



**Addendum Issued: 8/9/2024**

# ***Request for Proposals: ASSET MAINTENANCE SERVICES***

## **THEA PROJECT No. O-1124**

### **RESPONSIBLE DEPARTMENT**

Brian Pickard  
Director of Operations and Engineering

### **PROCUREMENT DEPARTMENT**

Shannon Bush  
Contracts and Procurement Manager  
1104 East Twiggs Street, Suite 300  
Tampa, Florida 33602  
Telephone Number: (813) 272-6740  
Email: [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com)

**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  
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DemandStar System ([www.demandstar.com](http://www.demandstar.com)).

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

<b>DATE</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
<b>July 5, 2024, by 5:00 PM</b>	Advertisement published	THEA Website & Demandstar
<b>July 23, 2024, @ 9:00 AM</b>	Mandatory pre-proposal meeting – In Person	THEA Office 1104 E. Twiggs Street, Suite 300 Tampa, FL 33602
<b>July 29, 2024, by 12:00 PM</b>	Deadline for respondent's submission of questions to THEA	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<del><b>August 5, 2024, by 5:00 PM</b></del> <b>August 9, 2024, by 5:00 PM</b>	Deadline for THEA to respond to respondent's questions	THEA Website & Demandstar
<del><b>August 13, 2024, by 09:00-AM</b></del> <b>August 28, 2024, by 9:00 AM</b>	Deadline for submitting Expanded Letters of Response (ELOR) package	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<del><b>August 21, 2024, by 9:00 AM</b></del> <b>September 23, 2024, by 12:00 PM</b>	Evaluation committee submits ELOR package scores to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<del><b>August 22, 2024, @ 9:00 AM</b></del> <b>September 26, 2024 @ 2:00 PM</b>	Evaluation committee meets to confirm ELOR package scores	THEA Office 1104 E. Twiggs Street, Suite Tampa, FL 33602
<del><b>August 29, 2024</b></del> <b>October 8, 2024</b>	Oral interview – In Person	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
<del><b>August 30, by 9:00 AM</b></del> <b>October 10, 2024 by 9:00 AM</b>	Deadline for respondent to submit price proposal to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<del><b>September 10, 2024, @ 9:00-AM</b></del> <b>October 11, 2024 @ 5:00 PM</b>	Evaluation committee submits oral interview scores to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<del><b>September 11, 2024, @ 1:15-PM</b></del> <b>October 15, 2024, @ 1:15 PM</b>	Evaluation committee meets to confirm oral interview scores, opening of price proposal and final ranking of respondents	THEA Office 1104 E. Twiggs Street, Suite Tampa, FL 33602
<del><b>September 13, 2024, by 5:00-PM</b></del> <b>October 16, 2024 by 5:00 PM</b>	Posting of notice of intended final ranking	THEA Website & Demandstar
<del><b>September 23, 2024, @ 1:30-PM</b></del> <b>October 28, 2024 @1:30 PM</b>	Board approval of final ranking and award of contract	THEA Board Room 1104 E. Twiggs Street Tampa, FL 33602
<del><b>September 25, 2024, by 5:00-PM</b></del> <b>October 29, 2024 by 5:00 PM</b>	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](http://www.demandstar.com)) and is also available through a link on the THEA website ([www.tampa-xway.com](http://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](mailto: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](http://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](mailto: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](mailto: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](http://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](mailto: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:

	<b><u>ELOR PACKAGE EVALUATION CRITERIA</u></b>	<b><u>Maximum Points</u></b>
1.	<p><b><u>Understanding and Approach:</u></b></p> <ul style="list-style-type: none"> <li>• Evaluate the respondent's understanding of the project objectives and provided approach to meeting those objectives.</li> <li>• 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.</li> </ul>	15

2.	<p><b><u>Qualifications, Experience and Past Performance of the Respondent (Firm/Team):</u></b> Consideration of past performance and references.</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Evaluation based on Respondent’s qualifications of firm, history, size, experience, references, resources available, etc.</li> <li>• Evaluation of Respondent’s experience providing similar services for Tolling Agencies.</li> <li>• Evaluation of possible conflicts of interest, as well as litigation resulting from any claim(s) of negligence (errors and/or omissions).</li> <li>• Consideration of past performance demonstrating ability to meet and adhere to project schedules.</li> </ul>	15
<b>subtotal</b>		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:

	<b><u>ORAL INTERVIEW EVALUATION CRITERIA</u></b>	<b><u>Maximum Points</u></b>
1.	<b><u>Communication</u></b> <ul style="list-style-type: none"> <li>• <u>The respondent’s approach to information data collection and reporting and other Innovative approaches to the project.</u></li> <li>• <u>Tracking and Reporting Public Concerns</u></li> </ul>	10
2.	<b><u>Incident and Emergency Management Plan</u></b> <ul style="list-style-type: none"> <li>• <u>The respondent’s Incident Management Plan as it relates to THEA’s expressway system.</u></li> <li>• <u>The respondent’s Plan for Governor Declared Emergencies</u></li> <li>• <u>The respondent’s plan for Storm Recovery</u></li> </ul>	10
3.	<b><u>THEA’s Unique Challenges</u></b> <ul style="list-style-type: none"> <li>• <u>Challenges identified by the respondent to be overcome with the Scope of Work</u></li> <li>• <u>Plan to overcome challenges identified with the Scope of Work</u></li> </ul>	10
4.	<b><u>Innovative Approaches to the Project</u></b> <ul style="list-style-type: none"> <li>• <u>Evaluation of the Contractor’s use of technology and innovation on the project to increase safety, production, identification of work needs, reduce staff requirements and meet MRP standards</u></li> </ul>	10
	<b>subtotal</b>	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):**

Price Proposals are to be received on the date and time and at the location specified for the **Deadline for respondent to submit price proposal to THEA Procurement Office** referenced in Paragraph 1.4, Schedule of Events. Respondents must include Form 8, **Anticipated SBE Participation Statement with their price proposal.** 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~~ will 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](http://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](http://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 **seven (7) pages** 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.

<b>Proposal Format</b>	<b>Section Title</b>
	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 <del>Form 8 – Anticipated SBE Participation Statement</del>

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: \_\_\_\_\_

**To be submitted with Price Proposal**  
**[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](mailto: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
- C. 03-27-2024 Value of Insurable Assets
- D. 2023 BiennialInspectionReport
- E. Asset Maintenance Pos
- F. AssetMaint.Map08022024
- G. Attenuator Inspect Rpt – 4.24
- H. Guardrail Inspection – 10.22
- I. HMLP Work Order History
- J. Light outage reports
- K. SELMON RCI TOTALS WCIM 3.2022
- L. Signs Work Order History
- M. THEA Generators
- N. THEA light Qty's
- O. THEA MRP Scores
- P. THEA SLDs
- Q. THEA Str. Inspection Schedule
- R. Bridge Work Order History
- S. BridgeStructures
- T. Misc\_Structures

**Documents for this project include documents exempt from public disclosure as provided by Section 119.071(3)(b), Florida Statutes. Attachments, Exhibits and/or References not attached to the RFP and/or RFP Addendum will be supplied upon request and shared via a OneDrive File Share. An Exempt Documents/Security System Plan Distribution Form (Exhibit 3) must be completed. The requestor of the documents must submit a copy of their business card, identification card, and documentation exhibiting their Florida professional engineering license number (such as a business card with their license number); licensed architect or licensed contractor information is also acceptable. Contact the Procurement Office at [procurement@tampaxway.com](mailto:procurement@tampaxway.com) to request your link.**

## **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, Light 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 1 <sup>st</sup> day of each month	\$1000 for each day late (PF-3)
Repair of Priority 1 Bridge and Structures Deficiencies identified in Bridge Inspection Reports	60 Days	\$200 for each day late per bridge
Repair of Priority 2 Bridge and Structures Deficiencies identified in Bridge Inspection Reports	180 days	\$200 for each day late per bridge
Repair of Priority 3 Bridge and Structures Deficiencies identified in Bridge Inspection Reports	1 Year	\$200 for each day late per bridge.

Pressure Washing of 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 Rating Program of 91 (minimum)	3 Times Per Year	\$5000 for each point below MRP 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 the overall MRP rating of 91.
Characteristic rating more than 10 points below 91.	3 Times Per Year	\$250 for each point on any characteristic rating more than 10 points below the overall MRP rating of 91.
Enhanced Characteristics rating: Striping minimum 95 Small and large signs 90 Lighting 85	3 Times Per Year	\$250 for each point below enhanced characteristic rating

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 within the first 30 days of the contract execution 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 FDOT D7 directives for regional evacuation routes. ~~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's Structures inspection team** 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. THEA provided reimbursement once the \$50,000, per accident or incident, or \$250,000 annual cap are reached.
5. 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 Order forms 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.~~ **The contractor may seek an adjustment in compensation, contract prices, or time to complete the work due to delays because of activities by others for whom the contractor is not responsible.**

### 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. **Notwithstanding anything in the Contract to the contrary, the contractor is fully responsible for all hazardous waste or materials it creates or releases in connection with, or brings to, the project unless required by this Agreement. Contractor shall immediately report to THEA any hazardous materials in accordance with the above notice provisions, which it discovers or which are released at the project. THEA shall assume generator status for any pre-existing hazardous materials and shall sign all transportation manifests as generator.**



- 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:~~

<del>_____</del>	<del>Striping</del>	<del>_____</del>	<del>95</del>
<del>_____</del>	<del>Signs &lt; 30 sf</del>	<del>_____</del>	<del>90</del>
<del>_____</del>	<del>Signs &gt; 30 sf</del>	<del>_____</del>	<del>90</del>
<del>_____</del>	<del>Lighting</del>	<del>_____</del>	<del>85</del>

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.

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