Small mowers / trimming and edging work shall be performed before / ahead of large mower work within the roadway corridor area in which the Contractor is working. The Contractor shall provide sufficient manpower and equipment to ensure the small mowers / trimming / edging is performed within 2 working days of the large mower progress. Failure to resource this work within the time frame above will result in a Liquidated Damage PF-2 (See Scope of Services 7.01) for each occurrence.
- 6.5 Prior to the start of each cycle, the Contractor shall inspect and identify any areas where turf conditions, work by other THEA contractors, or any other circumstances could prevent required mowing. The Contractor shall immediately notify the Director of Operations and Engineering of the existing conditions and provide the Contractor's plan as to how to proceed. If such conditions are eliminated during the period designated for that mowing cycle, the Director of Operations and Engineering may require the Contractor to cut these areas as part of the cycle or have the areas mowed in the subsequent cycle. Grassed areas that are saturated or contain standing water shall not be mowed with equipment that will rut or damage the turf. These areas shall be mowed using the specialized equipment described in 5.3 above or chemical treatment that will not damage the turf. If a saturated area cannot be effectively mowed using specialized equipment or chemical treatment, the Contractor may request a waiver from the Director of Operations and Engineering to skip the affected area until the next mowing cycle.
- 6.6 Perform litter pick up immediately prior to the mowing operation to preclude the spread of litter. In the event litter is spread by mowing equipment, it shall be immediately (by the end of work shift) removed by contractor at no additional cost to THEA.

- 6.7 During mowing operations, the Director of Operations and Engineering shall inspect work being performed to determine Contract compliance. In the event of deficient work, the Contractor will be directed to re-perform any Contract required task without additional compensation, in the area(s) identified so that the total mowing cycle may be satisfactorily completed within the monthly mowing cycle time period. The Director of Operations and Engineering shall notify the Contractor, via email, of any identified deficiencies within twenty-four (24) hours of discovery.
- 6.8 Unless addressed elsewhere in this contract items damaged during mowing operations shall be repaired/replaced to the satisfaction of the Director of Operations and Engineering prior to the start of the next mowing cycle. Payment for mowing may be withheld until required repairs/replacements have been completed and accepted.

7.0 Limitation of Operation

- 7.1 When mowing within ten (10) feet of the travel way operate equipment in the direction of the traffic. This provision does not apply when the specific worksite is protected by flagmen and warning signs in accordance with the MUTCD.
- 7.2 Movement of equipment around the project site must be in accordance with requirements of the FDOT Standard Plans and not create an undue hazard to the traveling public or workers. Provide flagging and watchman service, or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.
- 7.3 When necessary for mowing equipment to cross the travel way, select a location that provides a minimum five hundred (500) feet of unobstructed sight distance. The mower operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings.
- 7.4 When necessary for mowing equipment to cross bridges, make the crossing on the shoulder. Keep such crossings to the minimum required to complete the work as specified.

8.0 Quality of Work

- 8.1 Mow all grass and vegetation to a height of six inches (6") with a maximum tolerance of one-half (1/2") inch plus or minus.

- 8.2 The accumulation or the piling of cuttings will not be permitted. Accumulations of cutting shall be evenly distributed throughout adjacent turf areas or removed and disposed of off-site.
- 8.3 Mow / trim grass and vegetation around landscape beds, installed buffers, and naturalized areas so as not to damage adjacent plant material and trees. Mow around landscaped areas so as not to discharge clippings into the planting areas. Do not discharge clippings into travel lanes or any paved areas including concrete ditches or flumes. Grass or clippings spread by the Contractor on paved areas or landscaped areas as a result of mowing operations shall be removed immediately.
- 8.4 Do not mow within one (1) foot of tree trunks and shrubs within installed buffer and naturalized areas with large or small machines. Only mow within this area with equipment that will not cause damage to the existing trees or shrubs.
- 8.5 During each mowing cycle, mow / trim around existing appurtenances to maintain grass and vegetation to height consistent with adjacent mowed turf areas or as directed by the Director of Operations and Engineering. Appurtenances shall include, but are not necessarily limited to, sign posts and bases, delineator posts, fences, guardrail or barrier walls, headwalls, end walls, pipes, drainage structures, roadway lighting poles, power poles, guy wires, landscape areas, etc. Mowing around appurtenances by small machine or by hand shall be coordinated with the large machine mowing to present a clean continuous appearance.

9.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 2 LITTER REMOVAL

1.0 Description

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to pick up, remove and dispose of litter and debris from the limits of the highway right of way from fence to fence to include ramp and pond areas owned by THEA. Litter removal services under this contract are provided through two means (Monthly Litter Removal Cycle & Daily Litter Patrol) as described below.
- 1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, dead animals, and other items not considered normal to the right-of-way.
- 1.3 The Contractor shall be responsible for the performance of its organization and completion of all work under this contract as set forth in these specifications and as directed by the Director of Operations and Engineering.
- 1.4 These specifications are end-result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. The Contractor's chosen method(s) shall not cause damage to THEA property / infrastructure or create a safety hazard for the travelling public.

2.0 Quantity and Frequency of Removal

- 2.1 The Monthly Litter Removal Cycle shall occur in advance of the mowing operation. The Contractor shall complete a minimum of twelve (12) litter removal cycles per year. The actual number of cycles may be increased or decreased as directed by the Director of Operations and Engineering.

For Daily Litter Patrol, provide sufficient full-time litter patrol crews to fully accomplish the requirements of Attachment 2. Each crew shall consist of at least one (1) dedicated laborer, one (1) dedicated vehicle, each with necessary equipment to remove debris from the Right of Way. The daily patrol shall consist of constant and complete round trips through the Contract area, from 7am to 5pm, six (5) days per week, fifty-two (52) weeks per year, each direction, both sides of the roadway and ramps, including landscaped areas removing and disposing of the debris, including dead animals, vehicle tires and any materials on the paved surfaces. Large items visible from the driving surface such as cardboard boxes, tire pieces, buckets, etc., laying in the turf or landscaped areas shall also be removed. Remove accumulated debris from drainage inlets to include but not limited to, plastic bottles, cans, paper, pine straw, and palm fronds. The Contractor shall keep the area within the project limits virtually litter free on a daily basis to ensure that all turf areas have a pleasing and presentable appearance at all times. Daily patrol vehicles shall be

equipped with GPS tracking. Payment will be made based upon GPS records demonstrating the required patrols have been completed. Failure to meet the above schedule will result in a Liquidated Damage PF-2 (See Scope of Services 5.5) per day, per vehicle.

3.0 Equipment

- 3.1 Equipment used to transport litter from the project site shall be constructed and operated to preclude distribution or loss of litter along the roadway.
- 3.2 All vehicles shall be equipped with safety equipment as described in the Scope of Services.
- 3.3 Specialized equipment designed for the mechanical removal of litter and debris may require additional safety devices in accordance with state and federal laws.

4.0 Disposal of Litter and Debris

- 4.1 Remove all litter and debris from the right-of-way at the end of each working day and dispose of at locations provided by the Contractor. CFX will allow dumpsters to be placed by the contractor for temporary storage at locations to be approved by the Director of Operations and Engineering Disposal shall be in accordance with applicable laws and regulations. Cost incurred for disposal shall be borne by the Contractor. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.
- 4.2 Provide at least two (2) 30 cubic yard roll-off dumpsters for tire/rubber and roadside debris at the THEA West and East Toll Plazas. The Contractor shall be responsible for the dumpster / debris haul off.

5.0 Quality of Work

- 5.1 Completed areas of work shall be free of litter and debris immediately after cleaning, as determined by the Director of Operations and Engineering. THEA owned and maintained property either within the Right of Way or outparcel, are expected to be kept clean of litter and debris on a daily basis.

Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Operations and Engineering or designated representative to be unacceptable shall be re-cleaned at no cost to THEA.

- 5.2 It is the intent of these specifications that cleaned areas are reasonably free of all litter and debris. It is not the intent to penalize the Contractor for litter and debris that may be deposited between the time an area is worked and when it is inspected.
- 5.3 The decision of the Director of Operations and Engineering as to

acceptance or rejection of an area will be final.

6.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 3 GUARDRAIL REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to remove, repair or replace damaged or destroyed sections of guardrail, realign panels, posts, blocks and anchorages and miscellaneous hardware.

1.2 Contractor Responsibilities

- 2.1 Replace damaged guardrail and accessories using materials of a like kind unless directed otherwise by the Director of Operations and Engineering or designated representative. Repair/restore any damaged or disturbed miscellaneous asphalt under guardrail and at posts.
- 2.2 All guardrails shall meet the design specifications in accordance with the FDOT Standard Plans unless directed otherwise by the Director of Operations and Engineering.
- 2.3 Use any salvageable materials within the limits of each work site in that work site at no additional cost to THEA.
- 2.4 Remove all debris, including the original guardrail materials, from the right of way at the end of each working day unless otherwise allowed by the Director of Operations and Engineering. All original guardrail materials removed and not used in the reinstallation shall become the property of the Contractor and shall be transported from THEA property and disposed of properly at locations provided by the Contractor unless otherwise directed by the Director of Operations and Engineering.
- 2.5 Damaged guardrail is required to be secured with maintenance of traffic in conformance with MUTCD and FDOT Standard Plans immediately upon discovery. The Contractor shall perform any work (temporary or permanent) necessary to provide a safe condition prior to leaving the location. Permanent repairs to damaged guardrail must be completed within 10 days, unless, due to the severity of damage, the Director of Operations and Engineering determines a shorter time frame is necessary. Failure to complete the repairs within the time frames above will result in a Liquidated Damage PF-3 (See Scope of Services 5.5) per location per day.
- 2.6 When directed by the Director of Operations and Engineering, apply a paint coating over galvanized structural members and over areas of previously

galvanized members on which the galvanizing has become significantly damaged. Use a galvanizing compound conforming to FDOT Specifications.

3.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 4 FENCE REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to repair and maintain THEA right-of-way and other THEA fences. Repairs may be necessary on both chain link (Type B), special vinyl coated chain link wire fabric and farm type (Type A) fencing.
- 1.2 Remove and replace or repair deteriorated, damaged, or destroyed fencing.
- 1.3 All fencing shall be cleared of all brush and vegetative growth either by hand or mechanical equipment in a manner that will not damage the fence. The intent is to have fences free of any vegetative matter. Include in the Annual Work Plan a schedule detailing the method and locations of fence clearing/cleaning operations. See Attachment 11 Chemical Control of Weeds and Grass for fence line herbicide requirements.
- 1.4 This work may consist of the removal, furnishing of materials, and replacement or mending of wire fabric, special vinyl coated chain link wire fabric, barbed wire, line posts, corner brace posts, braces and associated fasteners, gates and other hardware, for both chain link (Type B) and farm (Type A) fencing.

2.0 Contractor Responsibilities

- 2.1 Immediately (on the same day) secure any breach in the fence upon discovery or notification. Where possible, perform permanent repair to fence breaches and any damaged fence on the day of discovery. All fence breaches and damaged fence shall have permanent repairs completed within fourteen (14) calendar days. The Director of Operations and Engineering can extend the allowable repair time at his / her discretion. Failure to complete the repairs within the time frames above will result in a Liquidated Damage PF-2 (See Scope of Services 7.01) per location per day.
- 2.2 Obtain satisfactory permits or permission from property owners for any encroachments required to perform the work.
- 2.3 As part of this work and prior to the installation of the replacement fence, clear the alignment of all brush and/or vegetation as may be required. Clearing should extend to a width of at least two (2) feet on each side of the fence line but shall not go beyond the right-of-way line.

- 2.4 Mend or replace damaged fence and accessories using materials of a like kind. Contractor shall provide all necessary chains, and locks to secure all right-of-way gates with a THEA approved lock.
- 2.5 Perform installation in accordance with FDOT Standard Specifications and Standard Plans.
- 2.6 Remove all debris, including the original fence materials, from the right-of-way and dispose of at locations provided by the Contractor.
- 2.7 Replace all fence removed during any one working day during that same day. While the fence is down, provide continuous security to ensure that no automobiles or vehicles enter or exit the roadway from the temporarily unfenced area. Give specific attention to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.
- 2.8 All materials used in this work shall conform to the FDOT Standard Specifications.
- 2.9 Install replacement fence on the same alignment as the removed fence. Install the replacement fence or repairs at a uniform height and tension with all line and pull posts set in a vertical direction. Replace fence posts in kind.

3.0. Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 5
ROADWAY AND AESTHETIC LIGHTING MAINTENANCE AND REPAIR

1.0 Description

Provide all labor, equipment, materials and any incidentals to perform roadway lighting maintenance of the THEA Roadway Lighting System. THEA's Roadway Lighting System includes and is comprised of Conventional/Standard Lighting, High Mast Lighting, Sign Structure Lighting, Underdeck Lighting, Aesthetic / Decorative Pier, Bridge, and Retaining Wall Lighting, Load Centers and Lighting Control Cabinets and all associated peripherals, including electrical wiring and fiber optic cabling.

The Contractor or its subcontractor must possess a license to perform business as a certified or registered electrical contractor pursuant to Chapter 489, Part II, Florida Statutes. A copy of all applicable licenses must be submitted prior to performing any maintenance on THEA's system. All work must be managed by a Journeyman Electrician possessing a current license from the local municipality or county. All work must be supervised by an onsite certified International Municipal Signal Association (IMSA) Roadway Lighting Technician Level 1.

The Contractor must comply with all local licensing requirements and ordinances governing performance of the work. All work must be performed in accordance with the laws of the State, all municipal ordinances, all regulations and requirements of the Public Service Commission, the National Electrical Code, the National Electrical Safety Code, the FDOT Design Manual, the FDOT Standard Plans, and FDOT Standard Specifications current at the time of the Contract execution.

2.0 Contractor Responsibilities

2.1 Night Patrolling and Inspection

- A. Contractor must perform a nighttime patrol and inspection of the entire lighting system within the contract limits on the 1st and the 15th of each month. The Contractor shall identify all lighting outages by providing the associated light pole numbers or structure number and associated load center on the inspection report in a form that is acceptable to the Director of Operations and Engineering. Submit the completed inspection report along with an electronic file depicting the location of the lighting outage (KMZ or similar product) to THEA within twelve (12) hours after the completion of each patrol inspection.

Contractor must perform all work necessary to restore any outage(s) based on the results of the inspection. THEA expects all lights on the system to operate as designed. The Contractor must perform any and all repairs or replacements to the lighting system within 48 hours of

discovery or notification by THEA or its designee. Any repair or replacement to the lighting system that exceeds 48 hours, shall result in a Liquidated Damages PF-1 (See Scope of Services 7.01). This liquidated damage shall be applied per light that is out and will continue to be assessed until the repair and/or replacement is completed.

- B. Upon completion of each nighttime patrol and inspection, the Contractor must notify the Director of Operations and Engineering of any repairs required to make the High Mast Light Pole (HMLP) system functional. Provide a schedule for approval, when specialized equipment is required to perform repairs or replacements (i.e. high-reach crane, etc.). All repairs and replacements must be completed within 10 days after schedule is approved. Contractor shall provide all specialized equipment required to perform repairs or replacements.

2.2 Diagnostic and Repair Work

- A. Perform all diagnostic work at each pole, sign, underdeck, pier, bridge, retaining wall, load center and/or electrical circuit location as identified by the nighttime patrol and inspection or other identified outage.
- B. If through the Contractor's diagnosis it is determined that the problem is a routine or maintenance related item, as defined in section 2.3, the Contractor must perform such repairs or replacements at the same time as the diagnostic inspection. If the Contractor's diagnosis determines the problem is a major repair, as defined in section 2.5, the Contractor must submit a Diagnostic Work Report to the Director of Operations and Engineering.
- C. The Contractor must only use qualified personnel appropriate for the work.

2.3 Routine Maintenance

- A. Perform routine and maintenance functions and/or repairs at the same time diagnostic work is performed.
- B. Routine maintenance is defined as repairing, replacing, or cleaning any or all of the following items:
 - 1. Hardware, including but not limited to: hinges, latches, fasteners, locks, snaps, cover plates, inspection plates, pole caps, nuts, bolts, washers, grounding wires for metal pull box covers, and other small components.

2. Bird guards and reflectors.
3. Gaskets and filters.
4. Electrical shorts not requiring replacement of buried cable.
5. Lamp and photocell sockets (waterproof).
6. Tree trimming to allow servicing of lights.
7. All pole or structure wiring
8. Sign Lighting Bracket Arms.
9. Leveling of under-deck light fixtures or pole mast arms brackets.
10. Cleaning refractors (Glassware).
11. Drainage rock in pull boxes.
12. Electrical putty on ends of conduit.
13. Luminaire
14. Ballast / driver assembly.
15. Refractors (glassware).
16. Grounding wires, exothermic multi-shot cad weld kits and ground rods.
17. Fuses, Fuse Holders, High Mast Pole Breakers, Safety Switches, Surge Protectors/Arrestors, Sockets, and other such Electrical Components
18. Lighting control units (LCU's,) , photocells

19. train reliefs, silicone filled wire nuts, LED drivers, circuit breakers, surge arrestors/protectors at load centers, light louvers/shields, silicone sealant at electrical disconnects and lighting control cabinets, etc.
20. Grounding resistance checks on existing ground systems.

2.4 Reporting and Tagging

- A. The Contractor must maintain detailed Daily Field Work Reports for all crews. The reports must include detailed descriptions of all work performed at all locations and must contain all onsite staff positions and hours worked, vehicles/equipment used, a complete description of work performed, all pole/structure numbers and load centers worked on, quantity of parts and wiring uses, location description (by grid map or nearest count to a ramp or bridge), and a complete description of methods employed to correct problem(s) identified. Before leaving the location, the description of problem(s) to be corrected by another service crew must be noted on a tag which must be attached to the fixture or electrical device that is in need of additional service along with the date of tag placement. This must be noted on the Daily Report and Tag Procedure.
- B. The Contractor must submit Daily Field Work Reports to the Director of Operations and Engineering upon request.
- C. The Contractor must meet with the Director of Operations and Engineering on a monthly basis to discuss all work performed for the previous month, discrepancies identified and outstanding work remaining, upcoming work for the following month, any MOT closures planned or needed, expected major repairs and must prepare all meeting agendas as well as provide meeting minutes no more than 2 business days following the meeting. The Director of Operations and Engineering may require additional meetings.

2.5 Major Repair

- A. Work includes the repair or replacement of damaged or missing light poles, foundations, lighting load centers, transformer bases, luminaires, mast arms, underground conductors and conduit between poles and high mast lowering devices.
- B. The Contractor must replace damaged or missing light poles and foundations as appropriate within five (5) working days from the date of

- C. notification or fourteen (14) calendar days from when new foundations are cast-in-place. Work under major repair includes the removal of the damaged parts and debris, wiring (rewiring) as well as all hardware, which includes but is not limited to: covers, caps, splices and any appurtenances necessary to perform a complete replacement. The Contractor must maintain a sufficient number of replacement poles, arms, light fixtures and related materials to replace multiple damaged light poles to perform the repairs within the time frames listed above. The contractor shall submit to THEA a listing of their starting inventory at NTP.
- D. All damaged and unusable poles, mast arms, luminaires and any associated parts are the property of the contractor and must be disposed of properly and in accordance with all Federal, State, and Local laws and ordinances.
- E. The contractor must submit quantities and descriptions of all components to be used for major repairs for THEA review. All major repair work must be submitted for review and approval by the Director of Operations and Engineering prior to commencement of the work.
- F. The reuse of repaired or usable salvaged components may be permitted upon request and approval by the Director of Operations and Engineering.
- G. All equipment, parts and peripherals and work must be in accordance with the latest THEA record drawings and per FDOT Standard Plans and FDOT Standard Specifications as defined in section 1.0 of this document. Alternate components must not be used unless requested in writing and subsequently approved by the Director of Operations and Engineering. Any maintenance repair or replacement found to be defective or not performed in accordance with the requirements listed herein, shall be repaired, or replaced at no cost to THEA.

2.6 Emergency Repairs

The Contractor must be available at all times, including both during and after normal work hours, weekends and holidays. The Contractor must adequately provide sufficient staffing levels for all anticipated work and must provide staffing and equipment to perform removals of knocked down poles or mast arms from the travel way, and for repairs to the lighting system in such a manner as to prevent electrical shock to THEA personnel, other Contractors, the general public and Contractor's staff.

3.0 Performance Standards

3.1 General

3.1.1 Luminaire/Fixtures

- A. Replace luminaire/fixture if damaged, not working, or missing.
- B. Inspect luminaire/fixtures for rust, corrosion, oxidation, electrical shorts and water intrusion.

3.1.2 Lamps/LED Packs

- A. Check all lamps/LED packs for looseness. If any are loose, remove and inspect the socket/connection.
- B. Lamp/LED packs must be replaced with the same exact make and model and part number as the lamp/LED pack being removed.
- C. Visually check all new lamps/LED packs for defects prior to installation.
- D. Test lamps/LED packs for proper functionality after all repairs.

3.1.3 Glassware or Plastic

- A. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.
 - 1. While glassware or plastic is removed for cleaning, brush bugs from that part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
 - 2. With a hinged-door fixture, unfasten and brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb the wires while removing this debris.
- B. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.
- C. Glass refractors may be replaced with plastic where it is shown to be necessary because of vandalism with THEA approval.

3.1.4 Reflectors

- A. Replace reflector if the original reflective qualities cannot be maintained.
- B. Replace with completely new fixture if reflector cannot be replaced separately.

3.1.5 Gaskets and Filters

- A. Clean neoprene and silicon gaskets of foreign material and oxidation, rusting or corrosion and align as necessary.
- B. Spray neoprene and silicon gaskets with a special treatment to prevent oxidation and sticking.
- C. Replace all gaskets with gaskets of the proper thickness and width to form a perfect seal.
- D. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
- E. Replace all non-functioning, stretched, or cracked gaskets.
- F. Check filters and replace when worn or dirty as necessary.

3.1.6 Hinges and Latches

- A. Repair hinges and latches with parts that can be obtained or engineered and applied without removing the fixture.
- C. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

3.1.7 Fasteners and Snaps

- A. Replace all fixtures which have fasteners or snaps that are obsolete.

3.1.8 Leveling

- A. Correct all fixtures which are not properly level.

- B. Shim the pole base so the pole will be vertical.
- C. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
- D. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

3.1.9 Mast Arms

- A. Inspect mast arm for rust, corrosion, or oxidation.
- B. Drill 1/8" weep holes where evidence of water pockets is found in certain types of aluminum arms.
- C. Adjust mast arms that are bent or incorrectly positioned or loose. Replace if unable to be repaired.
- D. If the mast arm is missing, install a new mast arm of the same length and shape as the existing.

3.1.10 Photocells

- A. Check all photocells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
- B. Replace any photocell failing to turn on at proper time.
- C. If any photocell is located on a utility pole, obtain permission to check photocell for continuity.
- D. Some service points may include electric service supplied by the power company which is photo-electrically controlled by the power company. Only photo-electric cells and the associated contacts which are owned by THEA are included in this work.

3.1.11 Sockets

- A. Replace defective photocell sockets.

- B. Replace lamp sockets which are defective, not working, or damaged.
- C. Replace defective socket holders.
- D. Correct improper connections.
- E. Replace lamp sockets in the same position to assure proper light distribution.

3.1.12 Hand Hole Plates

- A. Check all hand hole plates and repair where needed.
- B. Replace all missing hand hole plates and associated hardware.

3.1.13 Wiring

Perform all wiring, consistent with the policies and procedures specified by American National Standards Institute (A.N.S.I.), all appropriate electrical codes and FDOT Lighting Design Standards.

A. Luminaires

1. Perform rewiring, as needed, on the luminaire head on the integral ballast/LED driver using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
2. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install an approved replacement unit in its place.

B. Pole Risers

1. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
2. When rewiring poles, use a THEA approved PCDS in accordance with the FDOT Lighting Design Standards.
3. Maintain lightning protection by connecting all metal components,

- i.e., luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole through means of electrothermic welding. The use of split bolts is not permitted.
4.
 - a. Wooden poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
 - b. The current carrying neutral wire must not be connected to ground at each pole, but only at the distribution panel.

C. Grounding Wires

1. Ground all pole bases with a dedicated #6 AWG bare copper grounding wire within the pole foundation conduit to the ground rod.
2. Connect poles mounted on bridges and structures to a XHHW-2, green bond wire run that is sized in accordance with the NEC with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 20-foot ground rod driven into the soil within the associated pull box at each end of the structure/bridge.
3. The ground resistance of the connected grounding system must not be greater than 5 ohms at any location: (Using a direct reading three-point ground megger).
4. All conduit must contain a green insulated grounding wire as sized in accordance with the NEC.

D. Pole Bases

1. Use waterproof, pull-apart connectors at all frangible poles. The pole cable distribution shall be replaced with an Authority approved PCDS.
2. Properly install weatherproof, pull-apart fused connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut and split bolt connectors are not permitted.
3. Install a #6 AWG bare solid grounding conductor that is exothermically welded to the ground rod to the grounding chair/lug within the base of all metal poles.
4. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole in accordance with the FDOT Lighting Design Standards.

5. Seal ends of conduit with duct sealant.
6. Install wire copper keepers at the ends of all electrical conductor runs within each pull box.
7. Install strain relief fittings at both ends of the PCDS entering the light pole base.

E. Circuit Current Carrying Conductors

1. Avoid damage to insulation where new conductors are to be pulled into existing duct.
 - a. Use lubrication.
 - b. Use pulling aids. Attach pulling aides to conductors, not the cabling jacket.
 - c. Where practical, remove the pole from the foundation so the wire is pulled through the hand hole.
 - d. Install conductors of the same size as that removed. Use only stranded copper wire with XHHW-2 insulation with a 45-mil thickness rated in dry or wet conditions and rated for 600VAC.
2. Where new conduit and conductors are to be installed, pre-wired duct may be used if approved by the Director of Operations and Engineering.
3. Install all new underground wiring in conduit. Direct burial is not acceptable.
4. Lay conduit in trenches or directional drill with vertical walls at a minimum depth of 30 inches with warning tape at a depth of 18 inches.

F. Distribution Boxes

Regardless of location, the lighting control cabinet, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and keyed to the THEA master locks. Furnish 10 sets of extra padlock keys to the Director of Operations and Engineering.

G. Foundations

Straighten, repair, replace or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Operations and Engineering.

3.1.14 Ballast

- A. Check ballast and replace any that are malfunctioning, defective or failed.
- B. Wire ballast as specified under WIRING.
- C. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

3.1.15 Fuses

- A. Replace blown fuses with dual element, 600V 10 Amp, type FNQ.
- B. Fuses are located as a part of the pull-apart connectors in the pole hand hole. Lubricate the pull-apart connector whenever the fuse is checked.

3.1.16 Grounding

- A. Each pole shall be grounded. If not grounded, drive an approved twenty-foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance of 25 ohms is not attained with a single rod, additional rods shall be driven until the 25 ohms is attained with rods connected parallel.
 - 1. Install a #6 solid copper grounding wire from the top of the grounding rod through the transformer base at a hole located there (Bore a hole if there is none). Connection to the grounding rod shall be through approved exothermic welds.

3.1.17 Transformer Base

- A. Replace missing transformer base doors.
- B. Re-tap broken bolts to hold the door securely in place to protect the inside

of the base from the elements and unauthorized personnel. Use stainless steel bolts.

- C. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
- D. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under WIRING.

3.1.18 Poles

- A. Replace missing inspection plate or hand hole cover. If bolts are broken off, re-tap, thread and place in proper position using stainless steel bolts.
- B. If the pole is leaning, shim at the base to return it to proper position.
- C. Replace bent or deformed poles.
- D. If any portion of the riser cable going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new cable.
- E. Plug conduit coming out of the foundation with duct sealant.
- F. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

3.1.19 Salvaged Materials and THEA Furnished Materials

- A. Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall remain the property of THEA. Deliver these poles to a site within the county (including the Contractor's yard) as directed by the Director of Operations and Engineering. The Contractor may be required to use salvaged, repaired or materials furnished by THEA.

3.1.20 Sign Lights and Under Deck Lights

- A. Fixture: Keep all drain holes in fixture open and filtered.
- B. Gaskets: Properly treat and seal gaskets each time the fixture is serviced.
- C. All conductor splices shall be made with silicone filled wire nuts.
- D. Ballasts

1. Replace defective ballasts with THEA approved parts.

3.1.21 Ground work, conventional lighting, load distribution centers etc., shall have a fourteen (14) day burn in period after completion of the work. If burn in is not achieved, further work will be performed until burn in is achieved.

3.1.22 Wiring

A. The size of wire to be used must be in accordance with the NEC and must be at least the same size as the wire it replaces. All wire shall be XHHW-2 copper wire unless approved in advance by the Director of Operations and Engineering.

3.1.23 Conduit

A. All underground conduit shall be 2" min. Schedule 40, PVC and shall be as defined in the THEA Lighting Design Standards

B. Above ground conduit shall be GMC, galvanized (ASTM A-135, A-513, A-568), sized appropriately by the Contractor according to the NEC.

C. Conduit trench surfaces shall be stabilized and restored by the Contractor to a maintenance free condition.

D. The Contractor shall be responsible for all underground locates.

4.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 6
ATTENUATOR MAINTENANCE AND REPAIR

1.0 Description

1.1 Furnish all labor, equipment, and tools necessary to complete the work as specified for all attenuators including those at all mainline and ramp toll plazas. Use only experienced and qualified personnel to perform the required inspections and repairs.

2.0 Contractor Responsibilities

2.1 The manufacturers of THEA-approved vehicle attenuator devices have published written instructions that detail operational characteristics, maintenance check lists, impact repair procedures and a materials list for parts replacement. The Contractor shall obtain this information directly from the manufacturer. All repairs shall be performed in accordance with the attenuator manufacturers specifications.

2.2 Maintain an inventory of basic spare parts in stock at Contractor's facility. Replenish the stock as parts are used. Contractor shall have immediate access to repair parts for all THEA-approved attenuators.

2.2.1 Maintain a complete inventory of all attenuators including units at mainline and ramp plazas by type, number of bays and location within the limits of this contract.

2.3 Completely repair or replace an attenuator with impact damage within three (3) calendar days after notification, discovery, FDOT semi-annual inspection report, or by TIM alert.

2.3.1 Contractor shall make non-impact damage repairs to attenuators identified by semi-annual FDOT inspection reports within ten (10) calendar days. Return completed and signed inspection report along with photographs of the completed repairs to FDOT with one (1) copy to the Director of Operations and Engineering.

2.3.2 Failure to complete the repairs within the time frames above will result in a Liquidated Damage PF-3 (See Scope of Services 5.5) per location per day.

2.4 Submit a copy of the repair reports to the Director of Operations and Engineering within two (2) calendar days after the repairs are completed. The report shall show the date, time, location, and photographs of the repairs as well as a list of parts replaced and the name(s) of the Contractor or Subcontractor performing the repairs.

- 2.5 Damaged parts are the property of the Contractor and shall be removed and disposed of properly.
- 2.6 From the time the damaged attenuator is discovered until the time the repair is complete, maintain and provide appropriate Maintenance of Traffic in accordance with this Contract, the THEA Maintenance Specifications and FDOT Standard Plans. This includes truck mounted attenuators and trailer mounted attenuators (Maintenance Specification 102-8.16). For extensive repairs, the Contractor may request to furnish and install a temporary attenuator system appropriate for the condition, provided that temporary attenuator system is on the FDOT Approved Products List (APL).
- 2.7 Comply with the requirements of the FDOT Standard Plans

3.0. Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 7 PAVEMENT MARKING

1.0 Description

- 1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair pavement markings on assets owned by or under the maintenance responsibility of THEA, including feeder roads, connector roads, and off-system roads in the area covered by the Contract.

- 1.2 Pavement marking work shall include reflective pavement markers (RPMs), flexible delineators, tubular markers, bollards, object markers, striping, and pavement messages.

2.0 Contractor Responsibilities

- 2.1 Complete pavement marking work that is classified as emergency response by the end of the next working day, excluding Sundays and legal holidays upon discovery or notification by the Director of Operations and Engineering. In general, emergency response pavement marking work will consist of the repair or replacement of pavement markings damaged by a traffic accident or other malicious activity. No extension of the emergency response time will be granted by THEA due to travel distance requirements of the response crew or conflict (resource or otherwise) with other Contract work items. Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services 7.01).

- 2.2 As part of the daily service patrol, inspect the pavement markings. Pavement markings include striping, reflective pavement markers (RPMs), delineators (including guardrail / barrier), pavement messages and object markers (surface and roadside mounted).
 - 2.2.1 Pavement marking issues to be identified at time of service patrol shall include but are not limited to ripped, damaged or missing striping material, severe wear (i.e. wear beyond normal) and misaligned striping. These will typically be individual and/or smaller areas of less than 500 feet. Repair/replace these pavement markings within 30 calendar days of discovery, using FDOT Approved Product List (APL) items unless otherwise approved by the Director of Operations and Engineering. Straighten leaning or misaligned delineators within (14) calendar days of discovery. Failure to complete the work per the above time frame shall result in a Liquidated Damage PF-1 (See Scope of Services 7.01).

- 2.2.2 For areas that require a more widespread replacement, make a list of the pavement markings that require repair or replacement. Provide a copy of the list to the Director of Operations and Engineering. Repair/replace pavement markings as approved by the Director of Operations and Engineering.
- 2.2.3 Be prepared to replace missing or damaged RPMs, delineators, tubular markers, and object markers within 30 calendar days Failure to complete the work per the above time frame shall result in a Liquidated Damage / Performance Failure PF-1 (See Scope of Services 7.01).
- 2.3 The Contractor shall locate all underground utilities prior to beginning work on delineator and / or object marker installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Contact Sunshine One Call of Florida (48) hours in advance for locates of THEA Fiber Optic lines and utilities owned by others. Utilities in the THEA Right of Way include but are not limited to underground power for lighting, underground power for ITS devices, electric supply lines for toll plazas, water and sewer lines for toll plazas, and buried telephone lines at mainline plazas.
- 2.4 Object Markers and Delineators shall meet the requirements of FDOT Standard Plans and Standard Specification Section 993.

3.0 Design Criteria and Installation

3.1 THEA Guidelines:

THEA follows FDOT Standard Plans, FDOT Design Manual, FDOT Standard Specs, MUTCD etc.

3.2 FDOT Standard Specifications:

The current edition of the FDOT Standard Specifications (at the time of Bid) shall apply.

- 3.2.1 In case of discrepancies, the FDOT Design Standards and THEA Maintenance Specifications shall take precedence.

3.3 FDOT Standard Plans:

The current edition of the FDOT Standard Plans (at the time of Bid) shall apply.

3.3.1 In case of discrepancies, the THEA Maintenance Specifications shall take precedence.

3.4 Unless otherwise directed by the Director of Operations and Engineering or specified herein, all salvaged material will remain the property of THEA to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by THEA shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.

3.5 For attenuators, furnish and install nine button Object Markers (OM1-1) as found in the FHWA Standard Highway Sign manual.

3.6 For delineators, roadside and surface mounted delineators that are removed will become the property of the Contractor to be disposed of properly.

3.7 Delineators are to be used along the side of the roadway to indicate the alignment of the roadway, as indicated in the Design Standards or the plans. Roadside flexible delineators shall be 48" with flattened top and from the FDOT APL unless otherwise directed by the Director of Operations and Engineering.

3.8 Tubular markers are to be used within the traveled way at the locations called for in the Standard Plans or in the Plans.

3.9 For reflective markers, the type and color are to match the existing that were originally installed. If unsure, requested guidance from the Director of Operations and Engineering:

- Use only Class B markers, except as follows:

For center line rumble strip installations where RPMs are in conflict with the grinding, install Class D RPMs with the first application of standard paint. Remove Class D RPMs prior to grinding, then install Class B RPMs in an unground area after grinding.

Install Class F RPMs only when shown in the plans.

Meet the requirements of FDOT Standard Specifications, Section 970.

- Furnish and install guardrail reflective markers in kind or per the latest FDOT Standard Plans or as directed by the Director of Operations and

Engineering.

- Furnish and install barrier wall reflective markers in kind or per the latest FDOT Standard Plans or as directed by the Director of Operations and Engineering.
- Old pavement markers will become the property of the Contractor to be disposed of properly at locations provided by the Contractor. Roadside disposal does not constitute proper disposal.

For selection of pavement marking material, please follow FDOT Design Manual, Section 230.3.1 and Table 230.3.1.

- 3.10 For all traffic striping and pavement markings, furnish and install in accordance with manufacturers specifications. including cleaning and protection of surfaces and curing and protection of all items as required. Removal of pavement marking shall be by a method which does not significantly damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Repair any damage to the pavement which results from the marking removal operation.

4.0. Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 8 SIGNING

1.0 Description

- 1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain, and repair signing owned by THEA including feeder roads, connector roads, and off-system roads in the area covered by the Contract.
- 1.2 Signing work will be defined as follows: 1 post signs (single post), 2 or more posts (multi-post) signs, and overhead signs. Work on overhead sign panels will include repair or replacement as directed by the Director of Operations and Engineering. Work on overhead sign structures will be limited to minor repair work only, including welding of structures. This Contract does not include installation or replacement of overhead sign supports. All new single post, multi-post and overhead sign panels shall be installed using new hardware.
 - 1.2.1 Overhead sign repairs issued to the Contractor through the THEA Structure Inspection Program must be completed and returned to THEA within 180 calendar days of the issue date of the work order. Failure to complete the work per the time frames above after consideration of any procurement time (see 2.3 below) shall result in a Liquidated Damage PF-1 (See Scope of Services 5.5).
- 1.3 This Contract does not include repair or maintenance of Electronic Signs or Signs that are part of the THEA Wrong Way Driving Detection System. This Contract does include repair and/or maintenance static single post signs that are part of the Wrong Way Driving Detection System.

2.0 Contractor Responsibilities

- 2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon discovery or notification by the Director of Operations and Engineering. In general, emergency response sign work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by THEA due to travel distance requirements of the response crew. Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (7.01).
- 2.2 Schedule non-emergency response single post and overhead sign work so as to be completed within seven (7) calendar days after discovery or notification. Complete multi-post sign work within fourteen (14) calendar days after discovery or notification. Completion of work shall not be affected by

performance of emergency response work. Failure to complete the work per the time frames above after consideration of any procurement time (see 2.3 below) shall result in a Liquidated Damage / Performance Failure PF-1 (See Scope of Services 7.01).

- 2.3 THEA will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed forty-five (45) calendar days or current industry standard based on the item(s) being manufactured.
- 2.4 As part of the daily service patrol, inspect the signing.
 - 2.4.1 Signing issues to be addressed at time of service patrol are:
 - A. Straighten all leaning or misaligned signs (including panel deflection angle).
 - B. Perform minor repairs including replacing required nuts, bolts, washers and similar incidental items.
 - 2.4.2 Make a list of all signs that require repair or replacement. Provide a copy of the list to the Director of Operations and Engineering. Proceed to repair/replace the signing. If there is a question regarding the need to repair or replace a sign, please direct the question in writing to the Director of Operations and Engineering for final determination.
- 2.5 The Contractor shall locate all underground utilities prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Contact Sunshine One Call of Florida forty-eight (48) hours in advance for locates of THEA Fiber Optic lines and utilities owned by others. Utilities in the THEA Right of Way include but are not limited to underground power for lighting, Underground Power for ITS devices, Electric supply lines for Toll Plazas, Water and Sewer lines for Toll Plazas, buried telephone lines at Mainline Plazas.
- 2.6 Submit to THEA shop drawings from the sign panel manufacturer for approval prior to fabrication. Shop drawings are required for all new panels and overlays regardless of mounting type, i.e. single post, multi-post or overhead.
- 2.7 Annually, the Contractor shall obtain from the sign panel manufacturer and install, toll indexing overlays on multi-post signs at the gantry locations. The manufacturing and installation of these overlays should become a part of the contract proposal.

3.0 Design Criteria and Installation

3.1 FDOT Standard Specifications:

The current edition of the FDOT Standard Specifications (at the time of Bid) shall apply. In case of discrepancies the THEA Maintenance Specifications shall take precedence.

3.2 FDOT Standard Plans

The current edition of the FDOT Standard Plans (at the time of Bid) shall apply.

3.3 Unless otherwise directed by the Director of Operations and Engineering or specified herein, all salvaged material will remain the property of THEA to be delivered by the Contractor to a designated storage facility. Material that is classified as waste by THEA shall become the property of the Contractor to be disposed of properly at locations provided by the Contractor.

3.4 All tubing supports will require post anchor to prevent turning of the sign structure.

3.5 For all new signs regardless of mounting type (ground or overhead), stencil or apply a decal with the following information on the back of each panel: THEA/Maintenance; Fabricator's initials and date of fabrication (DOF); Sheeting manufacturer and name of sheeting; Date of installation (DOI). Stencil or apply decal in the lower left corner of the panel. Stencil or decal using black paint when back of panel is not painted black. If back of panel is painted black, stencil or decal using white paint. Stencil or decal in large enough letters to be clearly legible.

3.6 For full or partial overlays, regardless of mounting type (ground or overhead), stencil or apply decal meeting all requirements contained herein. Leave the existing decal visible.

3.7 For single and multi-post roadside sign relocation, abandoned sign footers must be removed.

3.8 All new single post, multi-post and overhead sign panels shall be a minimum of 0.125 inches thick aluminum. All overlays shall be a minimum of 0.08 inches thick aluminum. Extruded panels are not allowed. No more than one horizontal splice shall be allowed in large panel fabrication. The horizontal splice shall be at the centerline of an interior wind beam and shall be located between lines of copy on the panel face.

3.9 Use countersunk screws for the mechanical fasteners when installing new single post, multi-post and overhead sign panels. Apply a patch matching the sheeting color and material over each countersunk screw. Patch shall be of sufficient

diameter to secure patch to sign face. Orient the patch in the same direction as the sign face material.

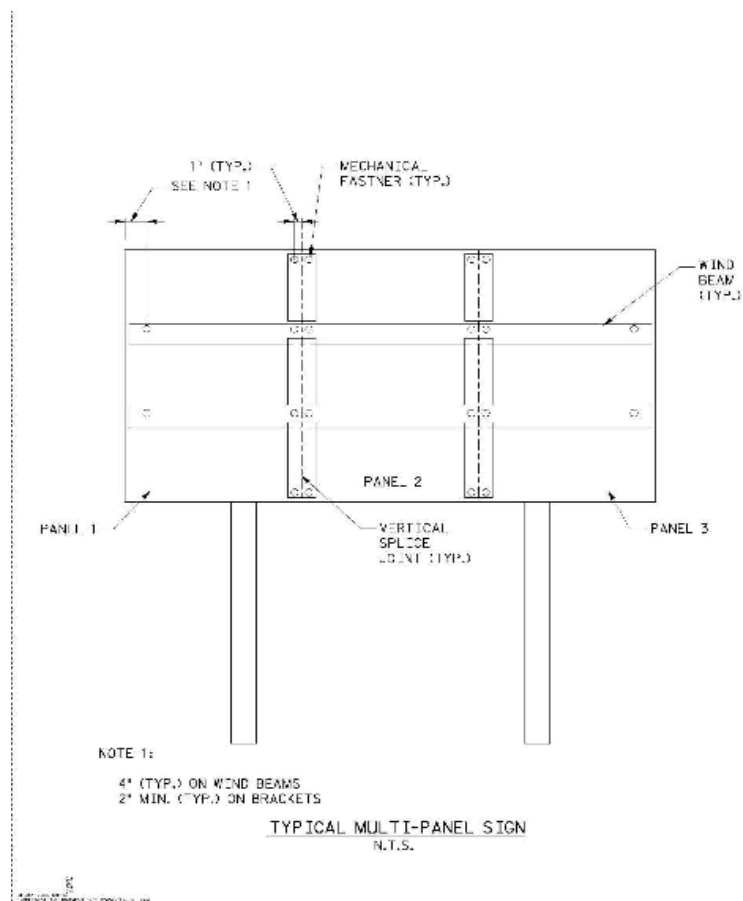
To eliminate the use of lighting on existing overhead sign structures, confirm all panels on the structure utilize Type XI sheeting. All panels not utilizing Type XI sheeting must be overlaid with Type XI sheeting or replaced with new panels

utilizing Type XI sheeting prior to elimination of the lighting. Use Fluorescent Yellow Reflective Sheeting when installing new panels or overlays for the following warning signs: Lane Drop (W4-2), Lane Ends (W9-1, W9-2), Reduce Speed Ahead (W3-5), curves and pedestrian crossing. Use Fluorescent Yellow-Green Reflective Sheeting when installing new panels or overlays for school crossing warning sign. FDOT APL Film (clear) shall be applied to all finished panels or overlays for the THEA Logo, the Sunpass and other Interoperability Toll Agency Logos and the THEA toll shield either free standing or within a guide sign or mile post marker.

- 3.10 For full sign overlays, overlap of the existing panel is limited to between one (1) and three (3) inches. If new overlay matches the size of the existing sign, trim the corners of the existing sign if necessary, such that the existing corners are not visible when overlay installation is complete. Hex head bolts on the sign surface shall be replaced using countersunk screws. Remove all existing overlays prior to installing the new overlay.
- 3.11 For partial overlays, remove any existing overlay in the same location. Install pop rivets at a minimum of 6" centers on the border of the overlay and 12" centers across the face of the panel(s). Paint pop rivets to match color of sign sheeting at pop rivet locations.
- 3.12 For multi-post sign supports, aluminum and steel, furnish and install sign supports as specified including any breakaway devices necessary. Determine the number, length, and size of sign supports based on the latest FDOT Multi-post Sign computer program which the Contractor can download from the FDOT's internet site or, if necessary, will be provided on disk upon request. Submit the results of the computer run to the Director of Operations and Engineering prior to the fabrication of the support(s). Supports shall meet the requirements of FDOT Standard Plans 700-020. Round multipost sign supports may be used at the Contractor's option. However, if these supports are used, submit to the Director of Operations and Engineering for approval design drawings that have been signed and sealed by a Professional Engineer registered in the State of Florida.
- 3.13 For single post sign supports and foundations, furnish and install sign supports and breakaway devices meeting criteria in FDOT Standard Plans 700-010.
- 3.14 All ground mount signs, except where noted in the plans, shall utilize FDOT Approved Product List Acrylic Foam Tape as approved by THEA and in

accordance with the manufacturer's requirements, in combination with mechanical fasteners (countersunk screws) to fasten the sign panel to wind beams/ brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Standard Plans 700-010 and 700-020) to the panel. See Typical Three Panel Sign sketch below.

3.15 Other mechanical fasteners per Standard Plans 700-010 and 700-020 shall remain.



4.0. Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed

summary by Expressway System area of all work completed.

END OF SECTION

Attachment 9
SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description:

Maintain traffic within the limits of the project for the duration of the construction or maintenance period, including any temporary suspensions of the work. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for maintenance of traffic (MOT) in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans. MOT includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic.

102-2 Materials:

Meet the following requirements:

Bituminous Adhesive	Section 970
Temporary Raised Pavement Markers	Section 990
Paint.....	Section 971
Removable Tape	Section 990
Glass Spheres.....	Section 971
Temporary Traffic Control Device Materials	Section 990
Retroreflective and Nonreflective Sheeting for Temporary Traffic Control Devices	Section 994

102-2.1 Temporary Traffic Control Devices: Use only the materials meeting the requirements of Section 990, Section 994, Standard Plans and the Manual on Uniform Traffic Control Devices (MUTCD).

102-2.2 Detour: Provide all materials for the construction and maintenance of all detours.

102-2.3 Commercial Materials for Driveway Maintenance: Provide materials of the type typically used for base, including reclaimed asphalt pavement (RAP) material, and having stability and drainage properties that will provide a firm surface under wet conditions.

102-2 Specific Requirements.

102-3.1 Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins on the project or on the first day Contract Time is charged, whichever is earlier.

102-3.2 Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all temporary traffic control devices as described in this Section and the Contract Documents. Provide all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations. Use approved alternate Worksite Traffic Supervisors when necessary.

The Worksite Traffic Supervisor must meet the personnel qualifications specified in Section 105. The Worksite Traffic Supervisor is to perform the following duties:

1. On site direction of all temporary traffic control on the project.
2. Is on site during all set up and take down and performs a drive through inspection immediately after setup.
3. Is on site during all nighttime operations ensuring proper temporary traffic control.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to maintain temporary traffic control or to provide alternate traffic arrangements.
6. On Maintenance of Traffic lasting more than 24 hours conduct daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations. Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

THEA may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The THEA may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

102-3.3 Lane Closures: Approval for all lane closures, mobile operations, and traffic pacing operations is required. Submit routine requests to the Director of Operations and Engineering fourteen calendar days in advance of planned lane closures, mobile operations, and traffic pacing operations. The Contractor shall utilize THEA's Lane Closure Notification System , One.Network for notification to other agencies and to the public. For unforeseen events that require cancelling or rescheduling lane closures, mobile operations, and traffic pacing operations, revise the lane closure request as soon as possible.

102-3 Alternative Traffic Control Plan

The Contractor may propose an alternative traffic control plan (TCP) to the plan presented in the Contract Documents. The Contractor's Engineer of Record must sign and seal the alternative plan and submit to the Director of Operations and Engineering. Prepare the TCP in conformance with and in the form outlined in the current version of the FDOT Design Manual as amended by THEA Design Guidelines. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor and notify THEA in writing of any such potential impacts to utilities.

For projects with nighttime lane closure restrictions where paving is expected to extend into the winter months, the Contractor may propose an alternative TCP allowing for daytime lane closures for friction course paving. The alternative TCP must be a lane closure analysis based on actual traffic counts and prepared in accordance with the FDOT Design Manual with maximum 1-lane capacity not to exceed 1200 VPH.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including TCPs) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

THEA reserves the right to reject any alternative TCP. Obtain the Director of Operations and Engineering's written approval before beginning work using an alternate TCP. The Director of Operations and Engineering's written approval is required for all modifications to the TCP. The Director of Operations and Engineering will only allow changes to the TCP in an emergency without the proper documentation.

102-4 Traffic Control

102-5.1 Standards: FDOT Standard Plans and FDOT Design Manual as amended by THEA Design Guidelines are the minimum standards for the use in the development of all TCPs. The MUTCD, Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

102-5.2 Maintenance of Roadway Surfaces: Maintain all lanes that are being used for the MOT, including those on detours and temporary facilities, under all weather conditions. Keep the lanes reasonably free of dust, potholes and rutting. Provide the lanes with the drainage facilities necessary to maintain a smooth riding surface under all weather conditions.

102-5.3 Number of Traffic Lanes: Maintain at least one lane of traffic in each direction in accordance with the approved lane closure request. Construct each lane used for MOT at least as wide as the traffic lanes existing in the area before commencement of construction. Do not allow traffic control and warning devices to encroach on lanes used for MOT.

The Director of Operations and Engineering may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate

means of traffic control and does not unreasonably delay traffic. When a construction activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicles, or use traffic signals.

102-5.4 Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any median opening, road or street crossing the project unless approved by the Director of Operations and Engineering. Before beginning any construction, submit to the Director of Operations and Engineering the names and phone numbers of persons that can be contacted when signal operation malfunctions.

102-5.5 Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

102-5.6 Protection of the Work from Injury by Traffic: Where traffic would be injurious to a base, surface course, or structure constructed as a part of the work, maintain all traffic outside the limits of such areas until the potential for injury no longer exists.

102-5.7 Flagger: Provide flaggers to control traffic when traffic in both directions must use a single lane and in other situations as required. All flaggers must meet the personnel qualifications specified in Section 105.

102-5.8 Conflicting Pavement Markings: Where the lane use or where normal vehicle or pedestrian paths are altered during construction, remove all pavement markings (paint, tape, thermoplastic, raised pavement markers, etc.) that will conflict with the adjusted vehicle or pedestrian paths. Use of paint to cover conflicting pavement markings is prohibited. Remove conflicting pavement markings using a method that will not damage the surface texture of the pavement and which will eliminate the previous marking pattern regardless of weather and light conditions. Grinding will not be permitted.

Remove all pavement markings that will be in conflict with “next phase of operation” vehicle pedestrian paths as described above, before opening to vehicle traffic or use by pedestrians.

102-5.9 Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 warning light that meets the Society of Automotive Engineers Recommended Practice SAE J595, dated November 1, 2008, or SAE J845, dated December 1, 2007, and incorporated herein by reference. Existing lights that meet SAE J845, dated March 1992, or SAE J1318, dated April 1986, may be used to their end of service life. The warning lights must be a high intensity amber or white rotating, flashing, oscillating or strobe light. Lights must be unobstructed by ancillary vehicle equipment such as ladders, racks or booms and be visible 360 degrees around the vehicle. If the light is obstructed, additional lights will be required. The lights must be operating when the vehicle is in a work area where a potential hazard exists, when operating at less than the average speed for the facility while performing work activities, making frequent stops or called for in the Plans or Standard Plans.

Equip all other vehicles and equipment with a minimum of 4 square feet of retroreflective sheeting or warning lights.

102-5.10 No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

102-5 Detours

102-6.1 General: Construct and maintain detour facilities wherever it becomes necessary to divert traffic from any existing roadway or bridge, or wherever construction operations block the flow of traffic.

102-6.2 Standards of Construction: Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour with all facilities necessary to meet this requirement.

Where pedestrian facilities are detoured, blocked or closed during the work, provide safe alternate accessible routes through or around the work zone meeting the requirements of the ADA Standards for Transportation Facilities. When temporary walkway surfaces and ramps are required to be constructed, ensure surfaces are stable, firm, slip resistant, and kept free of any obstructions and hazards such as holes, debris, mud, construction equipment and stored materials.

102-6.3 Construction Methods: Do not apply the requirements of the Standard Specifications pertaining to construction and material details to detour construction. Select and use construction methods and materials that shall provide a stable and safe detour facility.

Construct the detour facility to have sufficient durability to remain in good condition, supplemented by maintenance, for the entire period that the detour is required.

102-6.4 Removal of Detours: Remove temporary detours when they are no longer needed and before the Contract is completed. Take ownership of all materials from the detour and dispose of them, except for materials which might be on loan from THEA with the stipulation that they be returned.

102-6 Traffic Control Officer

A uniformed law enforcement officer and marked vehicle shall be provided during all lane closure operations, and whenever temporary and/or new traffic signals are relocated and or adjusted. Contractor shall attempt to schedule traffic control officers from the Florida Highway Patrol, other agencies may be used only if the Florida Highway Patrol cannot accommodate the request.

Payment for traffic control officer shall be considered incidental to the lump sum price for Asset Maintenance and shall constitute full compensation for the services of the traffic control officer, including a marked law enforcement vehicle and all other direct and indirect costs. THEA will not consider any claim arising from the failure of a traffic control officer to be present or available on the project.

102-7 Temporary Traffic Control Devices

102-8.1 Installation and Maintenance: Install and maintain temporary traffic control devices as detailed in the Plans, Index 102-600 of the Standard Plans and when applicable, in accordance with the approved vendor drawings, as provided on FDOT's Approved Product List (APL). Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are on the APL or meeting the requirements of the Standard Plans. Immediately remove or cover any devices that do not apply to existing conditions.

The APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.

Notify the Engineer in writing of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24-hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All applicable temporary traffic control devices must meet the classification category of Acceptable as defined in the American Traffic Safety Services Association (ATSSA) Quality Guidelines

for Temporary Traffic Control Devices and Features. Temporary concrete barriers must meet the classification category of Acceptable defined in FDOT's Temporary Concrete Barrier Evaluation Guide, which may be viewed at the following URL: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/docs/default-source/content-docs/programmanagement/implemented/urlinspecs/files/temporaryconcretebarrierguide.pdf.pdf?sfvrsn=343b4c97_10. Pedestrian longitudinal channelizing devices (LCDs) must meet the classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide, which may be viewed at the following URL: https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/implemented/urlinspecs/files/lcdevaluationguide.pdf?sfvrsn=166e0f16_2.

Immediately repair, replace or clean damaged, defaced or dirty devices. Traffic control devices must not be cleaned while installed/used. Use of warning lights on any temporary traffic control device is prohibited, with the exception of the trailer mounted portable regulatory signs.

Employ an approved independent Channelizing Device Supplier (CDS) to provide and maintain the condition of the following non-fixed channelizing devices: drums, cones, vertical panels, barricades, tubular markers, and longitudinal channelizing devices. Cones may be provided and maintained by the Contractor. The CDS shall not be affiliated with the Contractor and shall be approved by the Engineer (Director of Operations and Engineering) in accordance with 102-9.1.1. The CDS shall submit a certification for each closure operation on letterhead that the channelizing devices mentioned above installed/used within the work zone meet classification category of Acceptable as defined in the Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The CDS certification shall include the following statement, "I certify that I have provided and maintained the following devices <list devices covered under the certification> in accordance with Pedestrian LCD Evaluation Guide and the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features." If the Contractor chooses to provide and maintain cones, the Contractor must submit a monthly Contractor certification on letterhead that all cones installed/used within the work zone meet acceptable standards as outlined in the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features. The Contractor certification shall include the following statement, "I certify that I have provided and maintained cones in accordance with the ATSSA Quality Guidelines for Temporary Traffic Control Devices and Features."

102-8.1.1 Approved Independent Channelizing Device Supplier (CDS) Requirements:

Submit the following documents to the Director of Operations and Engineering for independent CDS approval at least 14 Days prior to the lane closure. A CDS may elect to provide a one-time submittal of this information to the State Construction Office for review and pre-approval.

Department approved CDSs are listed on the State Construction Office website. Inform the Director of Operations and Engineering at least 3 Days in advance of the lane closure if a pre-approved CDS will be utilized.

1. A letter on company letterhead signed and dated by the owner of the company or company officer with the following information and statements:
 - a. The company's owners, stockholders, and officers.
 - b. A statement declaring that the company will not perform as a CDS on any project where there is common ownership, directly or indirectly, between the company and the Contractor.

- c. A statement declaring that the company will furnish and maintain the condition of all channelizing devices with the exception of cones as required in 102-9.1 with its own forces.
- d. A statement declaring at least five years of experience in providing channelizing device supplier services, with its own inventory of channelizing devices.
- e. On a separate sheet, list a sample project history of the company's experience as a channelizing device supplier for the five years declared in item 1(d) above including the following information:
 - 1. Project name and number and a brief description of CDS work performed,
 - 2. Beginning and ending date of CDS project activities,
 - 3. Location of project (city, state),
 - 4. Monetary amount of CDS work on project,
 - 5. Owner of project, contact person and phone number with area code,
 - 6. Name of Contractor (client) that the work was performed for and phone number with area code.
- 2. A maintenance plan for approval by the THEA that outlines the frequency and methods for maintaining the condition of all channelizing devices, except cones owned and maintained by the Contractor, installed/used in the work zone.

102-8.2 Work Zone Signs: Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Standard Plans, Index 102-600. Use signs that meet the material and process requirements of Section 994. Use Type IV sheeting for fluorescent orange work zone signs. Roll-up signs must meet the requirements of Type VI sheeting. Use Type IV or Type XI sheeting for all other work zone signs. Attach the sign to the sign support using hardware meeting the manufacturer's recommendations on the APL vendor drawings or as specified in the Standard Plans.

102-8.2.1 Post Mounted Signs: Meet the requirements of 990-8.

102-8.2.2 Portable Signs: Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the APL drawings. Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the NCHRP Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

102-8.2.3 Barrier Mounted Signs: If post mounting criteria cannot be achieved in accordance with Standard Plans, Index 102-600 and a barrier or traffic railing exists, use temporary sign criteria provided in Standard Plans, Index 700-013.

102-8.3 Business Signs: Provide and place signs in accordance with the Plans and Standard Plans, Index 102 series. Furnish signs having retroreflective sheeting meeting the requirements of Section 990.

102-8.4 Channelizing Devices: Furnish, install, maintain, remove and relocate channelizing devices in accordance with the Plans and Standard Plans.

102-8.4.1 Retroreflective Collars for Traffic Cones: Use collars for traffic cones listed on the APL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6-inch collar a uniform 3-1/2 inches distance from the top of the

cone and the lower 4-inch collar a uniform 2 inches distance below the bottom of the upper 6-inch collar.

Collars must be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-8.4.2 Longitudinal Channelizing Devices (LCDs): Use LCDs listed on the APL and meeting the requirements of Section 990 and the Standard Plans. LCDs must be interlocked except for the stand-alone unit placed perpendicular to a sidewalk. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required. For LCDs requiring external ballasting, the ballasting methods must be detailed in the APL drawings including ballasting type and minimum weight.

Ensure that joints on the pedestrian LCDs are free of sharp edges and have a maximum offset of 1/2 inch in any plane.

Use alternating orange and white solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

102-8.5 Temporary Barrier: Furnish, install, maintain, remove and relocate temporary barrier in accordance with the Plans and Standard Plans. Obtain and use precast temporary concrete barrier from a manufacturing plant that is on FDOT's Production Facility Listing. Temporary concrete barrier must meet the material and construction requirements of Section 521 unless noted otherwise in the Standard Plans. Proprietary temporary concrete, steel, or water filled barrier used must be listed on the APL.

The maximum allowable height increase between consecutive temporary barrier units in the direction of traffic is 1 inch.

Temporary barrier must comply with Standard Plans, Index 102-100 or 102-120. Install temporary barriers as either anchored or freestanding as shown in the Plans or the Standard Plans. An anchored unit is defined as having at least one stake or bolt into the underlying pavement or bridge deck. All other units, including those with keeper pins, are considered freestanding.

Remove temporary asphalt pads and repair all attachment scars to permanent structures and pavements after barrier removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the THEA. Restore barrier damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

Trailer mounted barriers listed on the APL may be used at the option of the Contractor. Trailer mounted barriers listed on the APL must have an FHWA eligibility letter and be successfully crash tested in accordance with MASH TL-3 criteria. All trailer mounted barriers must be equipped with an APL listed truck mounted attenuator, an APL listed vehicle mounted arrow board and vehicle warning lights in accordance with this Section.

102-8.5.2.1 Temporary Barrier Meeting the Requirements of Standard Plans, Index 102-120 and 102-110: Ensure the marking requirements of the respective Index are met.

102-8.5.2.2: Proprietary Precast Temporary Concrete Barrier Fabricated prior to 2005: Submit a certification stating that all unmarked barrier units meet the requirements of the Specifications and the Standard Plans. Certifications will be project specific and non-transferable.

102-8.5.2.3 Proprietary Precast Temporary Concrete Barrier Fabricated in 2005 or later: Ensure each barrier unit has permanent clear markings, showing the manufacture date, serial number, manufacturer's name or symbol, and the APL number. Label the markings on a plate, plaque, or cast in the unit. Proprietary barrier fabricated prior to 2016 and marked with the "INDX 521" in lieu of the APL

number will be permitted.

102-8.5.2.4 Temporary Concrete Barrier Repair: Before beginning the repair, remove all laitance, loose material, and any other deleterious matter to sound concrete or a minimum depth of one inch. Additionally, when reinforcing bars, inserts or weldments are exposed, remove the concrete to provide a minimum one-inch clearance all around. Fill the repair area with an approved high-performance concrete repair material in accordance with 930-5 and the manufacturer's recommendations. Restore surfaces and edges to the original dimensions and shape of the barrier.

Repairs are not allowed on barrier units that have one or more of the following deficiencies: structural cracking or cracks that exist through the entire cross-section; unit-to-unit connection assemblies or anchor slots are broken or no longer in a fixed position.

Do not paint repaired barriers.

102-8.6 Barrier Delineators: Install barrier delineators on top of temporary barrier and vehicular LCDs meeting the requirements of Section 705.

102-8.7 Temporary Glare Screen: Use temporary glare screens listed on the APL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier at locations identified in the Plans.

The anchorage of the glare screen to the barrier must be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier, barrier delineators will not be required.

102-8.8 Temporary Crash Cushion (Redirective or Gating): Furnish, install, maintain and subsequently remove temporary crash cushions in accordance with the details and notes shown in the Plans, Standard Plans, and requirements of the pre-approved alternatives listed on the APL. Only redirective non-gating crash cushions are permitted for use as temporary crash cushions on THEA roadways unless otherwise approved by the Engineer.

Temporary crash cushions can be either new or used functionally sound refurbished devices. Performance of intended function is the only condition for acceptance. All metallic components must be galvanized in accordance with Section 967.

Anchor abutting temporary barrier in accordance the Standard Plans or APL drawings, as required. Bidirectional installations must have a transition panel installed between the crash cushion and the abutting barrier. Delineate the crash cushion in accordance with Section 544.

Maintain the crash cushions until their authorized removal. Do not place any materials or equipment within the length of the crash cushion.

Remove temporary asphalt or concrete pads and repair all attachment scars to permanent structures and pavements after crash cushion removal. Make necessary repairs due to defective material, work, or Contractor operations at no cost to the THEA. The Contractor will be reimbursed by THEA for the cost to repair attenuators depicted in the plans and damaged through no fault of the Contractor or its forces or subcontractors at the actual cost of materials (documented by cost breakdown acceptable to the CEI) plus a 20% markup. Restore crash cushions damaged by the traveling public within 24 hours after notification as authorized by the Engineer.

102-8.9 Temporary Guardrail: Furnish temporary guardrail in accordance with the Plans and Standard Plans. Meet the requirements of Section 536.

102-8.10 Arrow Board: Furnish arrow boards that meet the requirements of Section 990 as required by the Plans and Standard Plans to advise approaching traffic of lane closures or shoulder work. Ensure that

the arrow board display panel is raised to a fully upright position and is fully visible to motorists. Type B arrow boards may be used on low to intermediate speed (0 mph to 50 mph) facilities or for maintenance or moving operations on any speed facility. Type C arrow boards must be used for all other operations on high-speed (50 mph and greater) facilities and may be substituted for Type B arrow boards on any speed facility.

102-8.11 Portable Changeable Message Sign (PCMS): Furnish PCMSs or truck mounted changeable message signs that meet the requirements of Section 990 as required by the Plans, Standard Plans or Director of Operations and Engineering to supplement other temporary traffic control devices used in work zones. Ensure that the PCMS display panel is raised to a fully upright position and is fully visible to motorists.

Messages must have no more than two phases. The display time for each phase must be at least two seconds but no more than three seconds. The sum of the display time must be a maximum of six seconds.

102-8.12 Portable Regulatory Signs (PRS): Furnish PRSs that meet the requirements of Section 990 as required by the Plans and Standard Plans. Ensure that the PRS sign panel is raised to a fully upright position and is fully visible to motorists.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

102-8.13 Radar Speed Display Unit (RSDU): Furnish RSDUs that meet the requirements of Section 990 as required by the Plans and Standard Plans to inform motorists of the posted speed and their actual speed. Ensure that the RSDU display panel is mounted in accordance with the manufacturer's recommendations.

Activate the radar speed display unit only during active work activities and deactivate when no work is being performed.

102-8.14 Temporary Signalization and Maintenance: Provide temporary signalization and maintenance at existing, temporary, and new intersections including but not limited to the following:

1. Installation of temporary poles and span wire assemblies as shown in the Plans,
2. Temporary portable traffic signals as shown in the Plans,
3. Adding or shifting signal heads,
4. Trouble calls,
5. Maintaining intersection and coordination timing and preemption devices.

Coordination timing will require maintaining functionality of system communications.

Restore any loss of operation within 12 hours after notification. Provide alternate temporary traffic control until the signalization is restored.

Provide traffic signal equipment that meets the requirements of the Standard Plans and 603-2. The Engineer may approve used signal equipment if it is in acceptable condition. Replacement components for traffic signal cabinet assemblies will be provided by the maintaining agency. For temporary signals used for lane closure operations on two-lane, two-way roadways meet the requirements in 102-9.21.

102-8.15 Temporary Traffic Detection and Maintenance: N/A

102-8.16 Truck Mounted Attenuators and Trailer Mounted Attenuators: Furnish, operate and maintain APL listed truck mounted and trailer mounted attenuators in accordance with the manufacturer's recommendations.

For posted speeds of 50 mph or greater, use either truck mounted attenuators or trailer mounted attenuators that meet TL-3 criteria (NCHRP Report 350 or MASH). For posted speeds of 45 mph or less, use either truck mounted attenuators or trailer mounted attenuators that meet TL-2 or TL-3 criteria (NCHRP

Report 350 or MASH).

Attenuators will not be paid for separately. Include the cost of the truck with either a truck mounted attenuator or a trailer mounted attenuator in Maintenance of Traffic, lump sum. Payment includes all costs, including furnishing, operating maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

102-8.17 Temporary Raised Rumble Strip Set: Furnish, install, maintain, remove, and reinstall temporary raised rumble strips per the manufacturer's recommendations and in accordance with Standard Plans, Index 102-603.

The temporary raised rumble strip may be either a removable polymer striping tape or a molded engineered polymer material.

102-8.18 Automated Flagger Assistance Devices (AFAD): Furnish, install, maintain, remove, and relocate AFADs in accordance with the Plans, Standard Plans, Index 102-603, and APL vendor drawings.

Position AFADs where they are clearly visible to oncoming traffic. AFADs may be placed on the centerline if they have been successfully crash tested in accordance with MASH TL-3 criteria. A gate arm is required in accordance with Section 990 if a single AFAD is used on the shoulder to control one direction of traffic.

The devices may be operated either by a single flagger at one end of the traffic control zone, from a central location, or by a separate flagger near each device location. Use only flaggers trained in accordance with Section 105 and in the operation of the AFAD. When in use, each AFAD must be in view of, and attended at all times by, the flagger operating the device.

Provide two flaggers on-site and use one of the following methods in the deployment of AFADs:

1. Place an AFAD at each end of the temporary traffic control zone, or
2. Place an AFAD at one end of the temporary traffic control zone and a flagger at the opposite end.

A single flagger may simultaneously operate two AFADs as described in (1) or a single AFAD as described in (2) if all of the following conditions are met:

1. The flagger has an unobstructed view of the AFAD(s),
2. The flagger has an unobstructed view of approaching traffic in both directions,
3. For two AFADs, the AFADs are less than 800 feet apart. For one AFAD, the AFAD and the flagger are less than 800 feet apart.
4. Two flaggers are available on-site to provide normal flagging operations should an AFAD malfunction.

AFADs may be either a remotely controlled Stop/Slow AFAD mounted on either a trailer or a movable cart system, or a remotely controlled Red/Yellow Lens AFAD.

Illuminate the flagging station when the AFAD is used at night. When the AFAD is not in use, remove or cover signs and move the AFAD device outside the clear zone or shield it with a barrier.

AFADs will not be paid for separately. AFADs may be used as a supplement or an alternate to flaggers in accordance with the Plans, Standard Plans, Index 102-603, and the APL vendor drawings. Include the cost for AFADs in Maintenance of Traffic, Lump Sum.

102-8.19 Temporary Lane Separator: Furnish, install, maintain, remove and relocate temporary lane separator in accordance with the Plans and Standard Plans, Index 102-600.

Anchor the portable temporary lane separator with a removable anchor bolt. Use epoxy on bridge decks where anchoring is not allowed. Remove the epoxy from the bridge deck by hydro blasting or other method approved by the Engineer.

**102-8.20 Temporary Signals for Lane Closures on Two-Lane, Two-Way Roadways:
(Not Applicable)**

102-8 Work Zone Pavement Marking

102-9.1 Description: Furnish and install work zone pavement markings for MOT in construction areas and in close conformity with the lines and details shown in the Plans and Standard Plans.

Centerlines, lane lines, edge lines, stop bars, standard crosswalks, and turn arrows will be required in work zones prior to opening the road to traffic and shall be in accordance with Section 6 of the MUTCD with the following additions:

- (a) Install edge lines when a paved shoulder 4 feet or greater in width exists along the edge of a lane.
- (b) Place edge lines on all detours where vehicle paths are altered from normal operations and where a lane is narrowed from its normal width for any reason.
- (c) Apply Work Zone Pavement Markings, including arrows and messages determined by the CEI to be required for safe operation of the facility, prior to the end of the day if the highway is open to traffic. Channelizing devices may be used to direct traffic during the day prior to placing the Work Zone Pavement Markings.
- (d) Work Zone Pavement Markings will be designated in the plans or by the CEI as removable or non-removable.

Removable Work Zone Pavement Markings consists of materials that can be taken up by hand. An example of this category of markings is plastic film (Tape), or Work Zone Raised Pavement Markers (WZRPM's).

Non-Removable Work Zone Pavement Markings consists of markings that are not classified as removable.

Use of Removable or Non-Removable Work Zone Pavement Markings shall be as follows:

Application	Category
Finish Pavement*	
All stripes representing final pavement markings	Non-Removable
All stripes in an area where the traffic pattern will be altered prior to project acceptance	Removable
Intermediate Pavement Course	
All stripes in pavement areas that will be covered with a subsequent course of pavement prior to altering of the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to placing of the subsequent paving course within such area.	Removable

Existing Pavement	
All stripes that will be removed or overlaid with new pavement prior to altering the traffic pattern within such area.	Non-Removable
All stripes where the traffic pattern will be altered prior to removal or overlaying of such area.	Removable

*Place striping representing final markings in the permanent location unless accepted in writing by the CEI.

102.9.2 Painted Pavement Markings:

102-10.2.1 General: Use painted pavement markings meeting the requirements of Section 710. Use standard paint unless otherwise identified in the Plans or approved by the Engineer.

102-9.3 Removable Tape:

102-9.3.1 General: Use removable tape listed on the APL as shown in the Plans and meeting the requirements of 990-4.

102-9.3.2 Application: Apply removable tape with a mechanical applicator to provide pavement lines that are neat, accurate and uniform. Equip the mechanical applicator with a film cut-off device and with measuring devices that automatically and accumulatively measure the length of each line placed within an accuracy tolerance of plus or minus 2%. Ensure removable tape adheres to the road surface. Removable tape may be placed by hand on short sections, 500 feet or less, if it is done in a neat accurate manner.

102-9.3.3 Retro reflectivity: Apply white and yellow pavement markings that will attain an initial retro reflectivity of not less than 300 mcd/lx·m² for white and contrast markings and not less than 250 mcd/lx·m² for yellow markings. Black portions of contrast tapes and black masking tapes must be non-reflective and have a reflectance of less than 5 mcd/lx m². At the end of the six-month service life, the retro reflectance of white and yellow removable tape shall not be less than 150 mcd/lx·m².

102-9.3.4 Removability: Provide removable tape capable of being removed from bituminous concrete and portland cement concrete pavement intact or in substantially large strips, either manually or by a mechanical roll-up device, at temperatures above 40°F, without the use of heat, solvents, grinding or blasting.

102-9.4 Temporary Raised Pavement Markers (RPMs): Use Class B RPMs except for work that consists of ground-in rumble strips at centerline locations. For ground-in rumble strips at centerline locations, use temporary RPMs in accordance with Section 710. Provide only temporary RPMs listed on the APL. Install all markers in accordance with the manufacturer’s recommendations, the Standard Plans, and Section 706. After initial installation, replace broken

or missing temporary RPMs in locations where more than three consecutive temporary RPMs are broken or missing at no expense to the THEA.

102-9 Materials for Driveway Maintenance

102-10.1 General: Place material in driveways to residences and businesses to provide safe, stable, and reasonable access.

102-10.2 Materials: Provide material of the type typically used for base and having stability and drainage properties that will provide a firm surface under wet conditions.

102-10.3 Construction Methods: Place, level, manipulate, compact, and maintain the material, to the extent appropriate for the intended use.

As permanent driveway construction is accomplished at a particular location, the Contractor may salvage and reuse previously placed materials that are suitable for reuse on other driveways.

102-10 Method of Measurement

102-11.1 Maintenance of Traffic: N/A

102-11 Basis of Payment

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 10
STRUCTURES INCIDENT RESPONSE AND MAINTENANCE

1.0 Incident Response

When it becomes necessary for THEA to obtain the services of a Structural Engineer for emergency inspection for impact damage or damage that creates an immediate hazard to public safety, the Structural Engineer shall prepare plans as needed for temporary emergency repair, as well as, permanent repairs for any work included in the scope of the CONTRACTOR. The CONTRACTOR shall be responsible for correction of all deficiencies related to drainage clearing and drainage system repairs, roadway lighting, navigational lighting, electrical, vegetative, debris, vandalism and graffiti related bridge repairs. The CONTRACTOR shall be responsible for repair of all impact and collision related damage.

2.0 Bridge and Structure Maintenance

Bridge and Structures Maintenance is defined as preventive maintenance, minor maintenance and repairs, as well as, repair of all impact or incident damage. These tasks are divided into the applicable routine maintenance activities. The CONTRACTOR will perform routine bridge maintenance and overhead sign structure maintenance, on THEA system, defined as follows:

- (a.) Preventive Maintenance: The preservation and upkeep of a structure, including all its appurtenances, in its original condition (or as subsequently improved) insofar as practical. Preventive maintenance includes any activity intended to maintain an existing condition or to prevent deterioration. Examples include: cleaning, lubrication, sweeping, herbicide and vegetation removal, installation of "no trespassing" signs, spot painting and application of protective systems. Ideally, preventive maintenance is anticipated (i.e. planned) routine maintenance and does not require a Bridge Work Order to accomplish the work.

- (b.) Minor Maintenance and Repair: The restoration of a structure, including all its appurtenances, to its original condition (or as subsequently improved) insofar as practical. Minor repairs include any activity intended to correct the effects of minor material deterioration by restoring the damaged member. Minor repairs are generally defined as repairs to bridge elements that are structurally sound (i.e., no loss of strength), but may have minor section loss, cracking, spalling or scour. These conditions will have "fair", "satisfactory" or "good" condition ratings as shown in the Bi-Annual Bridge and Structures Inspection

Reports provided by THEA. Minor repairs are defined as unanticipated routine maintenance, usually identified by bridge inspectors and require a Work Order to schedule and accomplish the work. Examples include localized material restoration of: deck expansion joints, deck surfaces and headers, sidewalks, drainage systems, bridge railing systems, superstructure members and bearing devices, substructure members and waterway channels, repair or sealing of slope protection, sealing of substructure component expansion joints, installation of grout pads, replacement of missing or corroded hardware, and stenciling of structure number.

(c.) The Contractor shall review Bridge and Sign Inspection Reports provided by THEA. The Contractor shall have complete responsibility for scheduling and performing bridge and sign maintenance and repairs. The Contractor shall return completed signed and dated FDOT and THEA work order forms to the Director of Operations and Engineering to include photographs of any repairs completed on the bridge and signs. Each work order shall be completed by the Contractor and accepted by THEA within sixty (60) days of receipt by the Contractor of the work items for items deemed Priority 1 work orders, one hundred eighty (180) days for items Priority 2 and 1 year for Priority 3 work orders. Services not completed within this time frame will be subject to a reduction in compensation due the Contractor of \$200 per day per work order for each day the Services specified in the work order are not completed.

- PRIORITY 1 - Immediate repair is needed, a potential hazard exists which may affect the safety of the traveling public. The problem could become an emergency situation before the next inspection.
- PRIORITY 2 - Periodic maintenance is needed to protect the investment and maintain the desirable level of service.
- PRIORITY 3 - Work is needed, but not urgent. Routine Maintenance.
- PRIORITY 4 - Contract Forces Only.

All task order recommendations shall be assigned sequential task order numbers per element number.

(d.) The following is a list of bridge structures to be maintained throughout the life of the contract:

Column1	Structure Number	General Description	Mile Post	Length	Year Constructed
1	100305	EB over GANDY BLVD	0.085	243.2	1975
2	100306	WB over DALE MABRY	0.269	363.5	1975 / 2020
3	100307	EB over DALE MABRY	0.251	384.2	1975
4	100308	WB over HIMES AVE.	0.962	320.9	1975
5	100309	EB over HIMES AVE	0.939	320.9	1975

6	100310	WB over EUCLID AVE	1.221	213.9	1975
7	100311	EB over EUCLID AVE	1.228	213.9	1975
8	100312	WB over EL PRADO BLVD	1.439	960.2	1975
9	100313	EB over EL PRADO BLVD	1.448	272.6	1975
10	100314	WB over MACDILL & BAY TO BAY	2.01	703.5	1976
11	100315	EB over MACDILL & BAY TO BAY	1.988	809.4	1976
12	100316	WB over MISSISSIPPI AVE	2.855	153.5	1975
13	100317	EB over MISSISSIPPI AVE	2.865	153.5	1975
14	100318	WB over WATROUS & HOWARD	3.139	342.8	1975
15	100319	EB over WATROUS & HOWARD	3.134	288.7	1975
16	100320	WB over MORRISON AVE	3.283	287.4	1975
17	100321	EB over MORRISON AVE	3.293	222.4	1975
18	100322	WB over SWANN AVE	3.598	220.8	1975
19	100323	EB over SWANN AVE	3.608	220.8	1975
20	100324	WB over PLATT ST	3.987	213.9	1975
21	100325	EB over PLATT ST	3.992	230	1975
22	100326	WB over WILLOW AVE	4.125	170.6	1975
23	100327	EB over WILLOW AVE	4.123	171	1975
24	100328	WB over SOUTH BLVD	4.379	154	1975
25	100329	EB over SOUTH BLVD	4.379	154	1975
26	100330	WB over HYDE PK&PLANT AV	4.663	666	1975
27	100331	EB over HYDE PK & PLANT AV	4.663	666	1975
28	100332	WB VIADUCT over Downtown Tampa	4.91	9981.9	1975 / 1981 / 2013
29	100333	EB VIADUCT over Downtown Tampa	4.91	9836.9	1975 / 1981 / 2013
30	100443	SR 618 WB over US 41B (22ND ST) & CSX RR	6.943	1095.8	1981 / 2013
31	100444	SR 618 EB over US 41B (22ND ST) & CSX RR	6.953	856.3	1981 / 2014
32	100447	WB over CSX RR	7.525	200	1981 / 2012
33	100449	WB over 34TH ST & CREEK	7.763	304.6	1981 / 2011
34	100450	REVERSIBLE LANES over 34TH ST & CREEK	2.47	322.4	1981 / 2005
35	100453	WB over 50TH ST US 41	9.101	221.5	1981 / 2008
36	100454	EB over 50TH ST US 41	9.101	221.5	1981 / 2008
37	100455	WB over CSX RR	9.367	179	1981 / 2008
38	100456	EB over CSX RR	9.367	178.4	1981 / 2008
39	100457	WB over MAYDELL DR	10.108	152.7	1981 / 2008
40	100458	EB over MAYDELL DR	10.108	152.5	1981 / 2008
41	100459	WB over 78ST & PALM RIVER	10.863	1456.7	1981
42	100460	EB over 78ST & PALM RIVER	10.849	1593.5	1981
43	100461	REVERSIBLE LANES over PALM RIVER RD	6.693	172.4	1981 / 2004

44	100462	EB over PALM RIVER RD	11.972	173.2	1981 / 2004
45	100465	WB over US-301	12.936	247.7	1984
46	100466	REVERSIBLE over US-301	7.645	249	1984 / 2004
47	100489	WB over FALKENBURG RD	13.748	220.4	1986
48	100490	EB over FALKENBURG RD	13.75	221.4	1985 / 2004
49	100800	REVERSIBLE LANES VIADUCT BRIDGE	0.864	6842	2006
50	100801	EB over CSX RR	7.525	208	2005
51	100802	REVERSIBLE over CSX RR	2.228	197	2005
52	100803	EB over 34TH ST	7.759	343.5	2005
53	100804	REVERSIBLE SLIP RAMP over 34TH ST	2.485	341	2006
54	100805	EB over MCKAY BAY GREENWAY	8.191	175	2005
55	100806	REVERSIBLE LANES VIADUCT BRIDGE	2.878	17001	2006
56	100807	WB over PALM RIVER RD	11.977	172.8	2004
57	100808	EB over DELANEY CREEK	12.645	84.4	2004
58	100809	WB over DELANEY CREEK	12.617	91.1	2004
59	100810	REVERSIBLE LANES over DELANEY CREEK	7.347	86.7	2004
60	100811	EB over US-301	12.941	249	2005
61	100812	REVERSIBLE LANES BRIDGE over I-75 (Gateway)	8.831	3252	2004
62	100834	EB over 26TH ST	7.235	101.6	2013
63	100835	WB over 26TH ST	7.235	101.5	2012
64	100836	WB over MCKAY BAY GREENWAY	8.188	106.9	2012
65	100852	Segmental Viaduct to Gandy Bridge	0	7872	2021
66	100853	Viaduct Steel over GANDY BLVD.	0	812.9	2021
67	100854	Ramp D over Ramps C & E	0	794.4	2021
68	100855	Selmon NB Ramp Over Ramps E & G and Dale Mabry Highway	0	955	2021
69	100856	SR 618B WEST EXT. RAMP E over GANDY BLVD.	0.085	240	2019

(e.) The following is a list of sign structures to be maintained throughout the life of the contract:

Column1	Structure Number	General Description	Sign Location	Type of Span	Year Constructed
1	10S073	Span Right of SR-618	0.75 Mi West of US-301	Span	2006
2	10S074	Cantilever Center of SR-618A (REL)	0.75 Mi West of US-301	Cantilever	2006
3	10S075	Cantilever Left of SR-618	0.8 Mi West of US-301	Cantilever	2006
4	10S076	Span Over SR-618 EB	0.25 Mi West of US-301	Span	2006
5	10S077	Cantilever Left of SR-618	0.6 Mi West of US-301	Cantilever	2006
6	10S078	Span Over SR-618 EB	At Exit To US-301	Span	2006
7	10S079	Span Over SR-618A (REL)	0.1 Mi West of US-301	Span	2006
8	10S080	Cantilever Right of SR-618	0.5 Mi West of Falkenburg Rd.	Cantilever	2006
9	10S081	Cantilever Right of SR-618A (REL)	0.25 Mi West of Falkenburg Rd.	Cantilever	2006
10	10S082	Span Left of SR-618	At Ramp To US-301	Span	2006
11	10S083	Span Right of SR-618	500 Ft. West of Falkenburg Rd.	Span	2006
12	10S084	Cantilever Right of SR-618	450 Ft. West of Falkenburg Rd.	Cantilever	2006
13	10S085	Span Over SR-618 EB	At Exit To I-75	Span	2006
14	10S086	Cantilever Right of 618A	0.2 Mi West of I-75	Cantilever	2006
15	10S089	Span Over SR-618A (REL)	2.0 Mi West of US-301	Span	2006
16	10S090	Span Over SR-618A (REL)	0.3 Mi East of 78th St.	Span	2006
17	10S091	Span Over SR-618A (REL)	0.3 Mi East of 78th St.	Span	2006
18	10S127	Butterfly Center of SR-618A (REL)	50 Ft. North of Twiggs St.	Butterfly	2006
19	10S128	Span Over SR-618A (REL)	0.5 Mi East of Twiggs St.	Span	2006
20	10S130	Cantilever Center of SR-618	0.6 Mi East of 22nd St.	Cantilever	2006
21	10S131	Cantilever Right of SR-618A (REL)	300 Ft. East of 34th St.	Cantilever	2006
22	10S132	Span Over SR-618A (REL)	1.4 Mi West of US-301	Span	2006
23	10S133	Cantilever Left of SR-618A (REL)	0.8 Mi West of US-301	Cantilever	2006
24	10S134	Cantilever Right of SR-618A (REL)	0.5 Mi West of US-301	Cantilever	2006
25	10S135	Cantilever Right of SR-618A	0.2 Mi East of I-75	Cantilever	2006
26	10S136	Cantilever Right of SR-618A	0.5 Mi East of I-75	Cantilever	2006
27	10S137	Cantilever Left of SR-618A	350 Ft. West of Brandon Town Center Blvd.	Cantilever	2006
28	10S138	Span Over SR-618A	0.7 Mi East of I-75	Span	2004
29	10S150	Cantilever Left of Lumsden Rd.	0.5 Mi West of S Kings Ave.	Cantilever	2004
30	10S151	Cantilever Left of Lumsden Rd.	1.2 Mi West of S Kings Ave.	Cantilever	2004
31	10S152	Cantilever Right of Providence Rd.	1.8 Mi North of Bloomingdale Ave.	Cantilever	2004
32	10S153	Cantilever Right of Providence Rd.	0.1 Mi North of Lumsden Rd.	Cantilever	2004
33	10S154	Cantilever Left of Lakewood Dr.	0.6 Mi South of SR-60	Cantilever	2004
34	10S155	Cantilever Left of Brandon Pkwy.	0.1 Mi East of Lakewood Rd.	Cantilever	2004
35	10S156	Span over Brandon Pkwy. WB	0.2 Mi West of Lakewood Dr.	Span	2004
36	10S157	Span over Brandon Pkwy. WB	0.3 Mi West of Lakewood Dr.	Span	2004
37	10S158	Span over Town Center Blvd.	0.1 Mi North of Brandon Pkwy.	Span	2004
38	10S159	Span over Town Center Blvd.	0.1 Mi South of Brandon Pkwy.	Span	2004
39	10S206	Cantilever Right of SR-618	0.5 Mi South of Willow Ave	Cantilever	1976
40	10S212	Span Over SR-618 EB	500 Ft. West of Hillsborough River	Span	1982
41	10S214	Span Over SR-618 WB	At Exit to Hyde Park Ave	Span	1976

42	10S215	Cantilever Left of SR-618	0.1 Mi East of Hyde Park Ave	Cantilever	1982
43	10S216	Cantilever Right of Tampa St.	At Ramp to SR-618 WB	Cantilever	1976
44	10S217	Span Over SR-618 EB	Channelside Drive Exit 6A	Span	1982
45	10S219	Cantilever Right of Brorein St.	Under SR-618EB	Span	1982
46	10S220	Cantilever Left of Jefferson St.	At SR-618WB	Cantilever	1982
47	10S222	Cantilever Left of SR-618	0.1 Mi South of SR-60	Cantilever	1976
48	10S224	Cantilever Right of Nebraska Ave.	At SR-618 EB On-Ramp	Cantilever	1976
49	10S225	Cantilever Left of Nebraska Ave.	At SR-618	Cantilever	1982
50	10S226	Cantilever Left of SR-618	At Exit to SR-60	Cantilever	1995
51	10S235	Cantilever Right of US-41	At Ramp to SR-618 EB	Cantilever	1982
52	10S236	Cantilever Left of SR-618	At Exit to US-41	Cantilever	1976
53	10S237	Cantilever Right of SR-618	At 78th St. Exit	Cantilever	1976
54	10S245	Cantilever Left of SR-618	At Willow Ave Exit	Cantilever	1982
55	10S263	Cantilever Right of Jackson St.	87 Ft. West of Jefferson St.	Cantilever	1996
56	10S600	Span Over South Meridian Ave	300 Ft. North of Channelside Dr.	Span	2006
57	10S601	Span Over South Meridian Ave SB	300 Ft. North of Cumberland St.	Span	2006
58	10S602	Span Over S Meridian Ave NB	50 Ft. South of SR-60	Span	2006
59	10S603	Span Over N Meridian Ave.	300Ft. North of SR-60	Span	2006
60	10S604	Cantilever Left of Twiggs St.	100 Ft. East of Meridian Ave.	Cantilever	2005
61	10S605	Span Over SR-60 EB	50 Ft. West of Nebraska Ave.	Span	2006
62	10S606	Cantilever Right of Twiggs St.	At Nebraska Ave.	Cantilever	2005
63	10S607	Span Over Jackson St.	300 Ft. West of SR-618	Span	2005
64	10S659	Cantilever Right of SR-618	0.1 Mi West of Kennedy Blvd.	Cantilever	2014
65	10S660	Cantilever Right of SR-618	0.3 Mi East of Kennedy Blvd.	Cantilever	2014
66	10S661	Cantilever Right of SR-618	0.4 Mi East of Kennedy Blvd.	Cantilever	2014
67	10S662	Cantilever Right of SR-618	0.7 Mi East of Kennedy Blvd.	Cantilever	2014
68	10S663	Cantilever Right of SR-618	0.2 Mi West of 22nd St.	Cantilever	2013
69	10S664	Cantilever Left of SR-618	0.1 Mi West of 22nd St.	Cantilever	2013
70	10S665	Span Over SR-618 EB	220 Ft. West of 22nd St.	Span	2014
71	10S666	Cantilever Left of SR-618	0.1 Mi East of 22nd St.	Cantilever	2013
72	10S667	Cantilever Right of SR-618	0.25 Mi East of 22nd St.	Cantilever	2014
73	10S669	Cantilever Left of SR-618	0.1 Mi West of 34th St.	Cantilever	2013
74	10S670	Span Over SR-618 WB	1.1 Mi West of 50th St.	Span	2014
75	10S671	Cantilever Center of SR-618	1.0 Mi West of 50th St.	Cantilever	2014
76	10S673	Cantilever Left of SR-618	0.9 West of 50th St.	Cantilever	2014
77	10S674	Cantilever Left of SR-618	0.7 Mi West of US-41	Cantilever	2014
78	10S675	Cantilever Left of SR-618	0.6 Mi West of 50th St.	Cantilever	2014
79	10S676	Cantilever Right of SR-618	0.5 Mi West of 50th St.	Cantilever	2014
80	10S677	Cantilever Left of SR-618	0.4 Mi West of 50th St.	Cantilever	2014
81	10S678	Cantilever Right of SR-618	0.3 Mi West of 50th St.	Cantilever	2014
82	10S679	Cantilever Left of SR-618	670 Ft. West of 50th St.	Cantilever	2014
83	10S680	Cantilever Right of US-41 Bus	0.75 Mi South of SR-60	Cantilever	2014
84	10S682	Cantilever Center of US-41 Bus	647 Ft. South of SR-618	Cantilever	2014

85	10S715	Cantilever Left of SR-618	0.5 Mi East of Euclid Ave.	Cantilever	2009
86	10S716	Cantilever Left of SR-618	0.2 Mi East of Bay to Bay Blvd.	Cantilever	2009
87	10S717	Cantilever Left of SR-618	1.0 Mi East of Bay to Bay Blvd.	Cantilever	2009
88	10S719	Cantilever Left of SR-618	0.3 Mi East of Willow Ave.	Cantilever	2011
89	10S720	Cantilever Right of Brorein St.	Ramp to SR-618 WB	Cantilever	2009
90	10S784	Cantilever Right of SR-618 WB Off Ramp	Ramp to Plant Ave.	Cantilever	2010
91	10S785	Cantilever Left of SR-618 On Ramp	Ramp from 22nd St.	Cantilever	2010
92	10S786	Span Over SR-618 WB On Ramp	Ramp from 50th St.	Span	2010
93	10S787	Span Over SR-618 WB On Ramp	Ramp from Willow Ave.	Span	2010
94	10S788	Span Over SR-618 WB	0.7 Mi East of South Willow Ave.	Span	2010
95	10S789	Span Over SR-618 WB	1.2 Mi East of US-41	Span	2010
96	10S790	Span Over SR-618 EB Off Ramp	Ramp to Willow Ave.	Span	2010
97	10S791	Span Over SR-618 EB Off Ramp	Ramp to 22nd St.	Span	2010
98	10S792	Cantilever Left of SR-618 EB On Ramp	Ramp from South Plant Ave.	Cantilever	2010
99	10S793	Span Over SR-618 EB Off Ramp	Ramp to 50th St.	Span	2010
100	10S794	Span Over SR-618 EB	0.7 Mi East of S Willow Ave	Span	2010
101	10S795	Span Over SR-618 EB	1.2 Mi East of US-41	Span	2010
102	10S846	Cantilever Center of SR-618	0.25 MI West of Kennedy Blvd.	Cantilever	2013
103	10S847	Cantilever Right of SR-618	0.3 Mi East of Channelside Dr.	Cantilever	2014
104	10S894	Cantilever Left of US-41	At Ramp to SR-618 WB	Cantilever	2015
105	10S895	Cantilever Right of US-41	400 Ft. South of East Washington St.	Cantilever	2015
106	10S896	Cantilever Right of SR-618	0.3 Mi East of US-41 Bus	Cantilever	2014
107	10S925	Cantilever Right of SR-618B Ramp D	645 Ft. West of Dale Mabry Hwy.	Cantilever	2021
108	10S926	Cantilever Right of SR-618B NB Ramp	0.1 Mi West of Dale Mabry Hwy.	Cantilever	2021
109	10S927	Span Over SR-618B SB Ramp	400 Ft. West of Dale Mabry Hwy.	Span	2021
110	10S933	Cantilever Center of US-92 Gandy Blvd.	0.75 Mi West of Bridge St.	Cantilever	2021
111	10S934	Cantilever Center of US-92 Gandy Blvd.	0.6 Mi West of Bridge St.	Cantilever	2021
112	10S935	Cantilever Center of US-92 Gandy Blvd.	0.5 Mi West of Bridge St.	Cantilever	2021
113	10S936	Butterfly Center of SR-618B	1.3 Mi West of Dale Mabry Hwy.	Butterfly	2021
114	10S937	Butterfly Center of SR-618B	0.8 Mi West of Dale Mabry Hwy.	Butterfly	2021
115	10S938	Cantilever Right of SR-618B	0.2 Mi West of Dale Mabry Hwy.	Cantilever	2021
116	10S939	Span Over SR-618B SB Ramp	400 Ft. North of Dale Mabry Hwy.	Span	2021
117	10S940	Span Over SR-618B SB Ramp	0.3 Mi North of Dale Mabry Hwy.	Span	2021
118	10S941	Span Over SR-618B SB Ramp	0.5 Mi North of Dale Mabry Hwy.	Span	2021
119	10S942	Cantilever Center of SR-618	200 Ft. East of S Himes Ave.	Cantilever	2020
120	10S943	Cantilever Right of US-92 NB Ramp	0.3 Mi North of Gandy Blvd.	Cantilever	2021
121	10S944	Cantilever Left of US-92 SB Ramp	0.3 Mi North of Gandy Blvd.	Cantilever	2021
122	10S945	Butterfly Right of SR-618B	0.2 Mi West of Dale Mabry Hwy.	Butterfly	2021
123	10S946	Butterfly Right of SR-618B NB Ramp	350 Ft. North of Gandy Blvd.	Butterfly	2021
124	10S947	Butterfly Left of SR-618B SB Ramp	110 Ft. South of Dale Mabry Hwy.	Butterfly	2021
125	10S948	Cantilever Center of SR-618	250 Ft. East of W El Prado Blvd.	Cantilever	2020
126	10S957	Cantilever Center of SR-618	400 Ft. West of W Platt St.	Cantilever	2020

(f.) The following is a list of High Mast Light structures to be maintained throughout the life of the contract:

Column1	Structure Numberf	General Description	Location	Year Constructed
1	10P366	HMLP Left of SR-618A/SR-628	0.2 Mi East of I-75	2005
2	10P367	HMLP Left of SR-618A	0.4 Mi West of Town Center Blvd	2002
3	10P368	HMLP Left of SR-618A	0.5 Mi East of I-75	2005
4	10P417	HMLP Right of SR-618	0.25 Mi East of Maydell Dr	2011
5	10P418	HMLP Right of SR-618	0.3 Mi East of Maydell Dr	2000
6	10P419	HMLP Right of SR-618	0.35 Mi East of Maydell Dr	2011
7	10P420	HMLP Right of SR-618	0.35 Mi East of Maydell Dr	2000
8	10P421	HMLP Right of SR-618	0.4 Mi East of Maydell Dr	2011

(g.) The following is a list of Mast Arm Signal structures to be maintained throughout the life of the contract:

Column n1	Structure Number	General Description	Sign Location	Type of Span	Year Constructed
1	10S073	SR-618A (Meridian Ave/Crosstown Expressway) at Twiggs St.	Meridian Ave. / Twiggs St.	(2) Single Arms & (1) Double Arm	2005
2	10S074	US-41B (SR-60/Kennedy BLVD) at Meridian Ave	Meridian Ave. / Kennedy Blvd.	(1) Single Arm & (1) Double Arm	2009
3	10S075	US-41B (SR-60/E Jackson St) at Meridian Ave	Meridian Ave. / Jackson St.	(1) Single Arm & (1) Double Arm	2005
4	10S076	SR-618A (S Meridian Ave) at Whiting St	Meridian Ave. / Whiting St.	(3) Single Arms	2022
5	10S077	SR-618A (S Meridian Ave) at E Cumberland Ave	Meridian Ave. / Cumberland Ave.	(4) Single Arms	2021
6	10S078	SR-618A (Crosstown Expressway) at Town Center Blvd.	Brandon Pkwy / Town Center Blvd.	(2) Single Arms	2005
7	10S079	SR-618A (Brandon Parkway) at Lakewood Dr/Providence Rd	Brandon Pkwy / Lakewood Dr.	(2) Single Arms	2005
8	10S080	SR-618A (Lakewood Dr) at Brandon Main St.	Lakewood Dr. / Brandon Main St.	(3) Single Arms	2005
9	10S081	SR-618A (Lakewood Dr) at Oakfield Dr	Lakewood Dr / Oakfield Dr	(1) Single Arm & (1) Double Arm	2005

3.0 Excluded from Scope, Non-Routine Bridge & Structure Maintenance

Non-Routine Maintenance is defined as specified periodic maintenance, major repairs and rehabilitation to bridges, major sign structures, etc. The CONTRACTOR will not be required to perform non-routine bridge maintenance defined as follows:

(a.) Periodic Maintenance and Major Repair of deteriorated members: The restoration of a structure, including all its appurtenances, to its original condition (or as subsequently improved) insofar as practical. Periodic Maintenance includes painting or coating of an entire structure and system wide joint replacement. Conditions requiring major repairs include loss of section, deterioration, spalling or scour that affect the strength of the member. Engineering analysis is often performed to determine the extent of the lost strength. These conditions will have "poor", "serious", or worse

condition ratings as shown in the Bi-Annual Bridge and Structures Inspection Report for primary structural members. Loss of strength due to impact damage and subsequent repairs needed shall be considered as a minor maintenance activity as stated above.

(b.) Rehabilitation: The improvement or betterment of a structure, including all its appurtenances, to a condition meeting or exceeding current design standards, insofar as practical. Examples of rehabilitation include: vertical face retrofits, widening a bridge to meet lane/shoulder width requirements, replacement of substandard bridge rails, raising a bridge to meet clearance limits and upgrading the operational equipment of a movable span.

4.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 11
CHEMICAL CONTROL OF WEEDS AND GRASS

1.0 Description

- 1.1 Provide all labor, materials and equipment necessary to apply chemicals to vegetation located in areas maintained under this contract to treat undesirable weed and brush growth. These areas include vegetation around roadside obstructions, in surface joints, on paved surfaces, along fence lines, along shoulders, edge of pavement, curb and gutter, around guardrails where no landscaping exists, barrier walls, signs, culvert ends, bridge abutments, and narrow or wide concrete medians, on and around MSE walls, sound walls and any and all concrete structures. This work also includes the removal of the resulting dead or dying vegetation.
- 1.2 Provide all labor, materials and equipment necessary to apply aquatic vegetation control chemicals along outfall ditches, roadside ditches, around drainage structures and side drains.
- 1.3 Chemicals shall not be applied to any areas that are located within or directly adjacent to a landscape planting bed. Contractor shall be responsible for any overspray that damages a landscape area. Contractor shall reimburse THEA for any damages to landscape areas. Landscape areas are maintained under separate contract and are not the responsibility of the Contractor.
- 1.4 The Contractor shall provide a fulltime, on-site employee to directly supervise all chemical applications who possesses the Florida Department of Agriculture's Commercial Pesticide Applicators License for use of restricted pesticides in accordance with the Federal Environmental Pesticide Control Act of 1972 (PL 92-516, FIFRA) with the Right of Way (#6) and Aquatic (#5A) categories. The Contractor shall read the product labels carefully for complete compliance and follow all safety and precautionary measures as described therein. Copies of the required license shall be submitted to the Director of Operations and Engineering before the first application is performed.
- 1.5 The work described in this attachment is divided into the following categories and application cycles:
 - Fence Line Herbicide (4 cycles per year)
 - Aquatic Herbicide for pond outfall ditches, roadside ditches, drainage structures and side drains. (4 cycles per year)

- Roadside Herbicide (Pavement, under guardrail, and all other locations per scope) (6 cycles per year)
- MSE and Sound Wall Herbicide (6 cycles per year)

The Contractor shall include each of the above items in the Annual Work Plan. The Contractor shall also provide a two week look ahead schedule to the Director of Operations and Engineering at least 2 weeks in advance of the date, time and location where the herbicide will be applied. The Contractor shall submit a list of chemicals he plans to use as part of the two week look ahead schedule. No herbicide shall be applied until this process is completed. The Contractor shall only use herbicides that are in compliance with both State and Federal Law. All herbicides shall be applied in accordance with the manufacturer's directions and in compliance with State and Federal Law.

2.0 Additional Contractor Responsibilities

2.1 Frequency

All areas defined above shall receive the specified treatments using an appropriate pre-emergent / post-emergent herbicide. All herbicide applications shall be included in the Annual Work Plan. The contractor shall apply herbicide with a sufficient dosage to keep all items specified in section 1.1 above virtually weed free. Failure to complete the work per the time frames agreed to in the Annual Work Plan shall result in a Liquidated Damage PF-3 (See Scope of Services 7.01). Liquidated damages shall be applied on a per Pay Item basis.

2.2 Materials

All chemicals shall be commercial quality complying with the herbicide laws of the State of Florida. Prior to the first use of any product on the THEA system, the Contractor shall submit to the Director of Operations and Engineering for acceptance, the manufacturer's Material Safety Data Sheets, product label, and a written statement of proposed locations, application rates and application equipment for all chemicals intended for use. All chemical applicator personnel shall have the product information listed above of the material they are working with in their work vehicle at all times. When chemicals are used around guardrail, curbs and miscellaneous obstructions, use a tracker dye to highlight the area(s) sprayed. Tracker dye shall not be used when applying chemicals on painted barrier walls, sound walls, MSE walls or any other painted surfaces. The Contractor shall select herbicides that will provide an effective kill of the

targeted vegetation. If the subject herbicide application does not provide an effective kill, additional treatments shall be applied as appropriate at no

additional cost to THEA.

2.3 Equipment

All chemical applicator personnel shall also have all of the equipment required to correctly mix and apply all chemicals intended for use (measurement devices, personal safety equipment, and application devices). Use equipment specifically designed for commercial application of chemicals. Keep equipment in good repair and operating condition at all times and meet all safety requirements established for this type of work. Equipment is subject to inspection and acceptance by the Director of Operations and Engineering.

2.4 Method of Application

2.4.1 Use the FDOT publication called *A Guide for Roadside Vegetation Management, 2012 Edition*, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as the standard reference in determining desirable treatments.

2.4.2 Properly use and dispose of all chemicals and herbicides in strict accordance with applicable local, state, and federal environmental regulations.

2.4.3 All chemical applications performed in areas specified in Section 1.1 above, shall be performed in a “spot treatment” method. Any other method of chemical application must be approved by the Director of Operations and Engineering prior to the beginning of work.

2.4.4 Contractor shall replace desirable trees, shrubs, or other plants, at no cost to THEA that are injured or lost due to the Contractor’s negligence in the application of chemicals.

2.4.5 The Contractor shall complete a daily FDOT Herbicide Application Log for each location where chemical applications are being performed. The forms must be thoroughly and accurately filled out prior to submittal. The Contractor shall submit completed forms to the Director of Operations and Engineering on a weekly basis. These forms shall be forwarded via email to the Director of Operations and Engineering by the following Monday for the previous week’s applications.

2.4.6 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections; areas that are determined to be unacceptable shall be treated again at no

2.4.7 additional cost to THEA.

3.0

Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.”

END OF SECTION

Attachment 12 GRAFFITI AND STAIN REMOVAL

1.0. Description

- 1.1. Provide all labor, materials, equipment, and incidentals necessary to perform pressure cleaning and/or painting of bridges, including beams and columns, concrete barrier walls, sound walls, cladding walls, planter walls, concrete slopes, and reinforced/ retained earth wall faces and other structures to remove graffiti and other unsightly stains and markings.

2.0. Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.
- 2.2 Clean surfaces using equipment appropriate for removal of the graffiti or other unsightly stains and markings to include entertainer/campaign posters. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning, pressure washing, or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and accepted by the Director of Operations and Engineering prior to use. Do not use hydrocarbon solvents.
- 2.3 Graffiti removal is considered an Emergency Response Activity. Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays, and legal holidays) after discovery or notification. Graffiti determined to be profane or offensive by the Director of Operations and Engineering shall be removed and, at a minimum, a temporary coating applied within two (2) hours of discovery or notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. Non-painted decorative surfaces shall be cleaned and not painted. Means and methods are up to contractor, THEA will not accept unpainted areas to be painted. No extension of the emergency response time will be granted by THEA due to travel distance requirements of the response crew. Completion of routine work shall not be affected by the need to perform emergency work.

Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.9).

- 2.4 Apply the following finishes where applicable:
 - 2.4.1 All painted concrete surfaces shall be painted to cover up any markings.
 - 2.4.2 This can include but not limited to traffic accidents, rubber tire markings (as directed by the Director of Operations and Engineering),

fires, etc.

2.4.3 Concrete surfaces shall receive a Class 5 finish in accordance with the FDOT Standard Specifications. Cleaning, surface preparation, application rates shall be in accordance with manufacturers recommendations. Finish colors shall match existing.

2.4.4 Structural steel surfaces shall receive maintenance painting in accordance with the applicable FDOT Standard Specifications.

2.4.5 Painted concrete surfaces

Ambient Conditions Follow Manufacturer's recommendations.

Do not apply any paint that contains more than 100 ppm lead.

Remove any paint that curls or lifts after application and repaint the areas as per THEA Specification and/or THEA Design Standard.

The color and scheme of the finish coat(s) shall match existing. Coating thickness and cure time shall be per manufacturer's recommendations.

2.5 Collect all debris resulting from the cleaning process and remove from the THEA right-of-way at the end of each workday.

2.6 Painted areas shall be comprised of complete panels or sections. Spot painting will not be accepted. Completed areas of work shall be free from graffiti and stains after cleaning as determined by the Director of Operations and Engineering. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to THEA.

3.0. Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 13 PRESSURE WASHING

1.0 Description

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to perform pressure washing of bridges, including beams and columns, concrete barrier walls, sound walls, cladding walls, planter walls, concrete slopes, and reinforced/retained earth wall faces, and other structures as identified in the Contract Scope of Services.

2.0 Contractor Responsibilities

- 2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

- 2.2 Clean surfaces using equipment appropriate for cleaning of the structure including unsightly stains, markings, graffiti and entertainer/campaign posters. Equipment shall not damage the surface being cleaned. Mechanical (e.g. scrub brushes), steam cleaning, pressure washing, or other means may be necessary. All surfactants or other cleaners must be approved by the coatings manufacturer and reviewed by the Director of Operations and Engineering prior to use. Do not use hydrocarbon solvents.

2.2.1 The following THEA Infrastructure shall be pressure washed:

- A. Bridge Areas: Bridges, cladding enclosures, MSE walls and sidewalks under and directly adjacent (attached) to THEA bridges. These items shall be pressure washed annually.
- B. Sound walls (including traffic barrier when connected to sound wall). These items shall be pressure washed annually.

- 2.3 Collect all debris resulting from the cleaning process and remove from the THEA right-of-way at the end of each workday.

- 2.4 All areas defined above shall be included in the Annual Work Plan. Failure to complete the work per the time frames agreed to in the Annual Work Plan shall result in a Liquidated Damage PF-1 (See Scope of Services 7.01). Liquidated damages shall be applied on a per day per location basis.

3.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include

with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 14 ASPHALT-IN-PLACE REPAIR

1.0 Description

- 1.1 Provide all labor, materials, equipment, and incidentals necessary to perform the work as specified herein. For milling and asphalt paving operations, the Contractor or subcontractor shall be prequalified by the Florida Department of Transportation (FDOT).

The work required by the Contractor will typically fall into the following categories:

- A. Routine Asphalt Pavement Repair (No Milling): This work typically includes the repair of potholes, rutting in travel lanes, sealing of cracks within the travel lanes, settled or depressed pavement, raveled pavement etc.
 - B. Repair (milling and replacement) of asphalt pavement that is damaged by vehicle accidents, spills, fire or other conditions as determined by the Director of Operations and Engineering.
- 1.2 Premature friction course failures caused by original construction or material deficiencies will not be the responsibility of the Contractor. At locations where settlement of the pavement (such as at bridge approach slabs), pot holes, depressions/settlement or raveling occurs, the Contractor shall make repairs as directed by the Director of Operations and Engineering.

2.0 Contractor Responsibilities

2.1 Milling

2.1.1 Method of Operation

Remove existing pavement to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified by the Director of Operations and Engineering.

Establish the longitudinal profile of the milled surface by a skid sensor on the side of the cut nearest the centerline of the road. Establish the cross slope of the milled surface by a second skid sensor near the outside edge of the cut or by an automatic cross slope control mechanism. Multiple cuts may be made to achieve the required pavement

configuration or depth of cut.

Operate the milling machine to effectively minimize the amount of dust being emitted from the machine. Pre-wetting of the pavement may be required.

Place temporary pavement markings to match existing lane lines.

2.1.2 Equipment

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified herein. The machine shall be equipped with automatic grade controls which operate by sensing from one or more skids moving along the pavement surface.

If the machine is equipped with preheating devices, special attention is directed to the fact that local environmental and other regulations governing the operation of this type equipment may vary considerably at each location. Comply with all local regulations, as well as State and Federal rules, and obtain all necessary permits.

2.1.3 Milled Surface

The milled surface shall have a reasonably uniform texture which will provide good bonding, shall be within 1/4 inch of the true profile grade, and shall have no deviations in excess of 1/4 inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above states tolerate may be accepted without correction if the Director of Operations and Engineering determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Correct any unsuitable texture or profile as determined by the Director of Operations and Engineering.

The Director of Operations and Engineering may require re-milling of any area which a surface lamination causes a non-uniform texture to occur.

2.2 Overlaying and Patching

2.2.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Director of Operations and Engineering. The work procedure shall be in accordance with accepted methods and materials to achieve a high

quality and smooth riding asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

- a. Establish traffic control.
- b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.
- c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Director of Operations and Engineering.
- d. Apply light tack coat.
- e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular and shall not present a bump or depression and shall provide a smooth ride and transition.

Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Director of Operations and Engineering.

2.3 Materials

Use only materials conforming to the requirements of the specifications and approved by the Director of Operations and Engineering. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Director of Operations and Engineering for approval prior to using the material on the project.

Unless otherwise specified, construct asphalt pavement with the following limitations:

- (i) Surface course material shall generally be compatible with existing pavement in the vicinity of the work.
- (ii) The use of reclaimed asphalt shall meet the requirements of the FDOT Standard Specifications.
- (iii) Layer thickness for asphaltic concrete structural courses shall comply with the FDOT Standard Specifications.
- (iv) Friction course material shall not be used for base, leveling or as a structural course.

Random testing of materials may be performed by the Director of Operations and Engineering at any time during their preparation and used to verify compliance with the FDOT Standard Specifications.

- 2.4 Perform work in accordance with the FDOT Standard Specifications unless amended in this Attachment. References in the incorporated sections to the Engineer shall be taken to mean the Director of Operations and Engineering.

In Standard Specification Section 327, Milling of Existing Asphalt Pavement, all references to opening of milled areas to traffic are hereby deleted. All milled areas must be resurfaced prior to opening to traffic. Any exception must have the specific approval of the Director of Operations and Engineering.

Maintenance of traffic shall be in accordance with Maintenance Specifications Attachment 19, Section 102, Maintenance of Traffic

- 2.5 For milling existing asphalt pavement, mill existing asphalt pavement, haul off and stockpile or otherwise dispose of the milled material, including temporary striping and removal of existing reflective markers. Disposal at an appropriate site off the THEA right- of-way shall be the sole responsibility of the Contractor.

3.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 15 MECHANICAL ROAD SWEEPING

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to perform routine mechanical road sweeping to protect the roadways from excessive accumulation of debris along the roadways and ramps. The term debris includes all materials normally picked up by a mechanical sweeper such as sand, glass, paper, cans, and other materials. It also includes large limbs, wood, cable, and other materials in the areas to be swept.

2.0 Contractor Responsibilities

2.1 These specifications are end-result oriented. Although the sweeping activity is expected to be accomplished by mechanical means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. Completed work shall be clean and free of all accumulated debris immediately after sweeping as determined by the Director of Operations and Engineering regardless of the number of sweeping passes required to achieve the specified quality. All sweeping equipment will be equipped and actively monitored with GPS tracking devices. The Contractor shall provide a GPS tracking report with each cycle invoiced that include location, coverage and speed data for each piece of sweeping equipment.

2.2 Areas to be maintained:

2.2.1 Perform sweeping and/or cleaning on the following designated areas of the highways:

- (i) Along all outside and median paved shoulders, for the full length and width of the shoulder.
- (ii) At all paved gore areas where interchange ramps converge and diverge from the through traffic lanes for the full width of the gore.
- (iii) Along all concrete median barrier walls for the full length of the wall (full width).
- (iv) Along all paved inside and outside shoulders of interchange ramps for the full length and width of the shoulders.
- (v) Along all pavements including mainline pavements, bridges and interchange ramps at places where foreign matter has accumulated .
- (vi) Along all curbs in any of the above areas.

- (vii) Along all bridge curbs and shoulders paralleling and adjacent to the traffic lanes.

2.3 Quantity and Frequency of Sweeping

Begin each sweeping cycle in accordance with the Contractor's approved Work Plan. The total number and the timing of cycles will be as follows:

- (i) Selmon Expressway Mainline, Selmon West Extension, and Reversible Express Lanes (REL): 1 complete cycle every 2 weeks.
- (ii) Selmon Expressway Ramps: 1 complete cycle every 2 weeks
- (iii) Meridian Avenue: 1 complete cycle every 2 weeks
- (iv) Brandon Parkway and feeder roads: 1 complete cycle every 2 weeks
- (v) Selmon Greenway: 1 complete cycle every 2 weeks

The actual number of sweeping cycles may be increased or decreased as directed by the Director of Operations and Engineering. Failure to complete the work within the time frames above will result in a Liquidated Damage PF-2 (See Scope of Services 7.01) per location per day.

All sweeping equipment will be equipped and actively monitored with GPS tracking devices. The Contractor shall provide a GPS tracking report with each cycle invoiced that includes location, coverage and speed data for each piece of sweeping equipment.

2.3.2 Emergency Response

In the event of a major accident/spill, the Contractor shall respond within 1 hour upon notification. Before leaving the accident/spill site, the Contractor shall ensure that the road surface is free of debris and any fluids that can cause an unsafe condition. Sand or any other absorbent material used in the clean-up shall be collected and deposited in an approved collection facility. Failure to complete the work per the time frame above shall result in a reduction of compensation as defined in the Scope of Services (5.3.9).

2.4 Equipment

- 2.4.1 Furnish equipment of a type and quantity to perform the work satisfactorily
- 2.4.2 within the time specified herein. If in the opinion of the Director of

Operations and Engineering the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, provide additional equipment as directed by the Director of Operations and Engineering. The Contractor will properly maintain all safety devices at all times while the equipment is in use.

- 2.4.3 The Contractor will remove any equipment that does not meet the requirements of section 2.4.1 above until the deficiency is corrected.
- 2.4.4 Do not use equipment which damages the pavement or turf. If this occurs, fix or replace damaged areas at no cost to THEA.
- 2.4.5 All sweeping operations must comply with the FDOT Standard Plans including the Maintenance of Traffic requirements.

2.5 Safety

In the event that an accident occurs involving the Contractor's equipment while the equipment is being used to accomplish authorized work, no relief in responsibility for work performance will be granted to the Contractor.

2.6 Method of Operations

- 2.6.1 Perform all non-emergency sweeping cycles at night beginning no earlier than 10:00 PM and completed no later than 6:00 AM, Sunday night through Thursday night unless otherwise approved in writing by the Director of Operations and Engineering.
- 2.6.2 Complete each sweeping cycle in its entirety prior to beginning another cycle.
- 2.6.3 Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc., that cannot be traversed by the sweeper including the area under guardrail on paved shoulders. Remove any item such as newspaper, magazines, large boxes, etc., that would be torn, ripped, scattered or further subdivided by the sweeper that will result in an objectionable appearance.
- 2.6.4 Dispose of debris properly and in accordance with state and local rules and regulations in effect at the time of disposal.
- 2.6.5 Load, haul and dispose of all accumulated material to an approved disposal site outside the project limits.

- 2.6.6 Do not create excessive airborne dust or other particulates. Use equipment supplied with functioning water spray equipment normal to the industry for dust control.
- 2.6.7 During periods of sweeping operations, consult with the Director of Operations and Engineering for inspection and tentative approval of work quality being accomplished. In the event of unsatisfactory work, re-sweep these areas so that the total sweeping cycle may be completed in a satisfactory manner within the specified time.
- 2.6.8 Sweep around vehicles that are parked in the sweeping area. The area occupied by a parked vehicle will be considered as work accomplished.

2.7 Limitation of Operation

- 2.7.1 For all sweeping operations, operate the equipment in the direction of the traffic. Comply with the FDOT Standard Plans.
- 2.7.2 When necessary for sweeping equipment to cross the travel way, select a location that provides a minimum of 500 feet of unobstructed sight distance. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Plan operations to minimize crossings. U-turns are not permitted.

3.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 16
REPAIR AND RESTORATION OF SLOPES, SHOULDERS AND ROADSIDE
DITCHES AND CANALS

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to repair and/or restore roadway shoulders, slopes, and roadside ditches including clearing and grubbing, site preparation, hauling, grading, stabilizing, sodding, seeding and mulching, miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, and riprap. Finished work shall generally conform to the lines and grades shown on the original approved for construction drawings. THEA will be responsible to secure and pay for any required environmental and water management permits for the work covered under the Contract.

2.0 Contractor Responsibilities

- 2.1 Comply with both the requirements of the FDOT Standard Plans, which is hereby incorporated by reference and made a part of the Contract as if fully set forth herein.
- 2.2 Blade down high points of shoulders, slopes, and accessible ditches, and rough grade, remove, and haul unsuitable material to appropriate disposal sites provided by the Contractor. Retain material on site for use as needed. The Director of Operations and Engineering will make a determination as to the suitability of the retained material, which may be used as either stabilizer or backfill. Dispose of all suitable surplus material or uniformly spread in areas approved by the Director of Operations and Engineering.
- 2.3 Place suitable material in low points of shoulders, slopes, and ditches, and rough grade and mix with existing material. Furnish suitable borrow or topsoil material necessary to complete the work if sufficient material is not available on site.
- 2.4 Roll completed shoulder areas with pneumatic-tired equipment.
- 2.5 Grade site(s) to meet adjacent contours and provide flow for surface drainage. Provide and maintain all measures required for the prevention, control and abatement of erosion and water pollution.
- 2.6 Place miscellaneous asphalt pavement, miscellaneous concrete ditch and slope pavement, sod, riprap and sand-cement filler as necessary to restore area to its original constructed condition (THEA to provide Original Contract Plans upon request).

- Use water sprinkling or other suitable method to limit the amount of dust and dirt rising and scattering in the air to the extent practical for the conditions of the work.
- 2.7 Use flowable fill (FDOT Standard Specification 121) and/or pressure injected grout as appropriate to fill voids in bridge approaches and at other locations as necessary or requested by the Director of Operations and Engineering.
 - 2.8 Perform work in accordance with the appropriate sections of the FDOT Standard Specifications for Road and Bridge Construction and FDOT Standard Plans, current editions at Contract execution, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the incorporated sections to the Engineer shall be taken to mean the Director of Operations and Engineering or designated representative. In case of conflicts between the Standard Specifications and these specifications, these specifications will take precedence.
 - 2.9 Repair damage caused by operations to adjacent facilities. Do not use equipment that damages the pavement or turf area.
 - 2.10 Leave site(s) in clean condition free from materials, rubbish, and debris. Grade site(s) to meet adjacent contours and provide flow for surface drainage.
 - 2.11 When cleaning and reshaping ditches, clear wet ditches and/or canals of vegetation and reshape them to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
 - 2.12 For ditch construction, construct ditches and/or canals to a uniform grade to provide for proper drainage; spread suitable material obtained from excavations or furnished by the Contractor; and haul surplus suitable/unsuitable material (vegetation) from site.
 - 2.13 Install lime rock material and compact to a firm and unyielding base. Compaction will be based on visual inspection by the Director of Operations and Engineering or authorized representative in lieu of density testing.

3.0

Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 17
DRAINAGE SYSTEM REPAIR AND CLEANING

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to perform jet/vacuuming and cleaning drainage pipe, catch basins, junction boxes, and associated grates; clean underdrains; clean ditch pavement; repair or replace skimmers with fiberglass; and adjust manholes and inlets. Perform minor repairs (replace broken frames and/or missing grates, reset frame and grate, patch spalled areas and seal cracks in structures).

2.0 Contractor Responsibilities

- 2.1 Comply with the requirements of the FDOT Standard Plans.
- 2.2 The Contractors daily road patrol shall look for any drainage inlets that are clogged or restricting the flow of stormwater into drainage system. These items when found, will be addressed on the day of discovery.
- 2.3 Perform a quarterly visual inspection of all drainage inlets and outlets within the Contract limits to ensure they are not blocked or restricting drainage system functionality. The Contractor shall provide the results of this inspection to the Director of Operations and Engineering within fourteen (14) calendar days of completion.
- 2.4 Clean drainage systems and structures using equipment appropriate for the required cleaning operation. Unit shall be equipped with an evacuating system large enough to handle the quantity of water used to clean the systems and the resulting debris.
- 2.5 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.
- 2.6 Respond to emergency situations with sufficient resources to clear the drainage system and restore positive drainage as required. Response time to a site shall be 2 hours or less after notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.9).
- 2.7 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.
- 2.8 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.

- 2.9 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to THEA.

- 2.10 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Director of Operations and Engineering. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no additional cost to THEA. The Director of Operations and Engineering will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

- 2.11 Make necessary miscellaneous repairs to drainage system components. Repairs include, but are not limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God. Repairs that are required due to the negligence of the Contractor shall be repaired by the Contractor at no cost to THEA.

- 2.12 Provide drainage system materials that are equal to or better than the materials that were previously used or found in use and with 100% compatibility with existing drainage system.

3.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 18
CONCRETE REPAIRS AND JOINT SEALING

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on bridges, roadways, slope pavement, and reinforced earth retaining walls. Patch spalled areas on bridge decks, pier caps, handrails, concrete pavement and the partial or total replacement of roadway slabs.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 When working over or in a travel lane, close that lane to traffic and use proper traffic control devices in accordance with the FDOT Standard Plans.

2.3 Joint Repairs on Bridge Decks: Furnish a Type D silicone sealant material with backer rod as required. The Type D silicone sealant material used in the system shall be on the FDOT APL and meet the requirements of Section 932 of the FDOT Standard Specifications.

2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy-duty bridge seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.

2.3.2 Where applicable, accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Form a joint in the new widened portion of the deck to match existing. Saw cut will be allowed.

2.3.3 All joints shall be cleaned and prepped in accordance with 2.4.2 below. All seals shall be installed in conformance with the manufacturer's recommendations, including adjustments for temperature variances.

2.3.4 Compression seals shall be continuous from gutter to gutter on the bridge.

2.3.5 Restore spalled areas of existing edge of deck slab, using approved methods and materials, before saw cutting the joint.

2.4 Joint Repairs on Bridge Approaches and Concrete Pavement:

2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).

2.4.2 Clean joints before applying new material. The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.

1. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.
2. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.
3. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.
4. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.
5. Mix the sealant (Dow Corning 902 RCS) in accordance with the manufacturer's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.

2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.

2.4.4 Furnish a Type D silicone sealant material with backer rod as required. The Type D silicone sealant material used in the system shall be on the FDOT APL and meet the requirements of Section 932 of the FDOT Standard Specifications.

2.5 Joint Repairs on Slope Pavement and Miscellaneous Concrete:

Repair procedure generally follows that specified for bridge approaches and concrete pavement in paragraph 2.4 above.

2.6 Repairs to Concrete Bridge Deck, Concrete Roadway Slabs, Pier Caps, Handrails:

2.6.1 Remove unsound concrete and perform repair per the manufacturer's product specifications.

2.6.2 Patching material shall be on the FDOT Approved Products List (APL). Place patch material and finish consistent and level with surrounding pavement, deck or other surface.

2.7 Removal and Disposal of Joint Materials

Remove and properly dispose of old joint material.

2.8 Collect all debris resulting from the work and remove from THEA right-of-way. Dispose of all debris in accordance with Federal, State, and Local laws.

2.9 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to THEA.

3.0 Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION

Attachment 19
TREE TRIMMING AND REMOVAL

1.0 Description

- 1.1 Trim desired trees and brush or remove undesired trees and brush and dispose of resulting waste and debris. Perform all work meeting the requirements of recognized and approved arboriculture principles with emphasis on tree health and symmetry as set forth in “The American National Standard for Tree Care Operations – Tree, Shrub and Other Woody Plant Maintenance – Standard Practices” (ANSI A300-2014). Perform all work without damage to trees and shrubs that are intended to remain in the work area.

Prior to beginning work, report all damaged fence, fence posts and other appurtenances (i.e., sign posts and bases, delineator posts, guardrail or barrier walls, light poles, endwalls, pipes, drainage structures, poles, guys, landscape areas, etc.) to the Director of Operations and Engineering. Replace any fence, fence post or other appurtenance found damaged after beginning work at no cost to THEA.

2.0 Contractor’s Responsibilities

- 2.1 Tree trimming and removal shall be required to maintain visibility and clear obstructions from signs, lighting, roadway surveillance cameras, guardrail, fences and other roadway features. Tree trimming may be required to remove dead, decaying, dying or diseased branches or trees or as may be directed by the Director of Operations and Engineering.

- 2.2 Use equipment designed for the performance of work described herein. Maintain equipment in good repair and operating condition at all times meeting all applicable safety requirements. Maintain safety devices at all times while the equipment is in use. Cut and trim the trees to the height and width desired using mobile, mechanical equipment capable of vertical, horizontal and angle cuts.

Do not use equipment on THEA right-of-way that damages the pavement, curbs or turf area. Repair damage resulting from work activities at no cost to THEA before resuming project activities.

- 2.3 Obtain any and all permits and licensing required by law during the term of this contract. Provide and distribute any announcements or written notices that may be required.
- 2.4 Trim the trees to the height and width required to clear the obstruction as

directed by the Director of Operations and Engineering. Remove all dead, dying, diseased, decaying, interfering, suckering, obstructing and weak branches. Cut and remove all branches or limbs in accordance with ANSI A300 Standards. Topping or heading back is not allowed. If the height of a tree must be reduced, all cuts will be made to strong laterals or to the parent limb. Do not cut limbs back to stubs. When practical, cuts will be made in accordance to A-300 Standards, and the natural shape and structure of the tree should be maintained.

- 2.5 Remove trees by severing and lowering to the ground suitable sized sections of limbs or trunk. Use suitable ropes, slings, guidelines and block and tackle to safely lower the severed branches and trunk sections. Cut the main trunk at or below the ground surface. Treat the stumps with an herbicide labeled for stump use. Use of soil sterilant or residual type materials will not be permitted.
- 2.6 Brush Removal: Cut and remove vegetation with multiple trunks extending from a common root-base (i.e., Brazilian pepper, myrtle, palmettos, bamboo, palms, etc.) flush with the ground surface. Remove all stumps or debris.
- 2.7 Tree and Brush Removal from Fence Lines: Cut and remove trees and brush within the right-of-way and adjacent to the fence creating a corridor measuring ten (10) feet in width and fifteen (15) feet in height. The corridor should be cut to avoid the trees marked by the Director of Operations and Engineering not to be removed while maintaining a clear corridor to the dimensions stated above.

Cut and remove trees and brush diagonally from the roadway to the right-of-way fence creating access corridors:

Ten (10) feet in width and fifteen (15) feet in height at intervals of not more than two thousand (2000) feet, or as required by outfall ditches, natural drains, or other intersecting roadways, railroads, etc.

- 2.8 Stump Removal: Remove stumps (including protruding roots and debris) to a depth of twelve (12)-inches below the surface of the original ground. Provide acceptable fill material, grade and compact holes or voids created by the removal of the stumps.
- 2.9 Disposal of Debris: Dispose of all debris and waste in compliance with all local, state and federal regulations. Debris may be stockpiled in the THEA right-of-way for a period of time determined by and with the written approval of the Director of Operations and Engineering. With the approval of the Director of

Operations and Engineering, wood chips may be evenly distributed to a depth of no more than one inch in designated areas in THEA right-of-way.

2.10 Quality: Ensure the work site and adjacent properties are clean and free of trimmings, stumps, roots, logs or any other debris at all times.

3.0. Basis of Payment:

Lump Sum price and payment will be full compensation for all work specified in this section. The CONTRACTOR will invoice THEA monthly and will include with the monthly invoice a detailed summary by Expressway System area of all work completed.

END OF SECTION