

INVITATION TO BID (ITB) Contract #: O-0625 EAST SELMON RESURFACING FROM EAST OF 78th STREET TO FALKENBURG ROAD

ITB Issue Date & Cone of Silence Effective Date: 9/9/24

ITB Response Due Date: 10/3/24

RESPONSIBLE DEPARTMENT

Operations: PM-Brian Pickard, Director of Operations

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

THE RESPONSIBILITY OF SUBMITTING A BID PROPOSAL PACKAGE IN RESPONSE TO THIS SOLICITATION DOCUMENT TO THEA ON OR BEFORE THE STATED DEADLINE SHALL BE SOLELY AND STRICTLY OF THE BIDDER. THEA SHALL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL, OR ANY OTHER DELIVERY SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

BIDDERS SHALL READ THE SOLICITATION IN THEIR ENTIRETY PRIOR TO SUBMITTING A BID PACKAGE.

BY SUBMITTING A BID PROPOSAL PACKAGE, THE BIDDER ACKNOWLEDGES THEY HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS TO BE MET AND THE CHARACTER AND QUALITY OF THE SCOPE OF WORK TO BE PROVIDED

Legal Entity Name (Bidder):		
Address of Bidder:		
FEIN:		
Name of Authorized Officer:	Title:	
E-mail:	Phone Number:	

Exhibits/Attachments -

- A. Scope of Work
- B. Public Entity Crime
- C. Drug-Free Workplace
- D. Bid Proposal Form
- E. Bid Tabulation Sheet
- F. Conflict of Interest Form
- G. Experience and References
- H. Insurance Requirements, Coverage and Limits
- I. Bid Bond
- J. Payment and Performance Bond
- K. Certification Regarding Scrutinized Companies List

References/Construction Drawings/Specification Attachment(s)-

- 1. Selmon Resurfacing Roadway Plans_2024-06-12.pdf
- 2. Selmon Resurfacing Pavement Marking Plans 2024-06-12.pdf
- 3. Selmon Resurfacing Special Provisions 2024-07-25

I. INTRODUCTION

The Tampa Hillsborough Expressway Authority (THEA) is soliciting sealed bids from qualified firms to provide all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to mill and resurface the local (mainline) lanes of the Selmon Expressway from east of 78th Street to Falkenburg Road in Hillsborough County. Major work (FDOT Prequalified): 10-Flexible Paving.

INSTRUCTIONS TO BIDDERS

- THEA must receive all submittals at the location, date, and time identified in Section VI., Schedule
 of Events. Any submittal received after the stated time and date shall not be considered. It shall be
 the sole responsibility of the firm to have its package delivered to THEA however, facsimile or
 telegraphic submittals will not be accepted. Delay in delivery shall not be the responsibility of THEA.
 Submittals received after the deadline shall not be considered and may be returned only at the firm's
 expense.
- 2. Each bidder shall examine all documents and shall determine all matters relating to the interpretation of such documents.
- 3. The following exhibits are required by THEA to be completed by the bidder and submitted as part of the bid proposal package:
 - B. Public Entity Crime
 - C. Drug-Free Workplace
 - D. Bid Proposal Form
 - E. Bid Tabulation Sheet
 - F. Conflict of Interest Form
 - G. Experience and References
 - H. Insurance Requirements, Coverage and Limits
 - I. Certification Regarding Scrutinized Companies List
- 4. A surety commitment letter is required to be submitted as part of the bid proposal package. The bidder is required to provide proof of bonding capacity and provide acknowledgment by the bidder's surety of the ability to provide the required Payment and Performance Bond and Bid Bonds.
- 5. Proof of insurance is required to be submitted as part of the bid proposal package. The bidder must provide evidence of the bidder's ability to provide the insurance coverage required in Exhibit I Insurance Requirements, Coverages, and Limits, either by means of an existing policy or other verifiable proof (such as an agent/broker commitment letter).
- 6. Bid proposal packages are to only be submitted electronically to THEA's Procurement e-mail inbox. One (1) original, combined pdf bid proposal package including the required forms above must be e-mailed to THEA's Procurement Department, clearly labeled, "Bid Proposal Package O-0625 East Selmon Resurfacing from East of 78th Street to Falkenburg Road" sent to:

Procurement Office Procurement@tampa-xway.com

- 7. THEA shall not be liable for any expenses incurred in the preparation of the bid proposal package.
- 8. THEA reserves the right to accept or reject any or all bid proposal packages, to waive irregularities and technicalities, and to request resubmission or to re-advertise for all or any part of the work. THEA

shall be the sole judge of the submittals and the resulting negotiated agreement that is in THEA's best interest, and THEA's decision shall be final.

9. The successful bidder shall be required to execute a contract, in form and content acceptable to THEA, indemnifying and holding harmless THEA, its officials, officers, employees, and agents from all claims.

10. CONE OF SILENCE

Firms, their agents, or associates shall refrain from contacting or soliciting any THEA staff, the consultants representing THEA regarding this ITB or members of the Board of Directors directly or indirectly regarding this ITB and this solicitation once the ITB is published and until the Board of Directors has made a final decision to award the contract. Failure to comply with this provision may result in the disqualification of the firm.

AT THE DISCRETION OF THEA, ANY VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL CONSTITUTE GROUNDS FOR IMMEDIATE REJECTION OF THE BID PROPOSAL PACKAGE AND THE BIDDER SHALL BE DEEMED NON-RESPONSIVE.

11. Questions about this ITB for interpretation, clarification or about the project must be in writing addressed to THEA Procurement Department at Procurement@tampa-xway.com. To be considered, such requests must be received no later than the date and time stated for the deadline for respondent's submission of questions to THEA referenced in Section VI., Schedule of Events. Questions received after the date will not be considered.

II. QUALIFICATIONS:

1. The bidder must include with its bid proposal package all completed required forms as indicated in Section II Instructions to Bidders. Failure to submit all completed forms may be cause for rejection at the sole discretion of THEA. Only bidders with FDOT prequalification listed below at the time of submittal are eligible for selection. Prequalified Work Type: 10-Flexible Paving

III. DOING BUSINESS IN THE STATE OF FLORIDA

All bidders shall be in good standing with and authorized to do business in the State of Florida. Furthermore, it is the responsibility of the bidder to confirm that all of its subcontractors are also in good standing and authorized to do business in the State of Florida as may be required pursuant to §607.1501, §605.0902, and §605.0905 Florida Statutes.

If a bidder is not required to register pursuant to Florida Statutes, the successful bidder must be able to submit documentation demonstrating non-applicability of the statute.

THEA shall not execute an agreement if the successful bidder and subcontractors are not registered and in good standing to do business in the State of Florida as required by the referenced Florida Statutes.

IV. SELECTION PROCESS

THEA intends to purchase the services from the responsible and responsive bidder. The selection process for this ITB will consist of the following.

Bid proposal packages will be evaluated on whether the bidder is responsible and responsive to this solicitation, with the objective to evaluate those bids and responses and to award a contract for the work to the firm with the **lowest total bid price**.

THEA will determine if the bid is responsive and is a responsible bidder, in its sole and absolute discretion, considering all relevant facts and information. THEA reserves the right at its sole discretion to reject any and all bids if it is determined the total bid price is excessive, best offers are determined to be unreasonable or it is in THEA's best interest to do so.

The required bond forms are to be submitted to the THEA Procurement Office with the responsive bid proposal package, after Board approval of Final Ranking and Award of Contract.

FINAL SELECTION:

The bidder with the **lowest total bid price** will be presented to THEA's Board of Directors for consideration and approval with a recommendation that the bidder be selected per the Schedule of Events below.

V. SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
September 9, 2024, by 5:00 PM	Advertisement Published	THEA Website & Demandstar
September 23, 2024, by 9:00 AM	Deadline for Respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
September 27, 2024, by 5:00 PM	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
October 3, 2024, by 9:00 AM	Deadline for Submitting Bid Proposal Package	Email to Procurement@tampa-xway.com
October 3, 2024, @ 1:15 PM	Public Opening of Bid Proposal Packages	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
October 7, 2024, by 5:00 PM	Post Notice of Intended Ranking	THEA Website & Demandstar
October 28, 2024, @ 1:30 PM	Board Approval of Final Ranking & Award of Contract	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
October 29, 2024, by 5:00 PM	Posting of Award of Contract	THEA Website & Demandstar

East Selmon Resurfacing from East of 78th Street to Falkenburg Road Project No.: O-0625

VI. TERMS AND CONDITIONS

THEA reserves the right to reject all bid proposal packages, any bid proposal packages not conforming to this Invitation to Bid, and to waive any irregularity or informality with respect to any proposal. THEA further, reserves the right to request clarification of information submitted and to request additional information from one or more firms.

THEA requires that the bidder selected will not discriminate under the agreement against any person in accordance with federal, state, and local governments' regulations. THEA requires the bidder selected make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to THEA.

THEA requires that the bidder make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board of Directors, or THEA staff, except as expressly permitted in the ITB.



SCOPE OF WORK

1. **DESCRIPTION**

1.01 This section provides a general summary or overview of the work to be performed in the Invitation to Bid (ITB). In performing the work, the contract documents, plans and specifications shall be adhered to. This project is to be let as a Pay Item project.

2. SCOPE OF WORK

- 2.01 The general Scope of Work consists of, but is not limited to: Providing all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to mill and resurface, apply temporary striping, permanent thermoplastic striping and reflective pavement markings to the eastbound and westbound Local (Mainline) Lanes of the Selmon Expressway from east of 78th Street to Falkenburg Road in Hillsborough County. Milling and resurfacing limits along the ramp auxiliary lanes vary. See plans for limits.
- 2.02 The estimated material quantities are shown in the project plans. I
- 2.03 The milling and paving activities are to be performed in accordance with the FY 2024-25 edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction.
- 2.04 Temporary and permanent striping activities are to be performed in accordance with the FY 2024-25 edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction. In addition, the Contractor shall install pavement markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures and current design memorandums in effect at the time of bid, including the FY 2024-25 FDOT Standard Plans for Road and Bridge Construction.
- 2.05 Temporary Traffic Control is to be provided by the Contractor during all set-up and take-down activities and work activities. Temporary Traffic Control is to be performed by "MOT certified" staff in accordance with the FY 2024-25 edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, Section 102, Maintenance of Traffic and the FY 2024-25 Florida Department of Transportation (FDOT) Standard Plans for Road and Bridge Construction.

2.05.01 Mainline and ramp lane closures are <u>not permitted</u> during the following hours:

5:00 AM to 9:00 AM 3:00 PM to 7:00 PM

- 2.05.02 Paving operations shall be performed at night.
- 2.05.03 No two consecutive ramps in the same direction shall be closed within the same work period.
- 2.05.04 A lane may only be closed during active work periods, and during the times noted above. All lane closures, including ramp closures, must be reported to the Authority's Project Manager and Public Information Officer a minimum of fourteen (14) calendar days prior to each closure. Also, the Contractor shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.
- 2.05.05 The following Special Events have been identified in accordance with Specification 8-6.4:
 - Tampa Bay Lightning home games
 - MacDill Air Fest
 - Gasparilla Parade
 - Gasparilla Children's Parade
 - Gasparilla Distance Classic
 - Riverfest

In addition to the limitations on lane closures, detours, and non-working days, the Authority may direct up to ten (10) days per Calendar Year when no lane closures and detours will be permitted. The Design-Build Firm will be provided no less than 24-hour notice of these events and shall be at no additional cost or time to the Authority.

- 2.06 Work performance total duration is 110 calendar days.
- 2.07 If base material is encountered during milling operations, the Contractor shall reduce the milling depth to the top of the base material and immediately apply a prime coat before the tack coat application. The reduction in asphalt pavement material quantity will constitute a reduced payment in accordance with the Special Provisions. Rework the base material as needed to meet specification requirements.
- 2.08 The Contractor is to take any and all precautions to protect the vehicular traffic and any appurtenances during all phases of construction. All claims for damage due to the activities of the Contractor and/or its sub-contractors will be the responsibility of the Contractor.

- 2.09 The Contractor shall not disrupt tolling operations or facilities during construction operations. In addition, the Contractor shall be responsible for damage recovery for failure to complete the work and reopen all lanes during the allowable lane closure times.
- 2.10 Contractor shall feather the milled surface within travel lanes as needed to ensure a smooth transition between open-graded and dense-graded friction courses.

3. SUBMITTALS

- 3.01 Submit the following in accordance with shop drawing submittal requirements of the General Provisions.
 - 3.01.01 Maintenance of Traffic Plan. The Contractor shall prepare and submit to THEA a signed and sealed Maintenance of Traffic Plan for off-site detours and other work not covered under the FDOT Maintenance of Traffic Standard Plans.
 - 3.01.02 Shop drawings. Provide FDOT-certified mix designs to THEA for approval.

4. CONTRACT DRAWINGS

4.01 Construction drawings and specifications have been prepared for this project. Drawings provided may not be reflective of all existing conditions the Contractor may encounter. All existing conditions to be encountered shall be verified as to the character, quality, and quantity of work to be performed and materials to be furnished in the performance of the construction drawings. The Contractor shall base their bid solely on their own opinion of the conditions likely to be encountered, and promptly notify THEA of any deviations or disagreements found in the drawings, specifications and/or general conditions or existing field conditions.

4.01.01 Construction Drawings

4.01.01. O-00619D_S+S_FINAL_Selmon
 Resurfacing_Roadway Plans_2024-06-12.pdf
 4.01.02. O-00619D_S+S_FINAL_Selmon
 Resurfacing_Pavement_Marking_Plans_2024-06-

12.pdf

4.02 Specifications Packages have been prepared for this project and shall constitute as a control of the work. The following specifications are required to be followed by the Contractor and no deviations are permitted.

4.02.01 Specifications Package

5. PRODUCTS

5.01 All asphalt products shall come from an FDOT-approved plant. All mix designs shall be an FDOT-approved mix for the required specification.

6. EXECUTION

6.01 Work Sequence

6.01.01 The project schedule shall commence from the Notice to Proceed (NTP) date being Day One.

6.01.02 All contract work shall be completed within 110 calendar days of Day One as established by the NTP. Lane closures restrictions are required as indicated in Section 2.04.

6.02 Issue Escalation

In the event issues arise during the prosecution of the work, the issue escalation and resolution will be processed as detailed herein.

- 6.02.01 All issues shall be directed to the CEI Senior Project Engineer. The Contractor shall provide all supporting documentation relative to the issue being escalated, and any documentation not provided in the initial contact with the CEI Construction Project Manager shall not be considered.
- 6.02.02 If the issue cannot be resolved by the CEI in coordination with the General Engineering Consultant representing THEA as applicable, the General Engineering Consultant representing THEA shall forward the issue to THEA's Director of Operations and Engineering who will coordinate with the General Engineering Consultant representing THEA and CEI, as applicable.
- 6.02.03 Each escalation level shall have a maximum of five (5) calendar days (excluding weekends and THEA observed holidays) to answer, resolve, or address the issue.
 - 6.02.03.01 The five (5) calendar day period (excluding weekends and THEA observed holidays) begins when each level in the issue escalation process has received all required supporting documentation necessary to arrive at an informed and complete decision.
 - 6.02.03.02 The five (5) calendar day period (excluding weekends and THEA observed holidays) is a response time and does not infer resolution.
- 6.02.04 Questions asked by THEA may be expressed verbally and followed up in writing within one (1) calendar day (excluding weekends and THEA observed holidays).

 Responses provided by the Contractor may be expressed

verbally and followed up in writing within one (1) working day.

Once a response is received from the Director of Operations and Engineering, the CEI will respond to the Contractor in a timely manner but not to exceed three (3) calendar days (excluding weekends and THEA observed holidays).

6.02.06 The Contractor shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.

EXHIBIT B

PUBLIC ENTITY CRIMES FORM

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

1.	This sworn statement is submitted to Tampa-Hillsborough County Expressway Authority	
	by [print individual's name and title]	
	[print individual's name and title]	
	for	
	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 contract 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.

EXHIBIT B

6.	Based on the information and belief, the statement which I have marked below is true in relation tentity submitting this sworn statement. [indicate with a check mark which statement applies.]	o the
	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management centity, 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, executive partners, shareholders, employees, members or agents who are active in the management of entity, or an affiliate of the entity has been charged with and convicted of a public entity or subsequent of July 1, 1989.	f the
	The entity submitting this sworn statement, or one or more of its officers, directors, executive partners, shareholders, employees, members or agents who are active in the management of entity, or an affiliate of the entity has been charged with and convicted of a public entity or subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Heat Officer of the State of Florida, Division of Administrative Hearings and the Final Order emby 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 or	f the ime tring tered
PUBLI AND, I IS FIL ENTEL 287.017	ERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR C ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY OF THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICE ED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIORING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION OF THIS FORM.	NLY H IT R TO TION
	Signature	
State of Count	Date of y of	
	PERSONNALLY APPEARED BEFORE ME, the undersigned authority,	
	who, after first being sworn by me, affixed his/her signature	in
<u>[</u> N	[ame of individual signing]	111
the spa	ace provided above on this day of, 20	
	My commission expires:	
Notary	Public	_

[Notary Seal]

EXHIBIT C

DRUG-FREE WORKPLACE FORM

The unders	signed firm, in accordance with Florida Status 287.087 hereby certifies that
	does:
	Name of Business
1.	Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3.	Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4.	In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5.	Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 thru 5.
As the per requirement	son authorized to sign this statement, I certify that this firm complies with the above ats.
Firm	's Signature
	Date

EXHIBIT D

PRICE PROPOSAL FORM

(Print this page on bidder's letterhead and attach with response)

Date:		
TAMPA-HILLSBOROUGH COUNTY	EXPRESSWAY AUTHORITY (TH	EA)
Attention: Procurement Department Shannon Bush, Contracts and Procurement	ant Managar	
1104 East Twiggs Street, Suite 300	int ividilagei	
Tampa, FL 33602		
Subject:		
Dear THEA:		
Having carefully examined the Instru Provisions, Supplementary General P Drawings (if issued), of the above sul affecting the work, the undersigned pro- necessary and to accomplish the entire documents for the prices presented in the	rovisions, Special Provisions and Te bject project and contract, as well as poses to furnish all labor and materials we work within the time period indicate	echnical Specifications, Plans or the premises and the conditions called for by them and equipment ated in accordance with the said
The undersigned acknowledges that the amounts indicated with brackets around project cost. Calculations of price scheduled deductive and additive pay items.	d the amounts are considered to be de	eductions or credits to the overall
TOTAL LUMP SUM PRICE: \$		
WRITTEN AMOUNT:		
	DOLLARS AND	CENTS
The undersigned firm agrees to keep the Twenty (120) days after date of opening		undred
The signer of this bid proposal package interested in this bid proposal package without connection with any other persall respects fair and in good faith, with	as principals are named herein, that the son, persons, company or parties subm	nis bid proposal package is made
Name of Respondent		
Authorized Signature	Date	

EXHIBIT E



BID TABULATION TEMPLATE

COMPANY NAME	
PROJECT NAME	
PROJECT NO.	
BID DATE	

REF NO. BID ITEM NO. ITEM DESCRIPTION QTY UNIT UNIT PRODUCTION 1 101-1 Mobilization 1 LS 2 102-2 Maintenance of Traffic 1 LS 3 327-70-06 Millling Existing Asphalt Pavement, 1 1/2" Ave Depth 114,805 SY Asphalt Concrete Friction Course, Traffic E, FC12.5, High 9,471.40 TN	INEER'S ESTIMATE RICE BID AMOUN \$ - \$ -	VT
1 101-1 Mobilization 1 LS 2 102-2 Maintenance of Traffic 1 LS 3 327-70-06 Millling Existing Asphalt Pavement, 1 1/2" Ave Depth 114,805 SY Asphalt Concrete Friction Course, Traffic E, FC12.5, High 9,471.40 TN	\$ -	NT
2 102-2 Maintenance of Traffic 1 LS 3 327-70-06 Millling Existing Asphalt Pavement, 1 1/2" Ave Depth 114,805 SY Asphalt Concrete Friction Course, Traffic E, FC12.5, High Polymer 9,471.40 TN		
3 327-70-06 Millling Existing Asphalt Pavement, 1 1/2" Ave Depth 114,805 SY Asphalt Concrete Friction Course, Traffic E, FC12.5, High Polymer 9,471.40 TN		
Asphalt Concrete Friction Course, Traffic E, FC12.5, High 4 337-7-95 Polymer 9,471.40 TN	\$ -	
4 337-7-95 Polymer 9,471.40 TN		
5 070/10 0 1 10 11/1 7 0	\$ -	
5 0706-1-3 Raised Pavement Marker, Type B 1826 EA	\$ -	
6 710-90 Painted Pavement Makings, Final Surface 1 LS	\$ -	
Thermoplastic, Standard, White, Solid, 12" for 7 711-11-103 Interchangable Markings 0.034 GM	\$ -	
Thermoplastic, Standard, White, Solid, 18" for Diagonals and Chevrons 3325 LF	\$ -	
9 711-11-160 Thermoplastic, Standard, White, Message or Symbol 10 EA	\$ -	
10 711-11-170 Thermoplastic, Standard, White, Arrow 6 EA	\$ -	
Thermoplastic, Standard, Yellow, Solid, 18" for Diagonal or Chevron 63 LF	\$ -	
12 711-14-660 Thermoplastic, Premormed, Multi Color Route Shield 4 EA	\$ -	
13 711-16-101 Thermoplastic, Standard-other Surfaces, White, Solid, 6" 4.722 GM	\$ -	
14 711-16-102 Thermoplastic, Standard-other Surfaces, White, Solid, 8" 2.117 GM	\$ -	
Thermoplastic, Standard-other Surfaces, White, Skip, 6", 10- 30 Skip or 3-9 Lane Drop 8.09 GM	\$ -	
16 711-16-201 Thermoplastic, Standard-other Surfaces, Yellow, Solid, 6" 4.728 GM	\$ -	
TOTAL BID AMOUNT 129513.4	0 \$ -	

EXHIBIT F

CONFLICT OF INTEREST STATEMENT

Check one of	the boxes below:	
	To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and project.	
	<u>OR</u>	
	The undersigned bidder, by attachment to this form, submits information which <u>may</u> be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and project.	
	BIDDER:	
	By:Authorized Signature	
	Printed Name of Signer	
	Title of Signer	
	Date Signed	

EXPERIENCE AND REFERENCES			
1	State the total work volume and value that your organization has been responsible for in the past five (5) years in:		
	Total Dollar Value:		
	Number of Contracts:		
2	List the dollar volume and number of government projects you have completed in the past five (5) years:		
	Total Dollar Value:		
	Number of government projects:		
3	On the next sheets, provide the following information on at least three (3) projects that Respondent has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project. Complete a new questionnaire for each representative project.		

EXPERIENCE AND REFERENCES

3.1 Project Title:

a.	Date Project Completed:	
b.	Project Name:	
C.	Total Project Cost:	
d.	Owner Name:	
d.	Owner Address:	
e.	Owner Telephone:	
f.	Name of Reference for this Project:	
g.	Relationship of Reference to Owner:	
h.	Title and Position Reference held for this Project:	
i.	Firm name where Reference was employed for this Project:	
j.	Reference's Telephone:	
k.	List any other special criteria i.e specialized repair or equipment, etc. worked:	
n.	Your Participation was: (circle one)	Prime / Sub
I.	Describe your specific scope of work:	
m.	Specific scope of work cost:	
0.	Penalties imposed? (Yes or No; if Yes, explain):	
p.	Any liens, claims, or lawsuits? (Yes or No; if Yes, explain):	
q.	Any other pertinent information?	

EXPERIENCE AND REFERENCES 3.2 Project Title: **Date Project Completed:** a. b. **Project Name: Total Project Cost:** C. d. Owner Address: Owner Telephone: e. f. Name of Reference for this Project: **Relationship of Reference to Owner:** g. Title and Position Reference held for this Project: h. i. Firm name where Reference was employed for this Project: j. Reference's Telephone: List any other special criteria i.e specialized repair or k. equipment, etc. worked: Describe your specific scope of work: I. Specific scope of work cost: m. Prime / Sub Your Participation was: circle one n. Penalties imposed? (Yes or No; if Yes, explain): Ο. Any liens, claims, or lawsuits? (Yes or No; if Yes, explain): p. Any other pertinent information? q.

EXPERIENCE AND REFERENCES 3.3 Project Title: **Date Project Completed:** a. b. **Project Name: Total Project Cost:** C. d. Owner Address: Owner Telephone: e. f. Name of Reference for this Project: **Relationship of Reference to Owner:** g. Title and Position Reference held for this Project: h. i. Firm name where Reference was employed for this Project: j. Reference's Telephone: List any other special criteria i.e specialized repair or k. equipment, etc. worked: Describe your specific scope of work: I. Specific scope of work cost: m. Your Participation was: circle one Prime / Sub n. Penalties imposed? (Yes or No; if Yes, explain): Ο. Any liens, claims, or lawsuits? (Yes or No; if Yes, explain): p. Any other pertinent information? q.

EXHIBIT H

INSURANCE REQUIREMENTS, COVERAGES and LIMITS for Tampa-Hillsborough County Expressway Authority

Consultants, 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 coverage and provide insurance certification to THEA.

A. INSURANCE REQUIREMENTS:

- 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 Aor a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, 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 insureds as to the operations of the INSURED under this AGREEMENT.
- 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 Insureds" 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 Agreement" 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 coverage 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.
- 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) days 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, (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 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 the 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 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 coverage is obtained with retroactive coverage applicable as of the date the INSURED services started under this AGREEMENT.
- 20) All insurance minimum coverage 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.

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	Florida Statutory Requirements
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 coverage 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:

\$1,000,000
\$1,000,000
\$1,000,000
\$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:

Professional Liability
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 coverage 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) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required **only** if specifically stated in the Instructions and Submittal Documents package.

<u>If required</u>, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverage (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

[END OF INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]

EXHIBIT I

BID BOND

KNOW ALL MEN BY THES	PRESENTS, that we	
(Here In after called the "Pri	cipal") and	
	y"), a Corporation chartered and existing under the laws of the State of ncipal offices in the City of	:
and authorized to do busine: Hillsborough County Expres	s in the State of Florida are held firmly bound unto the Tampa- way Authority, in the full and just sum of	ıd
County Expressway Authorit	ollars (\$), equal to 10% of the bid amount, good ar atesof America, to be paid upon demand of the Tampa-Hillsborough , to which payment well and truly to be made we bind ourselves, our ars, and assigns, jointly and severally by these presents.	
WHEREAS, the Principal is Expressway Authority, a pro	bout to submit, or has submitted to the Tampa-Hillsborough County osal for the	
	ires to file this bond in accordance with law, in lieu of a certified check uired to accompany this Proposal.	or
Principal shall, within ten (10 execute a contract in accord forth therein in the form and Authority and execute a suff Hillsborough County Expres the work ". then this obligate and the Surety shall, upon factority apon	onditions of this obligation are such that if the Proposal is accepted, the days after the date of receipt of a written notice of Award of Contract, ince with the Proposal and upon the terms, conditions and prices set manner required by the Tampa-Hillsborough County Expressway sient and satisfactory Public Construction Bond, payable to the Tampaway Authority and deliver documents which are condition to commence on to be void; otherwise to be and remain In full force and virtue in law lure within the time specified above, immediately pay to the aforesaid remand the amount thereof in good and lawful money of the United enalty, but as liquidated damages.	- ing
IN TESTIMONY THEREOF, and Sealed this	he Principal and Surety have caused these presents to be duly signed day of 20	
	Principal	
(Seal)	BY:	
	Surety	
(Seal)	BY:	
	Countersigned	

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH EXPRESS RE: REQUEST FOR PROPOSALS NO	WAY AUTHORITY ; PROJECT:
Address:	
AMOUNT OF BOND:SURETY BOND INSURER	
Address:	
Before me, the undersigned authority, per on thisday ofaccordance with Section 287.0935, Flore	ersonally appeared,, 20who hereby certifies that, in ida Statutes, the insurer named above:
invitation to bid is Issued; 4. Is otherwise in compliance with the prov	g it to write surety bonds in Florida; ital required by the Florida Insurance Code at the time the isions of the Florida Insurance Code; and ority issued by the United States Department of the
	Signature of Officer of Surety Insure
STATE OF:	
COUNTY OF: THE FOREGOING INSTRUMENT was swday of, 20 producedas identification	orn to, subscribed and acknowledged before me this _by who is personally known to me orhas on and did take an oath.
	taining identification, fill in appropriate identification
	Notary Public
	(Printed Name of Notary)
	My Commission Expires:
	Serial Number, if any)

For Clerk of the Court Recording Purposes

Return to: Contracts Manager
Tampa Hillsborough Expressway Authority
1104 East Twiggs St., Suite 300
Tampa, FL 33602

BOND NO:

PER	FO	RN	1AN	1CE	BOND
-----	----	----	-----	-----	-------------

corpora corpora HILLS	THIS BOND, We, ation, as Principal, and ation, as Surety, located atare bound BOROUGH COUNTY EXPRESSWAY AUTHORITY, herein called Owner,, for payment of which we bind ourselves, our heirs, personal ssors, and assigns, jointly and severally.	to the TAMPA in the sum of
	THE CONDITION OF THIS BOND is that if Principal:	
1.	Performs the contract dated, 20 between Principal construction of the at the Tampa-Hillsborough County Expressway Authority, Request for Proposals No, at the times and in the manner prescribed in the contract, the made a part of this bond by reference, and	s (RFP) Contract
2.	Pays Owner all loss, damages including delay damages, including but not lim damages, costs, and attorney's fees, including appellate proceedings, that because of a default by Principal under the contract; and	-
3.	Performs the guarantee of all work and materials furnished under the Contract specified in the Contract for construction and any applicable warranty period, tooid; otherwise it remains in full force.	
The C	urety for value received, agrees that any changes, extensions of time, or addition	ana ta tha Tarma

The Surety, for value received, agrees that any changes, extensions of time, or additions to the Terms of the Contract Documents, and neither compliance nor noncompliance with any formalities connected with the contract or the changes shall not affect Surety's obligation under this bond. Surety hereby waives notice of any such changes.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON:	, 20
Name of Principal (Contractor):	Name of Surety:
By:	By: Attorney in Fact
Name:	Name:
Title:	
Address:	Address:
Telephone No.	Telephone No
Fax No.	Fax No.
STATE OF	÷
STATE OF	
COUNTY OF	:
, 20 by or has produced	NT was acknowledged before me this day of, who is personally known to me as identification and did not take an oath btaining identification, fill in appropriate identification number.]
My Commission Expires:	Notary Public
	(Printed Name of Notary)
This form complies with Section 255.05, Florida Statutes	(Serial Number, if any)

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: RE:		ITY EXPRESSWAY AUTHORITY (THEA)	
	PROPOSER: Name:		
	Address:		
	Tolonhono:		
	AMOUNT OF BOND:		
	SURETY BOND INSURER: Name:		
	Address:		
	Tolophono:		
Before of	re me, the undersigned authority, p	ersonally appeared, on the strate, the insurer named above:	nis day
1. 2. 3. 4. 5.	Has twice the minimum surplus a the time the invitation to bid is iss Is otherwise in compliance with the Holds a currently valid certificate	horizing it to write surety bonds in Florida; and capital required by the Florida Insurance Cod	
	E OF : :	nature of Officer of Surety Insurer	
COU	NTY OF :		
		IT was sworn to, subscribed and acknowledged by, 20, words	
perso and d	onally known to me or has pr lid take an oath.	oduced as	identification
[Notal	*	d, if obtaining identification, fill in appropriate	identification
2	Notary Public	Printed Name of Notary	
Му С	ommission Expires:		
		_ (Serial Number, if any)	

For Clerk of the Court Recording Purposes

Return to: Contracts Manager
Tampa Hillsborough Expressway Authority
1104 East Twiggs St., Suite 300
Tampa, FL 33602

BOND NO:

PAYMENT	BOND
----------------	-------------

BY TI	HIS BOND, We,, a, are bound to the TAMPA
HILLS \$	BOROUGH COUNTY EXPRESSWAY AUTHORITY, herein called Owner, in the sum of, for payment of which we bind ourselves, our heirs, personal entatives, successors, and assigns, jointly and severally.
	THE CONDITION OF THIS BOND is that if Principal:
1.	Promptly makes payment to all claimants, as defined in Section 233.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract dated
2.	Pays Owner all loss, damages expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract related to payment for such labor, materials, or supplies furnished to the Principal, then this bond is void; otherwise it remains in full force.
•	hanges in or under the contract documents and compliance or noncompliance with any ities connected with the contract or the changes does not affect Surety's obligation under and.

Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

DATED ON:	, 20
Name of Principal (Contractor):	Name of Surety:
By:	By: Attorney in Fact
Name:	Name:
Title:	
Address:	Address:
Telephone No.	
Fax No.	Fax No
STATE OF	:
COUNTY OF THE FOREGOING INSTRUMEN	T was acknowledged before me this day of
known to me or has produced not take an oath. [Notary, check appropria identification number.]	by, who is personally as identification and did attentification and did attentification, fill in appropriate
My Commission Expires:	Notary Public
	(Printed Name of Notary)
This form complies with Section 255.05, Florida Statutes	(Serial Number, if any)

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

-	·	
r.] Notary Public	Printed Name of Notary	
, check appropriate bla		tificatior
s personally known to m	ne or has produced	as
TY OF		
OF		
	Signature of Officer of Surety Insurer	
Code at the time the in Is otherwise in complia Holds a currently valid	vitation to bid is issued; nce with the provisions of the Florida Insurance Code; and, certificate of authority issued by the United States	
day of 20	who hereby certifies that, the insurer named above:	OII till
		on this
Telephone:		
Address:		
Name:	KEK.	
- -		
-		
PROPOSER:		
	Name: Address: Telephone: AMOUNT OF BOND: SURETY BOND INSUINAME: Address: Telephone: Me, the undersigned day of	Name: Address: Telephone: AMOUNT OF BOND: SURETY BOND INSURER: Name: Address: Telephone: me, the undersigned authority, personally appeared, day of

EXHIBIT K

East Selmon Resurfacing from East of 78th Street to Falkenburg Road Project No.: O-0625

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

Firm:

Firm FID or EIN:

By executing this form and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Authority may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Authority at law or in equity. The terms "Boycott of Israel" and "Business operations" used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

Address:			
City:	State:	Zip:	
I hereby warrant the above as the "Firm	_	gn and bind on behalf of the co	mpany listed
(a) it is not on the Companies with A with Activities in business in Cuba certifications were of this Agreement Florida Statue, Se	ne Scrutinized Companies was activities in the Iran Petroleur Iran Terrorism Sectors List, or Syria, and (e) that it is no extrue at the time it submitted to and as of the effective dat	with Activities in Sudan List, (me Energy Sector List, (c) it is not (d) that it does not have Busing the engaged or engaging in a Boy its bid or proposal for this Agree of any renewal of this Agree	s, represents, and warrants that: (b) it is not on the Scrutinized of on the Scrutinized Companies ness operations or is engaged in ycott of Israel, and that all such element, as of the Effective Date ement. I understand pursuant to abject the Respondent/Bidder to
	Ву	(Authorized Signature)	
		(Printed Name of Signer)	
		(Title of Signer)	

(Date Signed)

ATTACHMENT 1

CONTRACT PLANS COMPONENTS

ROADWAY SIGNING AND PAVEMENT MARKING

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY

ROADWAY PLANS

THEA PROJECT ID O-00619D

HILLSBOROUGH COUNTY (10020)

SELMON EXPRESSWAY / STATE ROAD NO. 618 SELMON EXPRESSWAY RESURFACING FY 2025

FROM 78TH ST. TO FAULKENBURG RD.

SHEET NO. SHEET DESCRIPTION KEY SHEET SIGNATURE SHEET TYPICAL SECTION GENERAL NOTES PROJECT LAYOUT ROADWAY PLANS

PROJECT LOCATION URL; https://tinyurl.com/2rae3yvy

PROJECT LIMITS: BEGIN MP 11.150 - END MP 13.750

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSINGS: NONE

ROADWAY PLANS

ENGINEER OF RECORD:

BRANAN R. ANDERSON , P.E. P.E. LICENSE NUMBER: 78438 KISINGER CAMPO AND ASSOCIATES CORP.
CONSULTING ENGINEERS & PLANNERS
201 N. FRANKLIN ST., SUITE 400
TAMPA, FL 33602
PHONE: (813)-871-5331
CONTRACT NO.: 0-00619D
VENDOR NO.: F59-1677145

THEA PROJECT MANAGER:

JUDITH VILLEGAS, E.I.

CONSTRUCTION	FISCAL	SHEET
CONTRACT NO.	YEAR	NO.
O-00619D	25	1

INDEX OF ROADWAY PLANS

2 SUMMARY OF PAY ITEMS 3 4-5 6 8-27 TEMPORARY TRAFFIC CONTROL PLAN 28-35

LOCATION OF PROJECT TAMPA ST PETERSBUR

GOVERNING STANDARD PLANS:

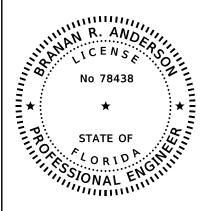
Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs: IR - N/A

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, 2024-2025 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Kisinger Campo & Associates Corp. 201 N. Franklin Street, Suite 400 Tampa, Florida 33602 Engineer of Record: Branan R. Anderson, P.E. P.E. No.: 78438

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

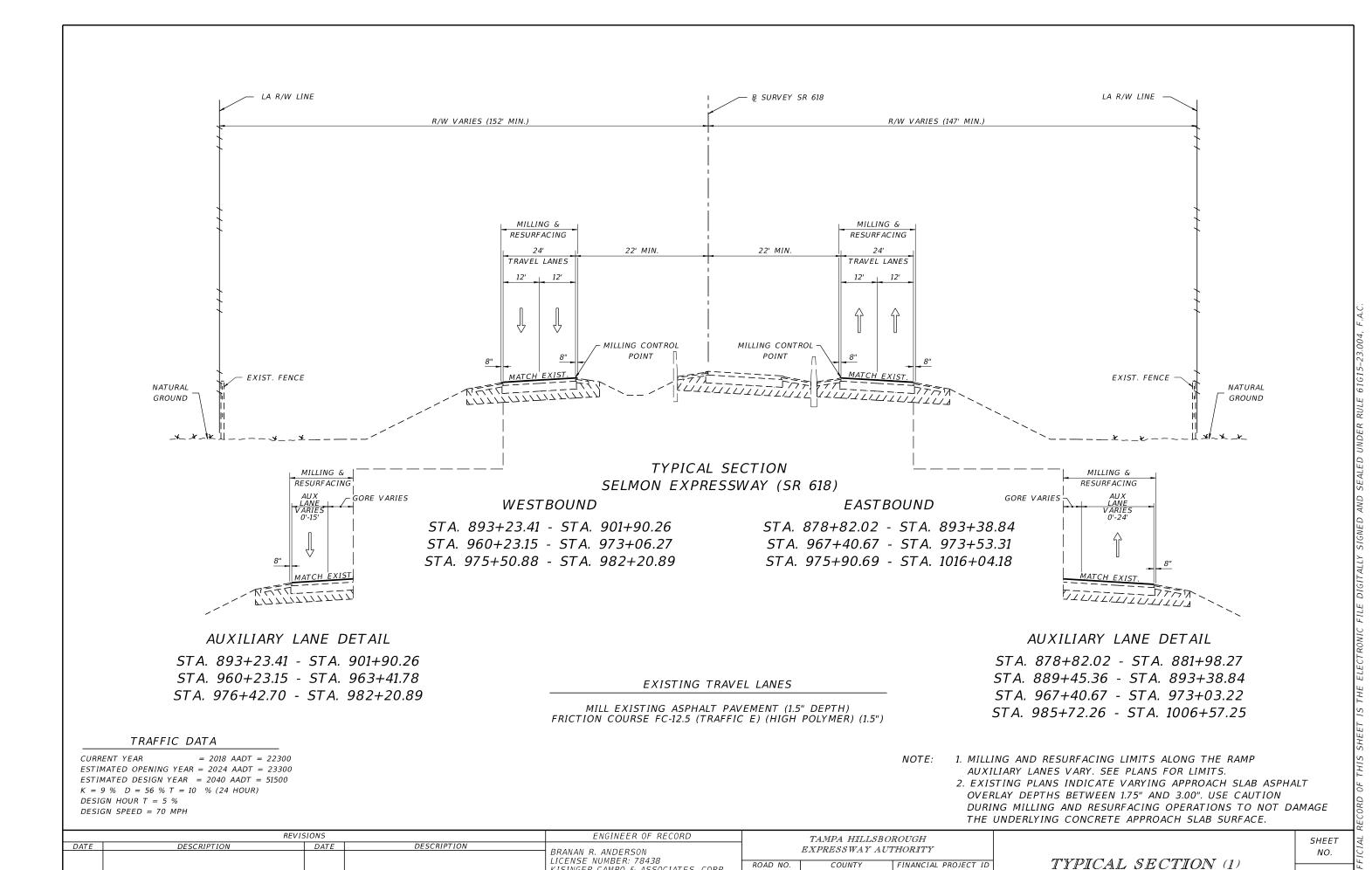
SHEET NO.	SHEET DESCRIPTION				
1 2 3 4-5 6 7 8-27	KEY SHEET SIGNATURE SHEET SUMMARY OF PAY ITEMS TYPICAL SECTION GENERAL NOTES PROJECT LAYOUT ROADWAY PLANS				
28-35	TEMPORARY TRAFFIC CONTROL PLAN				

REVISIONS		ENGINEER OF RECORD	TAMPA HILLSBOROUGH		DROUGH		SHEET		
DATE	DESCRIPTION	DATE	DESCRIPTION	BRANAN R. ANDERSON LICENSE NUMBER: 78438	EXPRESSWAY AUTHORITY				NO.
					78438 STCNATTIDE ST	SIGNATURE SHEET			
		KISINGER CAMPO & ASSOCIATES, CORP 201 N. FRANKLIN STREET, SUITE 400 TAMPA, FL 33602	SR 618	HILLSBOROUGH	O-00619D		2		

	REVI:	SIONS		ENGINEER OF RECORD		TAMPA HILLSBO	DROUGH
DATE	DESCRIPTION	DATE	DESCRIPTION	BRANAN R. ANDERSON	EXPRESSWAY AUTHORITY		
				LICENSE NUMBER: 78438 KISINGER CAMPO & ASSOCIATES, CORP	ROAD NO.	COUNTY	FINANCIAL PROJECT ID
				201 N. FRANKLIN STREET, SUITE 400 TAMPA, FL 33602	SR 618	HILLSBOROUGH	O-00619D

SUMMARY OF PAY ITEMS

SHEET NO.



ROAD NO.

SR 618

KISINGER CAMPO & ASSOCIATES, CORP 201 N. FRANKLIN STREET, SUITE 400 TAMPA, FL 33602

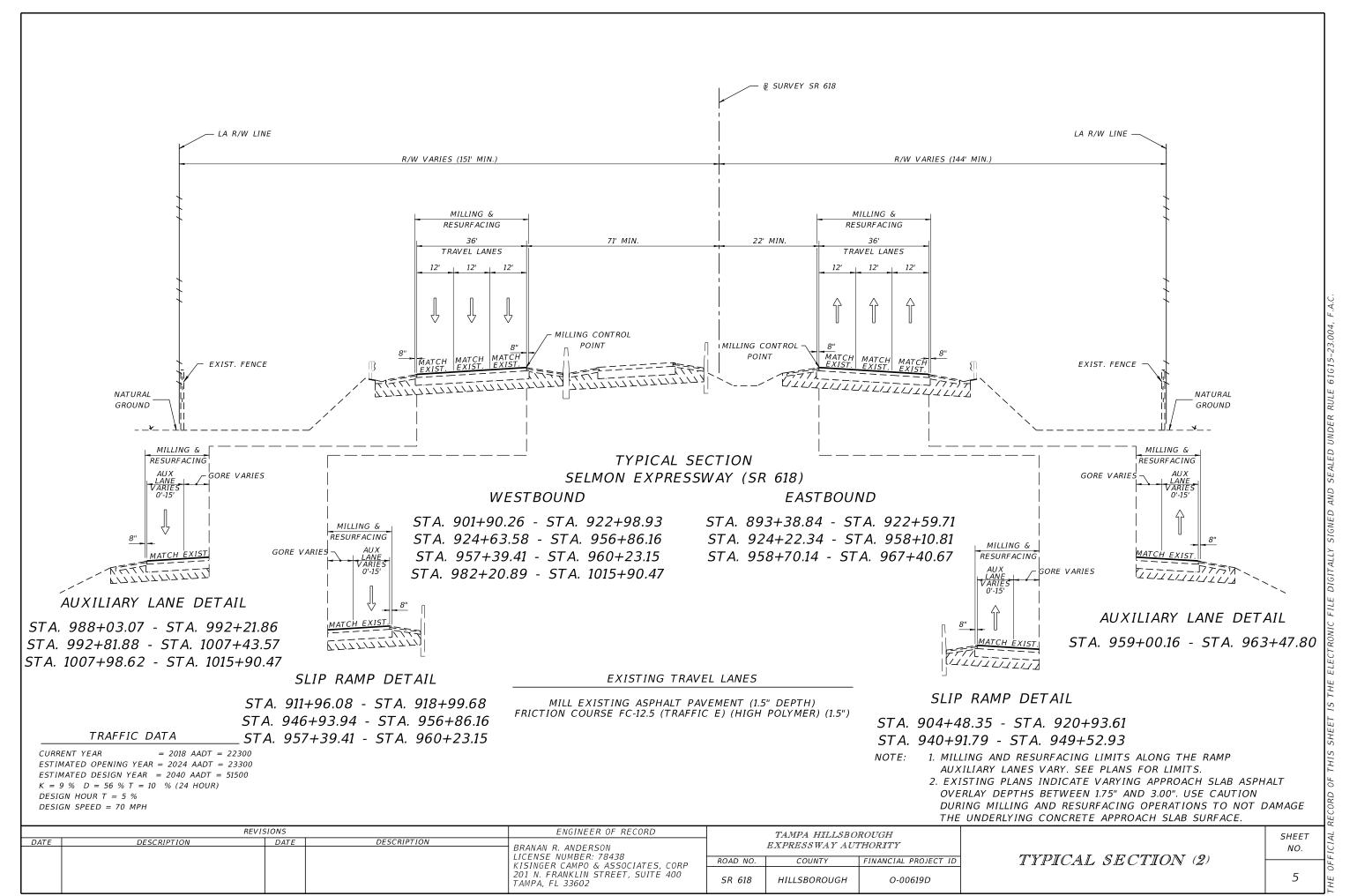
COUNTY

HILLSBOROUGH

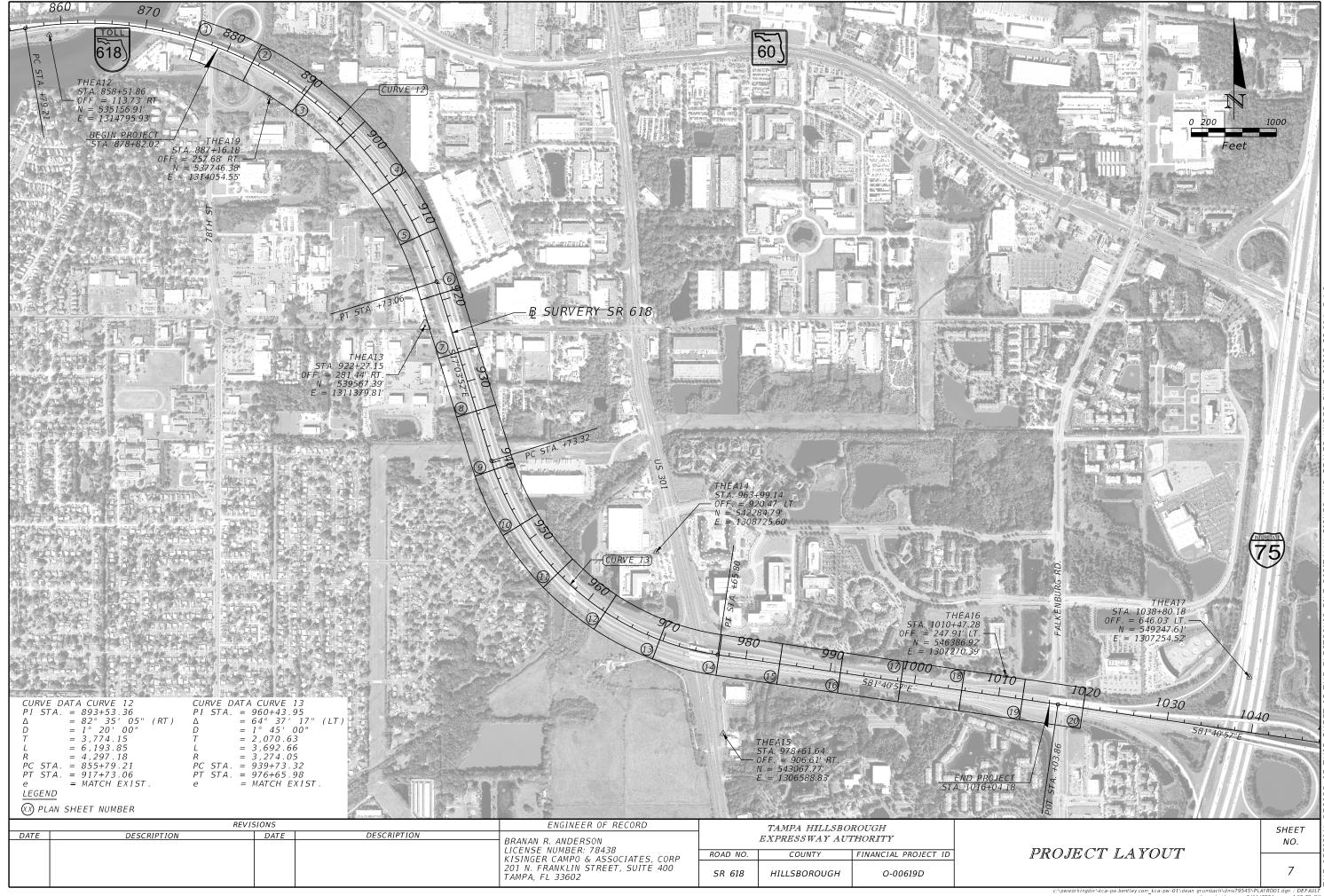
FINANCIAL PROJECT ID

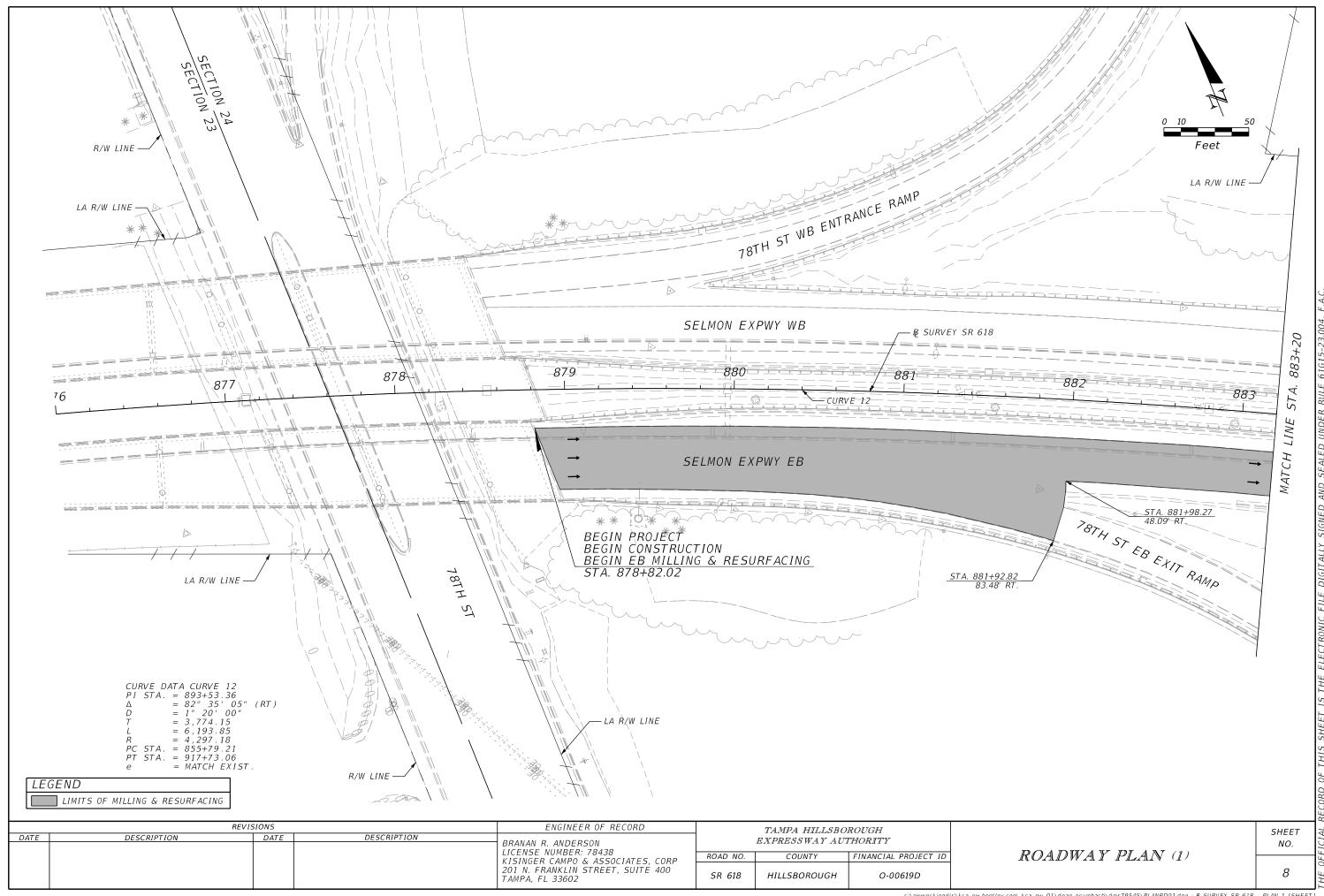
O-00619D

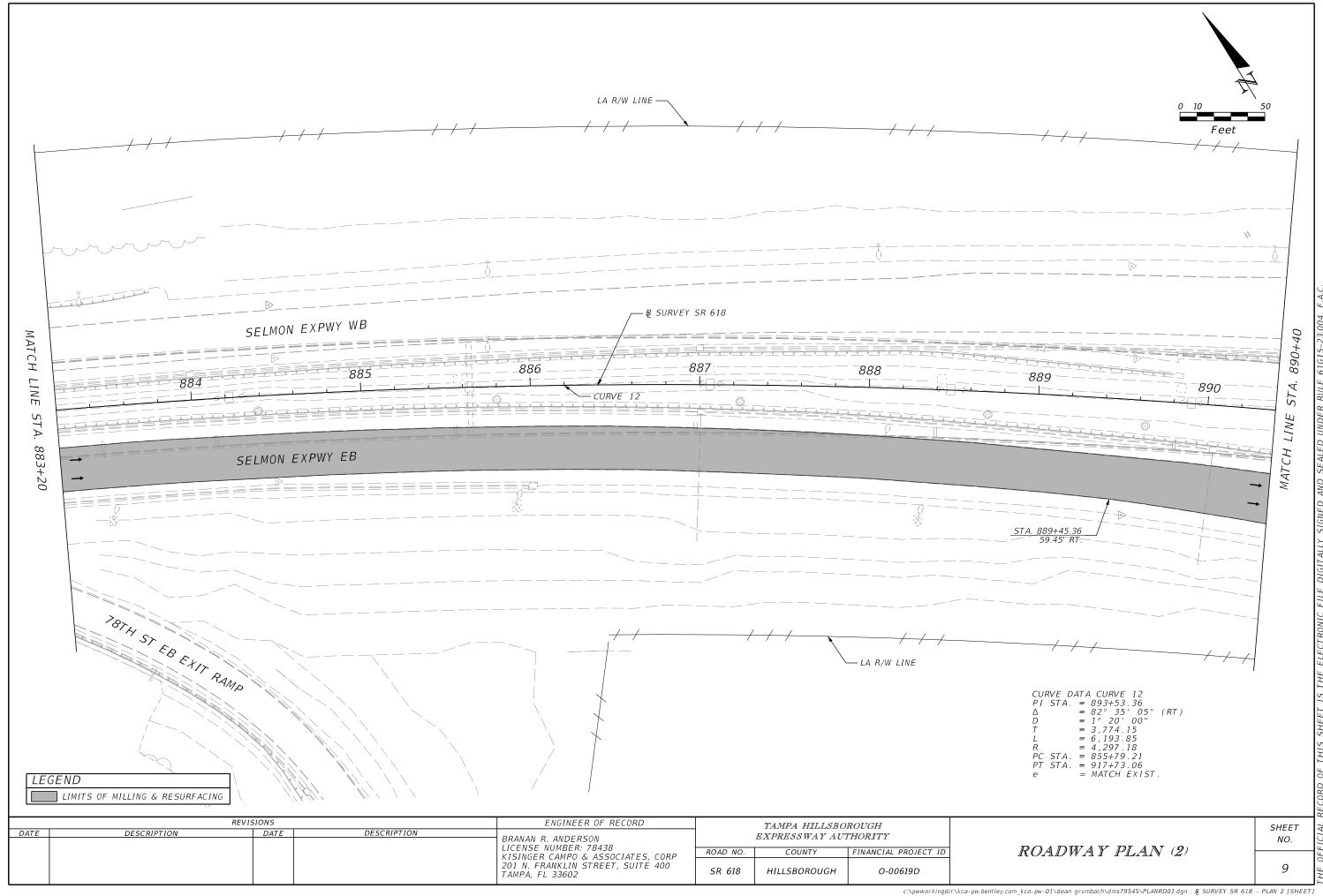
c:\pwworkingdir\kca-pw.bentley.com_kca-pw-01\dean grumbach\dms79545\TYPSRD01.dgn : TYPICALSHEETS dgrumbach 6/11/2024

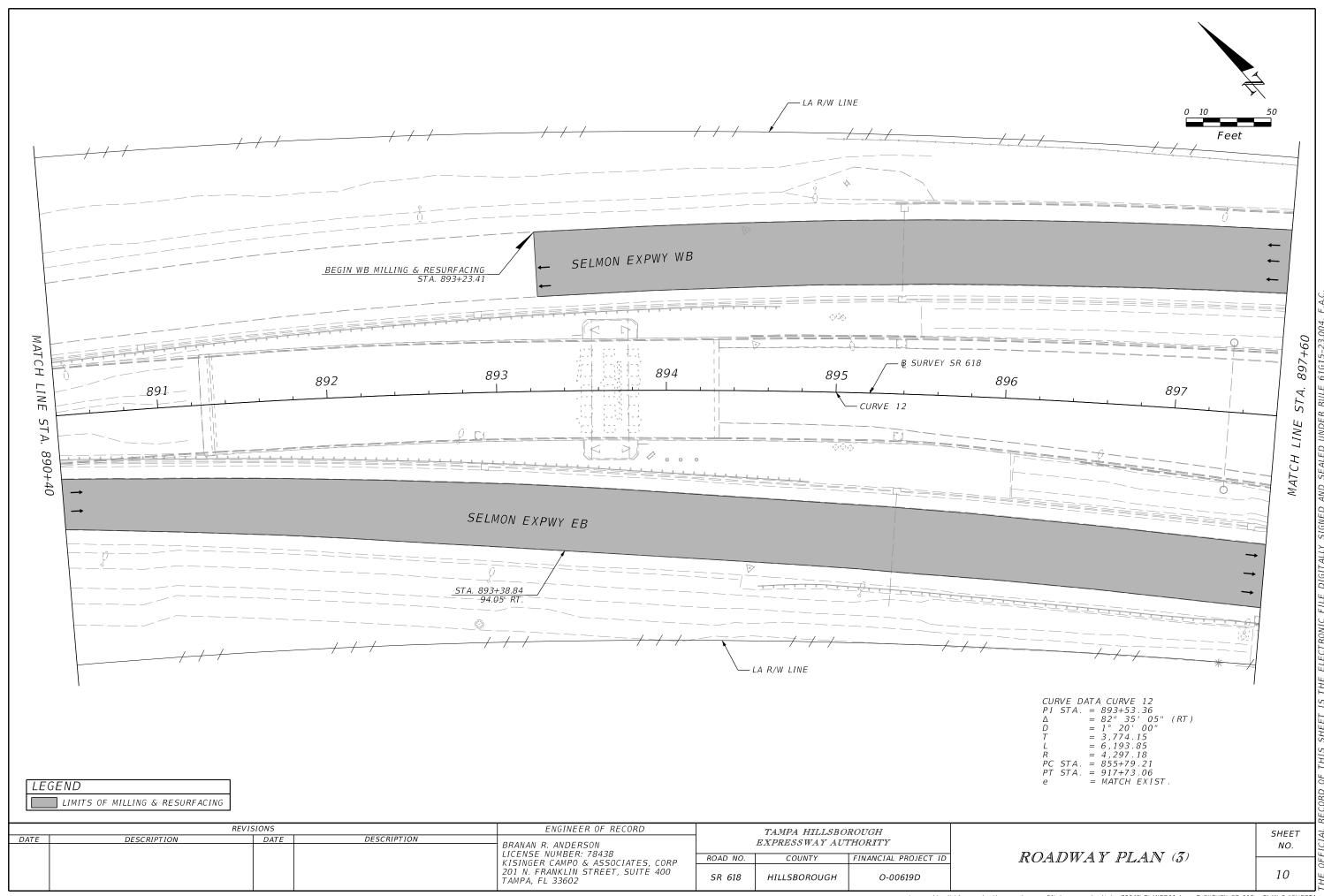


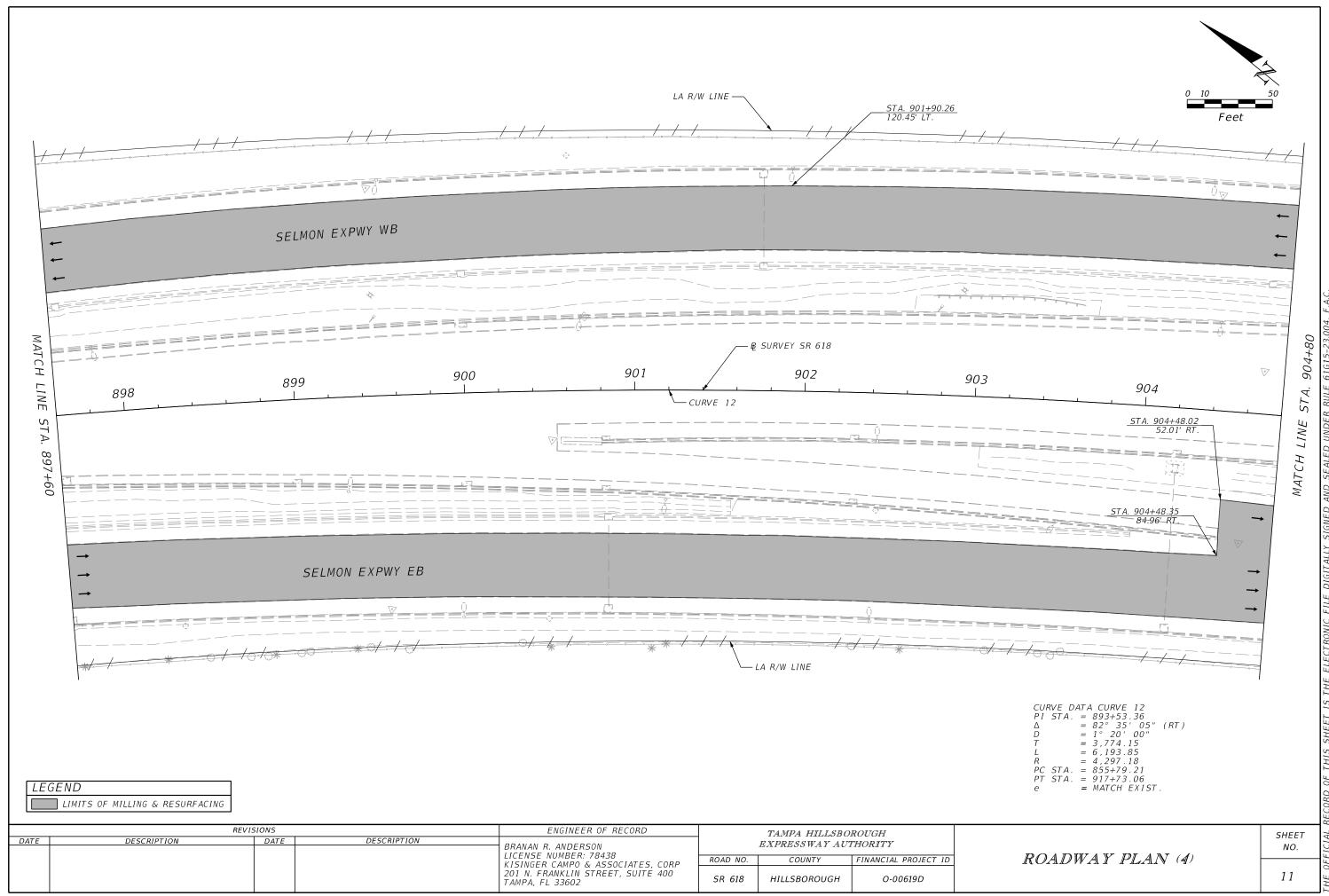
GENER/	AL NOTES								
1. BI	ENCHMARK DATA ARE SHOWN ON THE PRO	JECT LAYOUT	T SHEET WITH ELEVATIONS BASED OFF TH	E NORTH AMERICAN VERTICAL DATUM OF 198	8 (NAVD 88).				
2. H	CRIZONIAL DAIUM IS BASED ON THE FLO FATIONS AND OFFSETS IN THE PLANS AR	RIDA STATE E BASED ON	THE BL SURVEY SR 618.	E NORTH AMERICAN VERTICAL DATUM OF 198 902), NORTH AMERICAN DATUM OF 1983/2011					
		EVISIONS		ENGINEER OF RECORD	l	TAMPA HILLSBO	ROUGH		SHEET
DATE	DESCRIPTION	DESCRIPTION DATE DESCRIPTION BRANAN R. ANDERSON LICENSE NUMBER: 78438		EXPRESSWAY AUTHORITY				NO.	
				LICENSE NUMBER: 78438 KISINGER CAMPO & ASSOCIATES COPP	CORP ROAD NO. COUNTY FINANCIAL PROJECT ID GENERAL		GENERAL NOTES		
				KISINGER CAMPO & ASSOCIATES, CORP 201 N. FRANKLIN STREET, SUITE 400 TAMPA, FL 33602		HILLSBOROUGH	O-00619D		6
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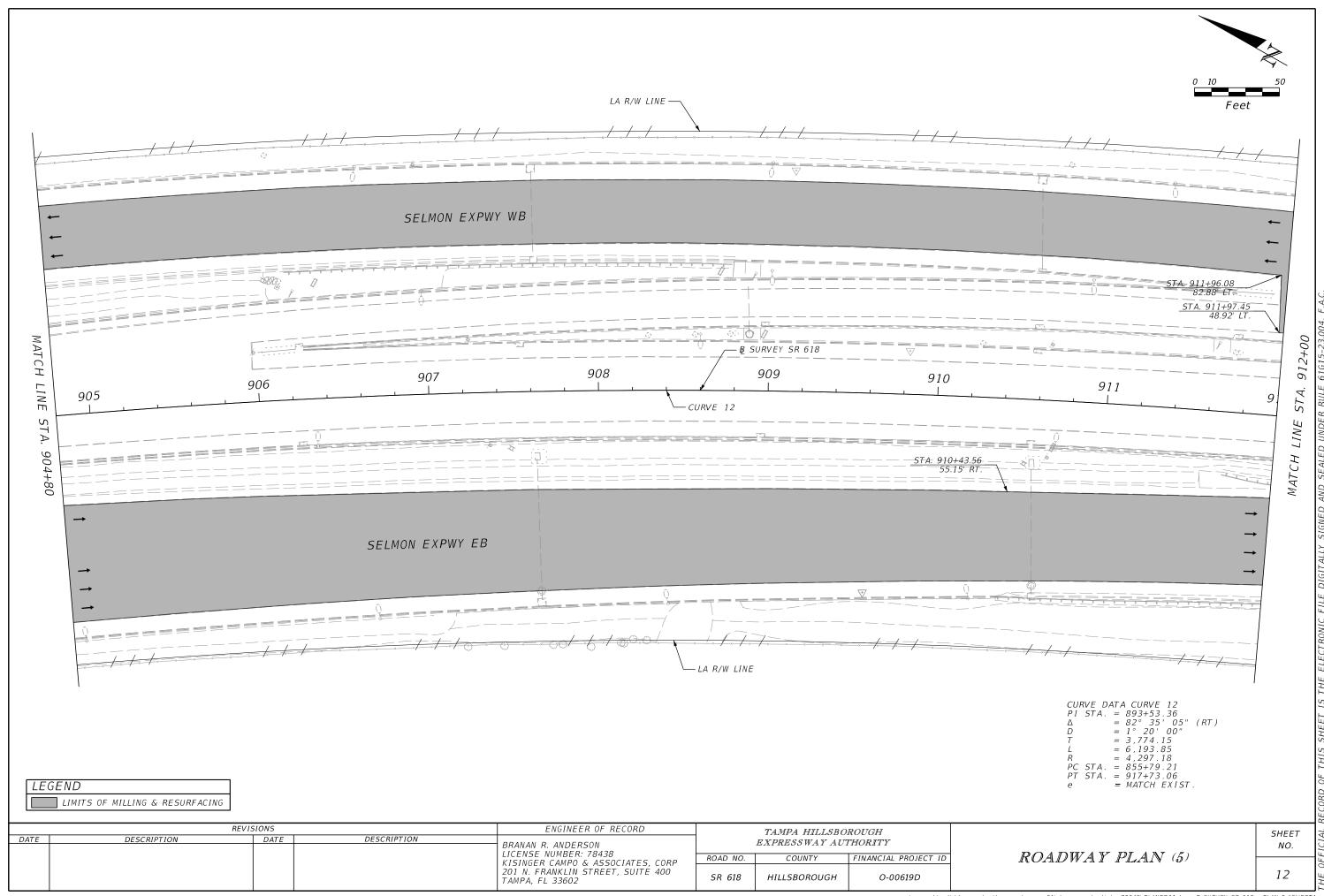


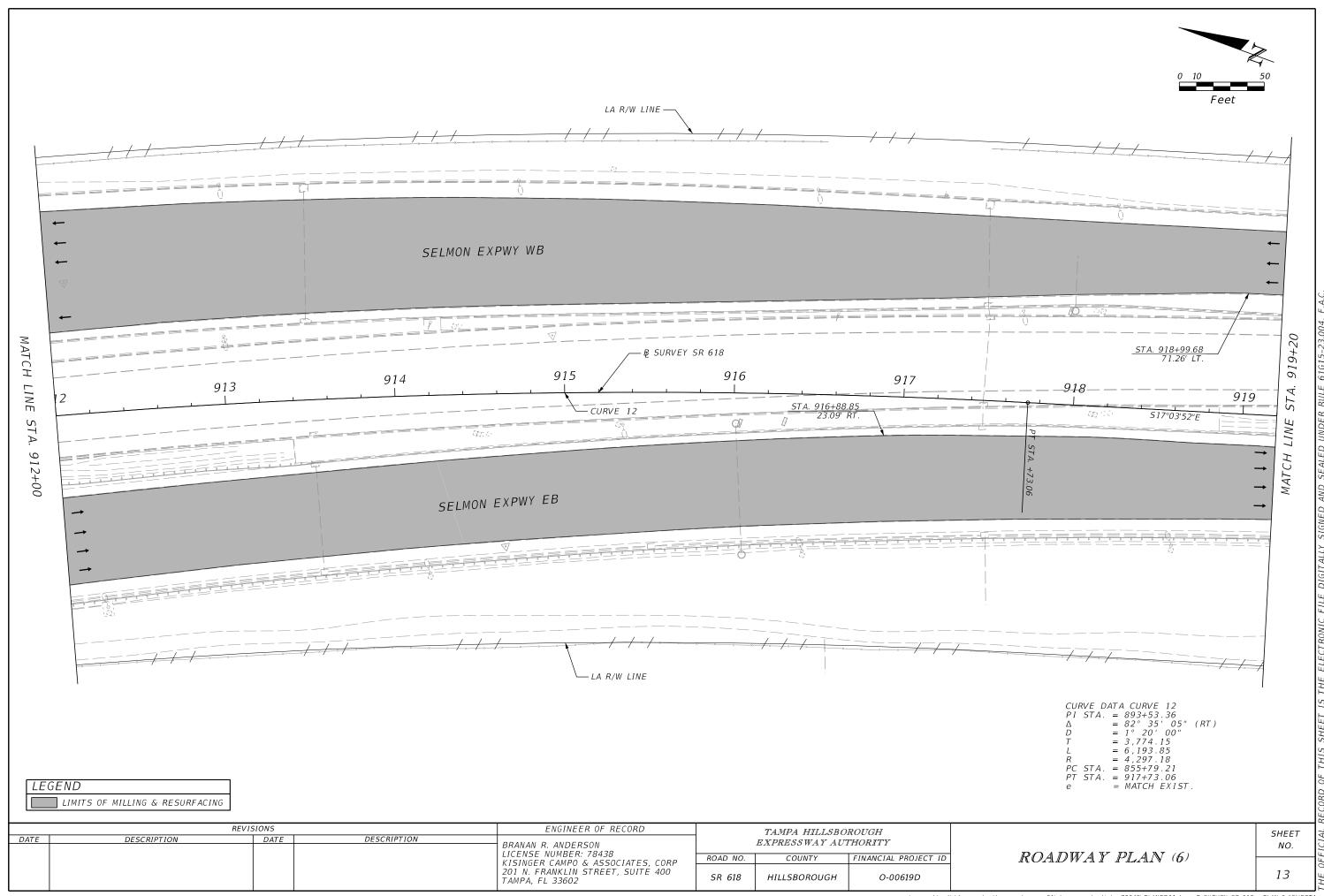


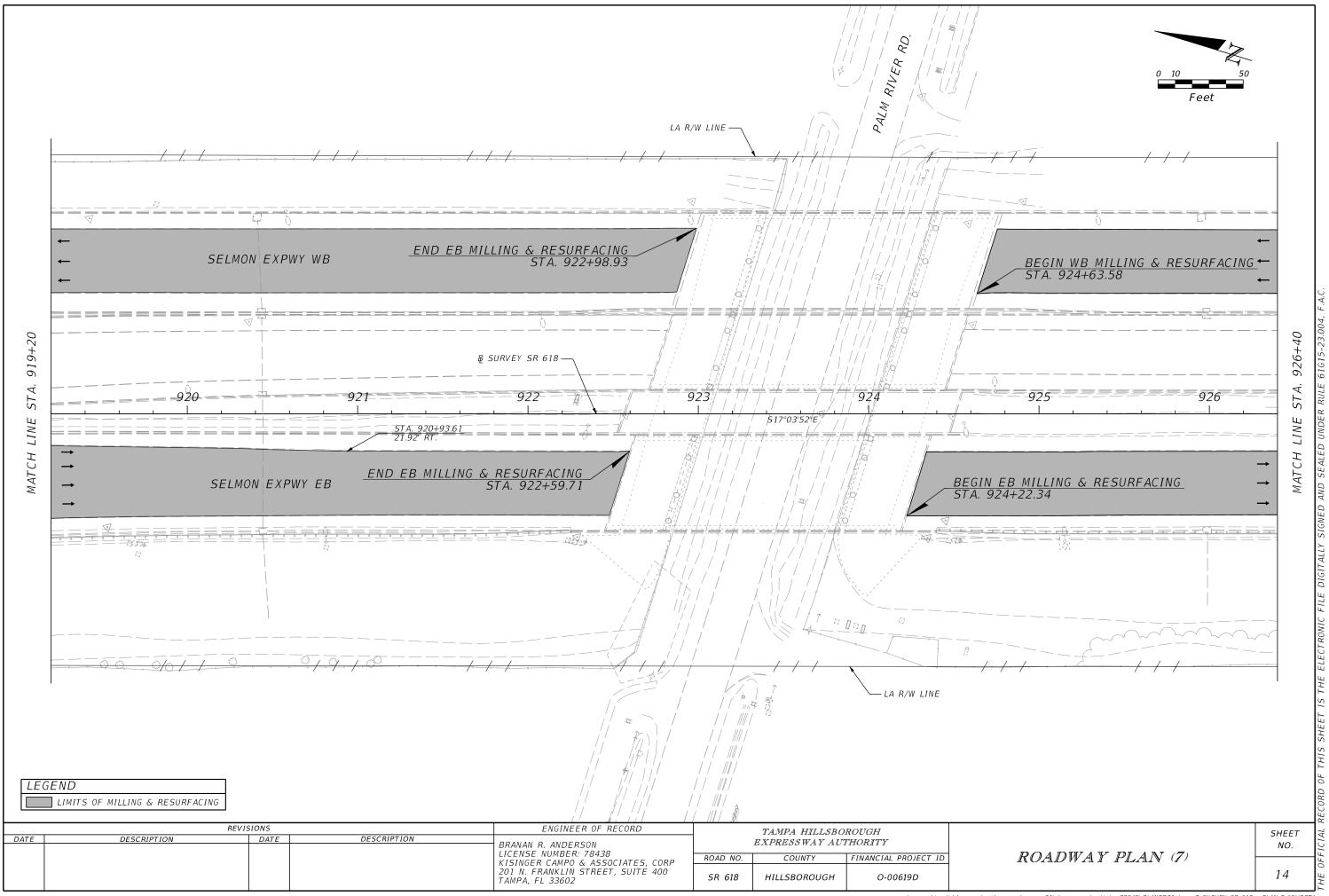


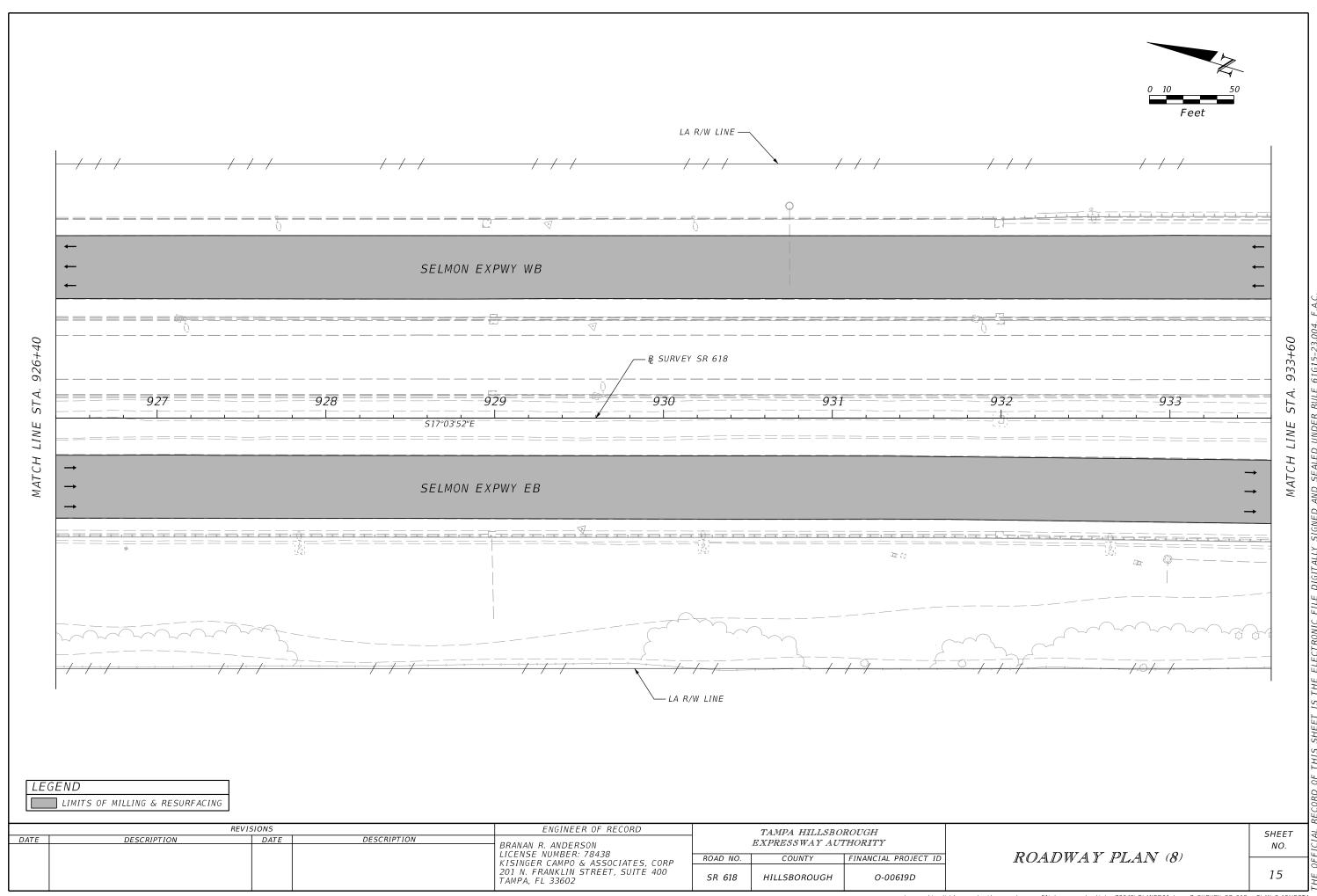


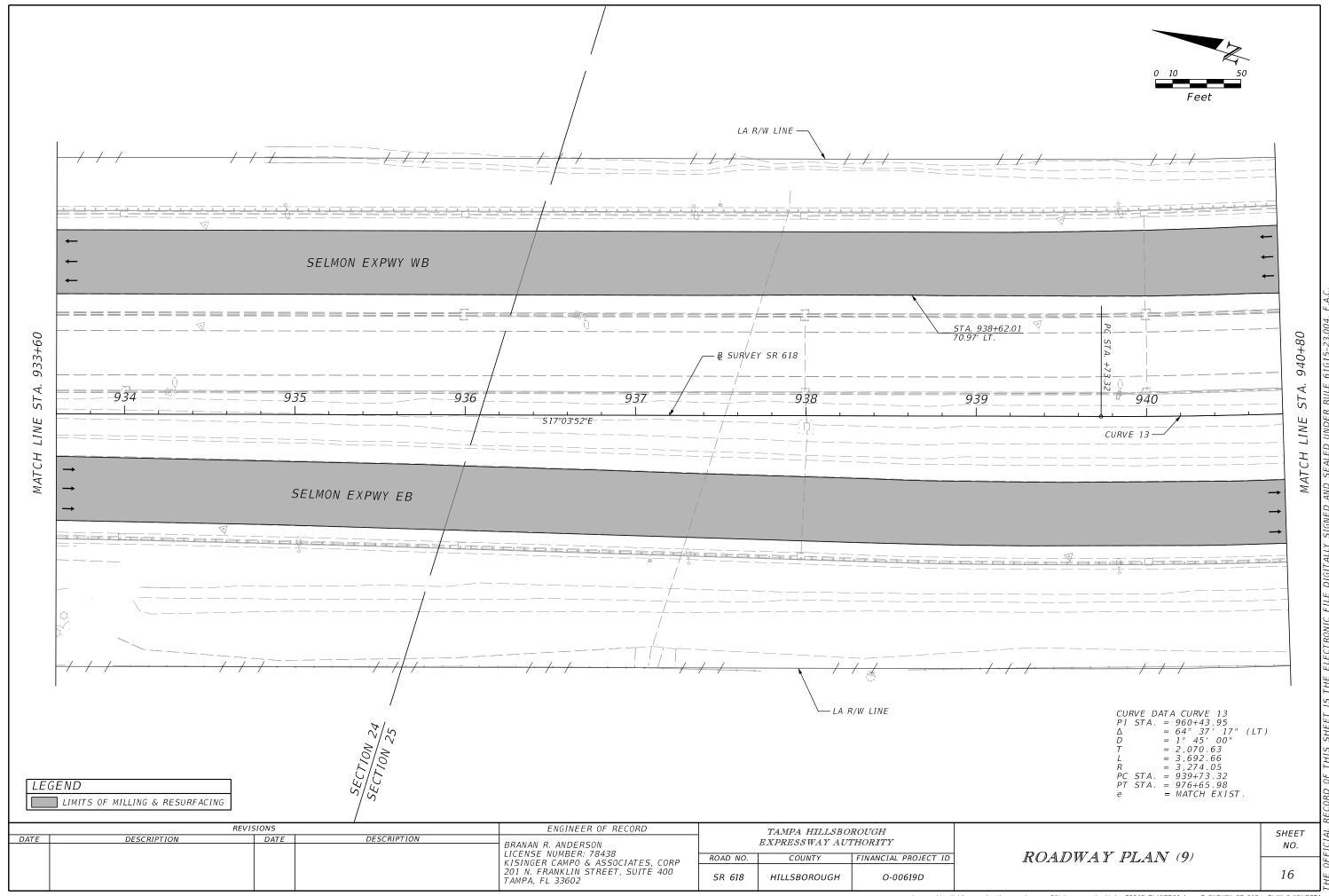


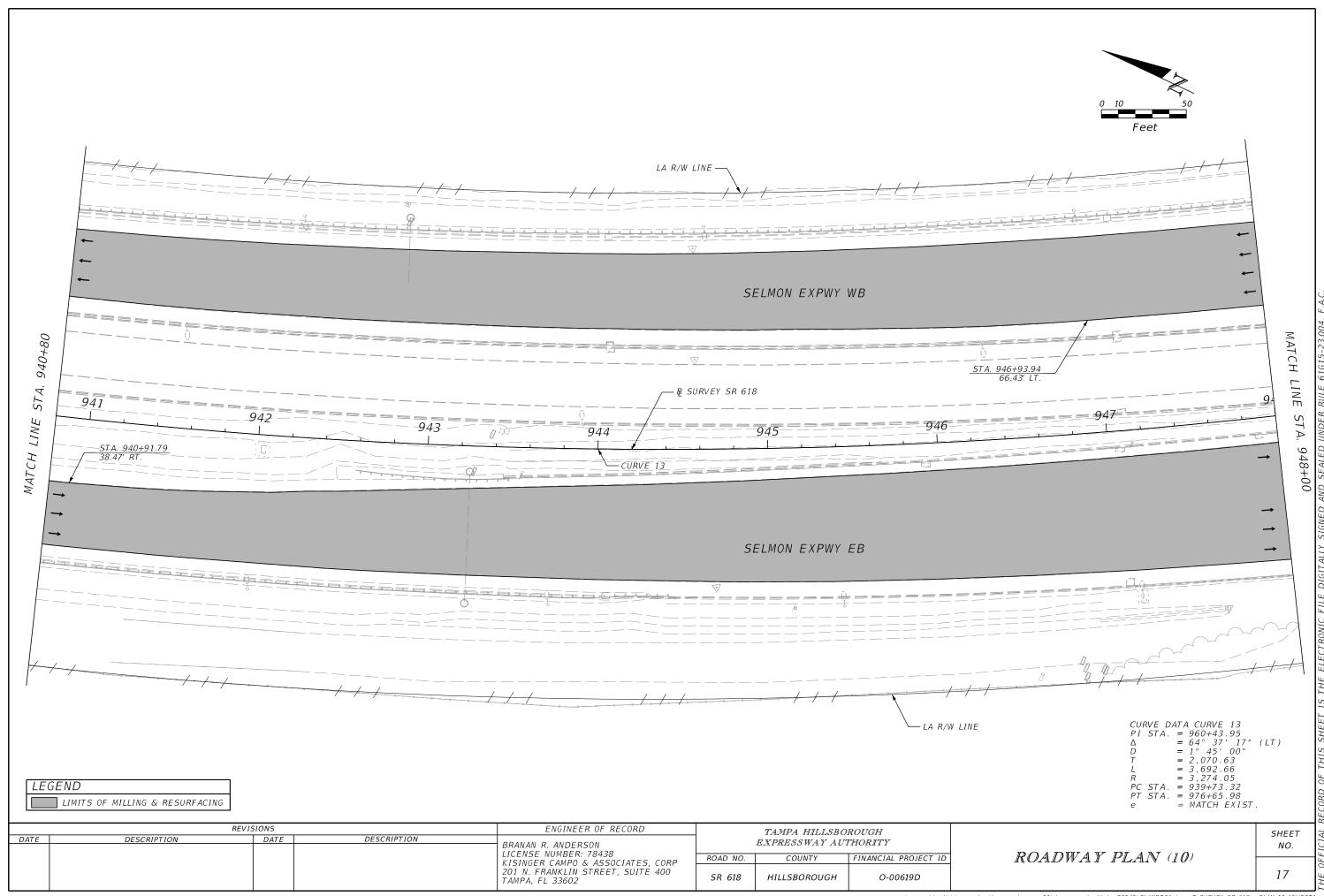


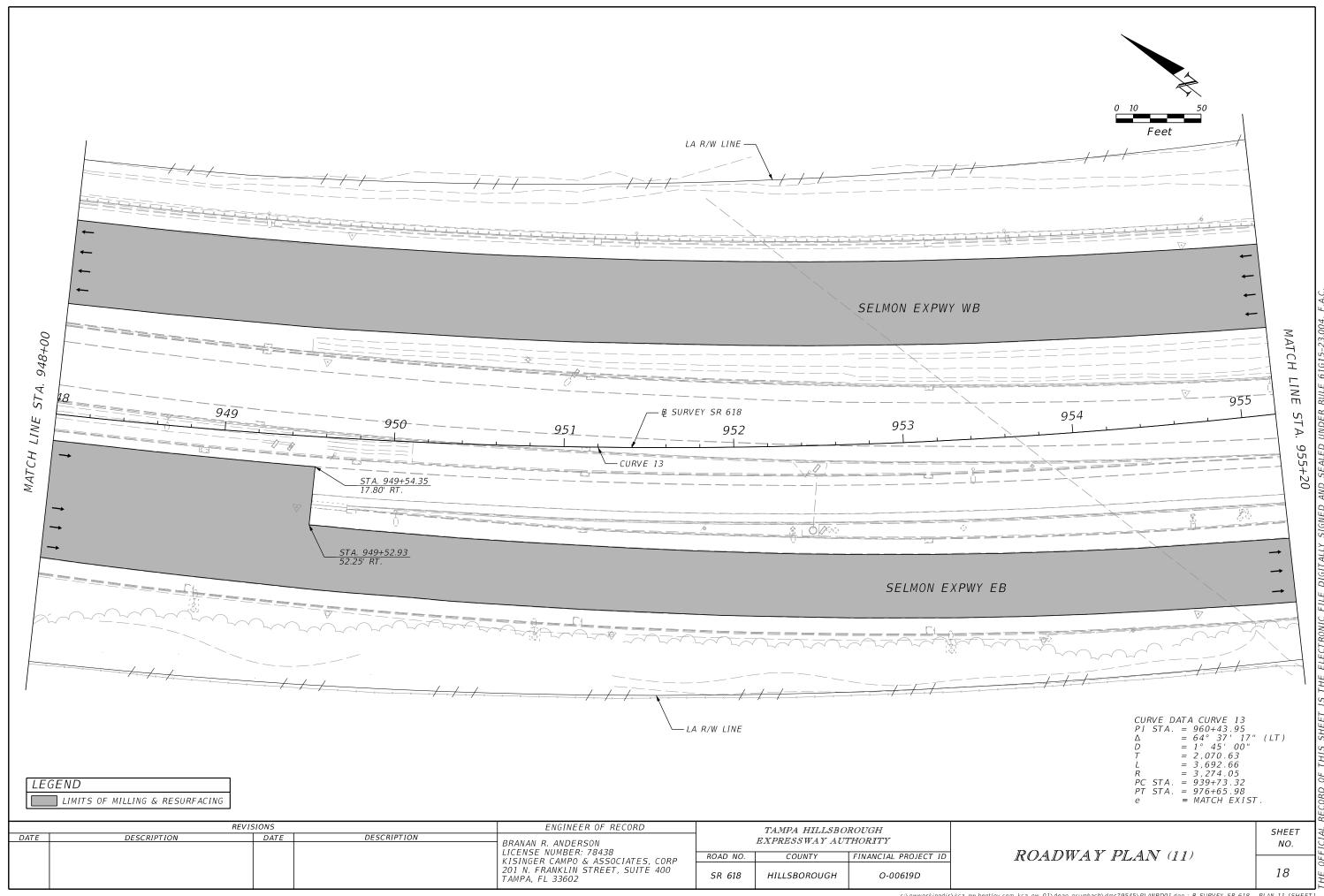


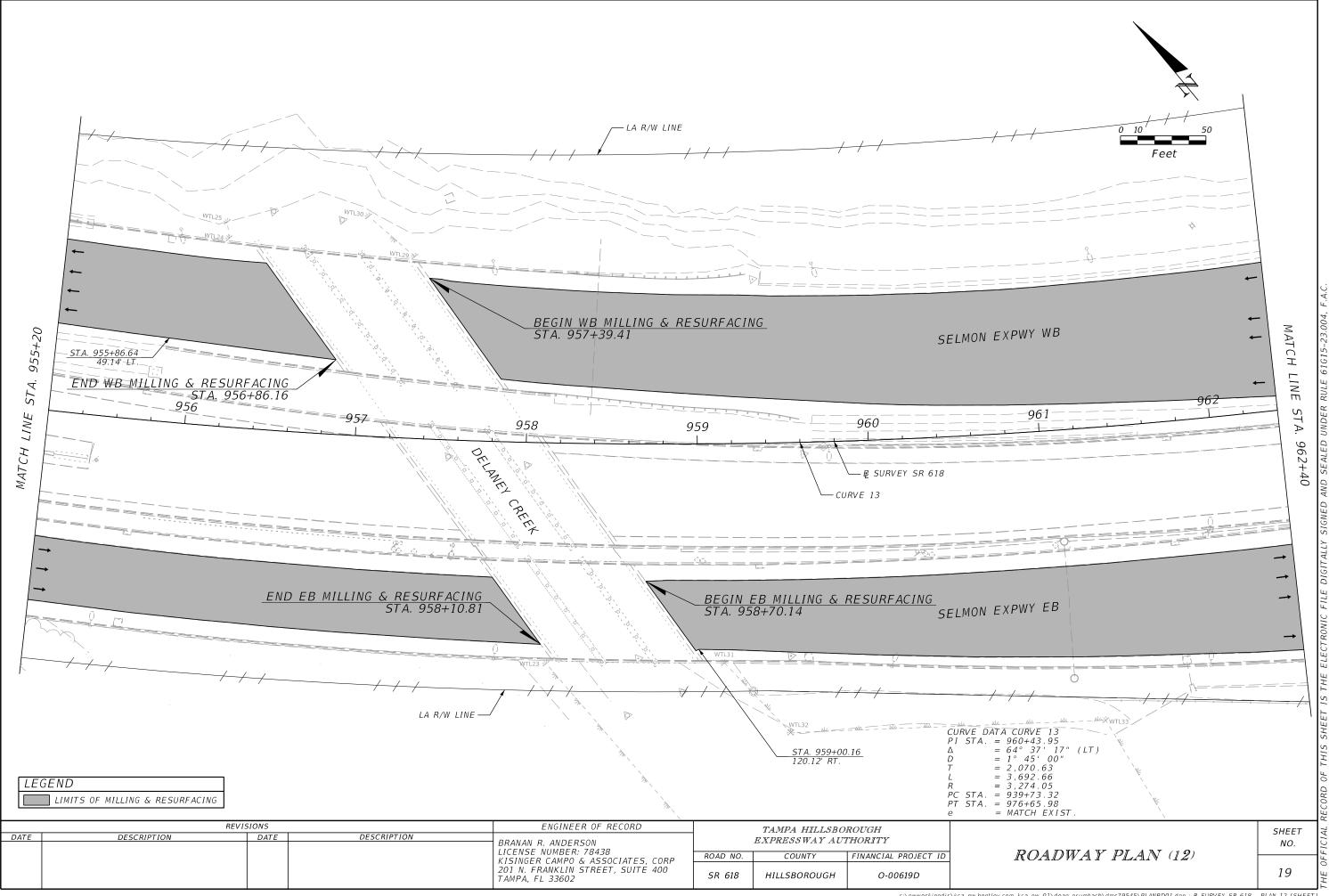


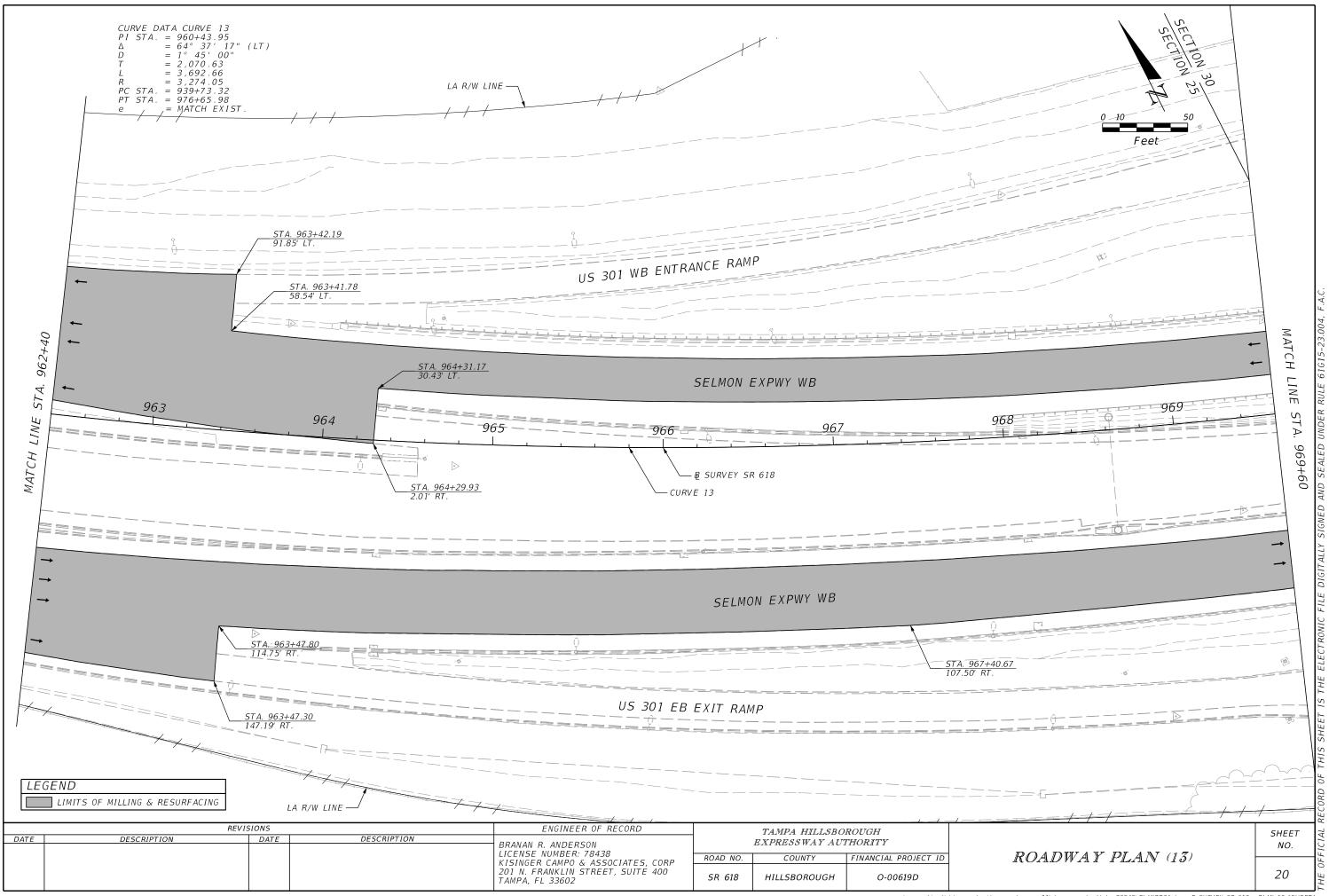


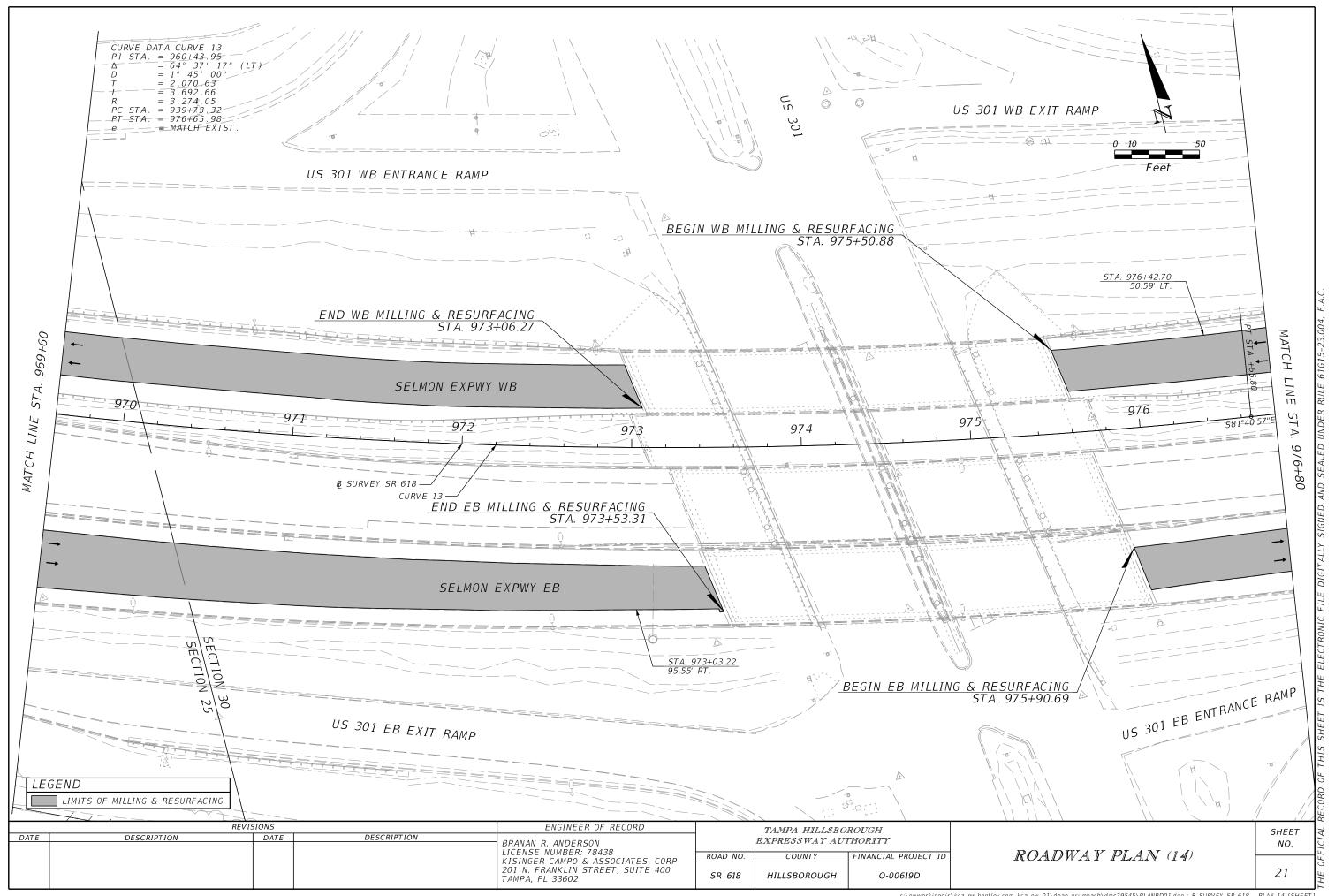


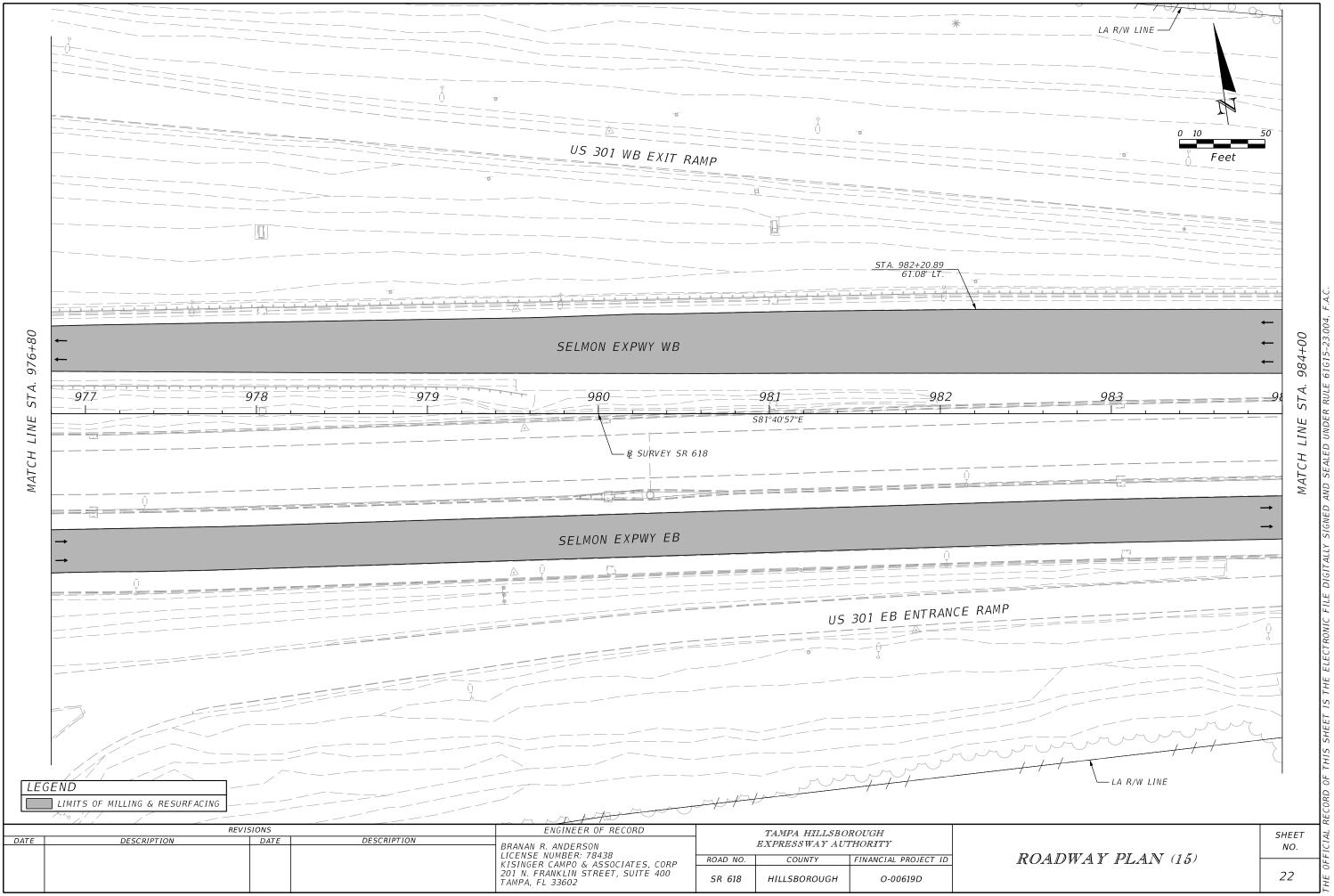


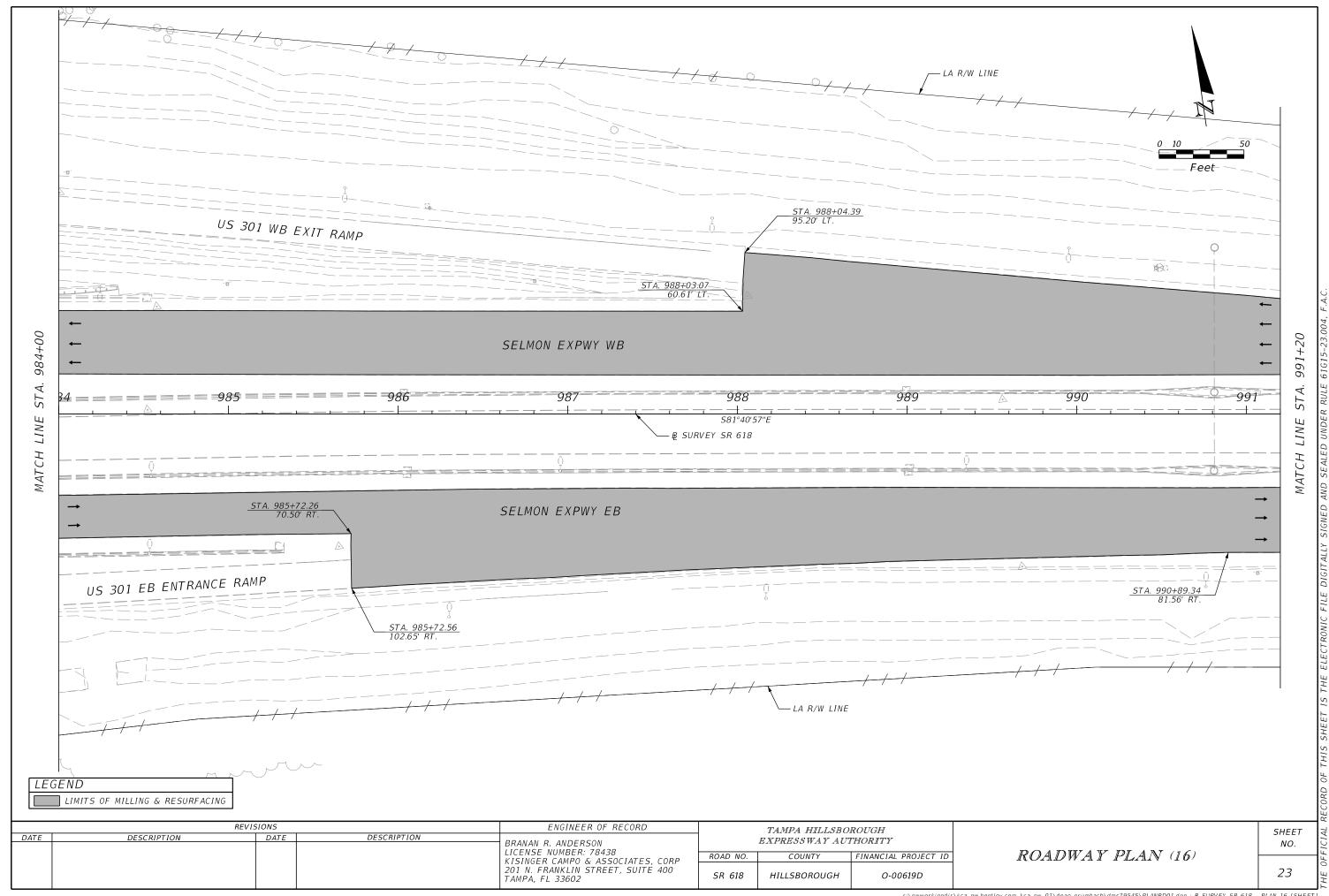


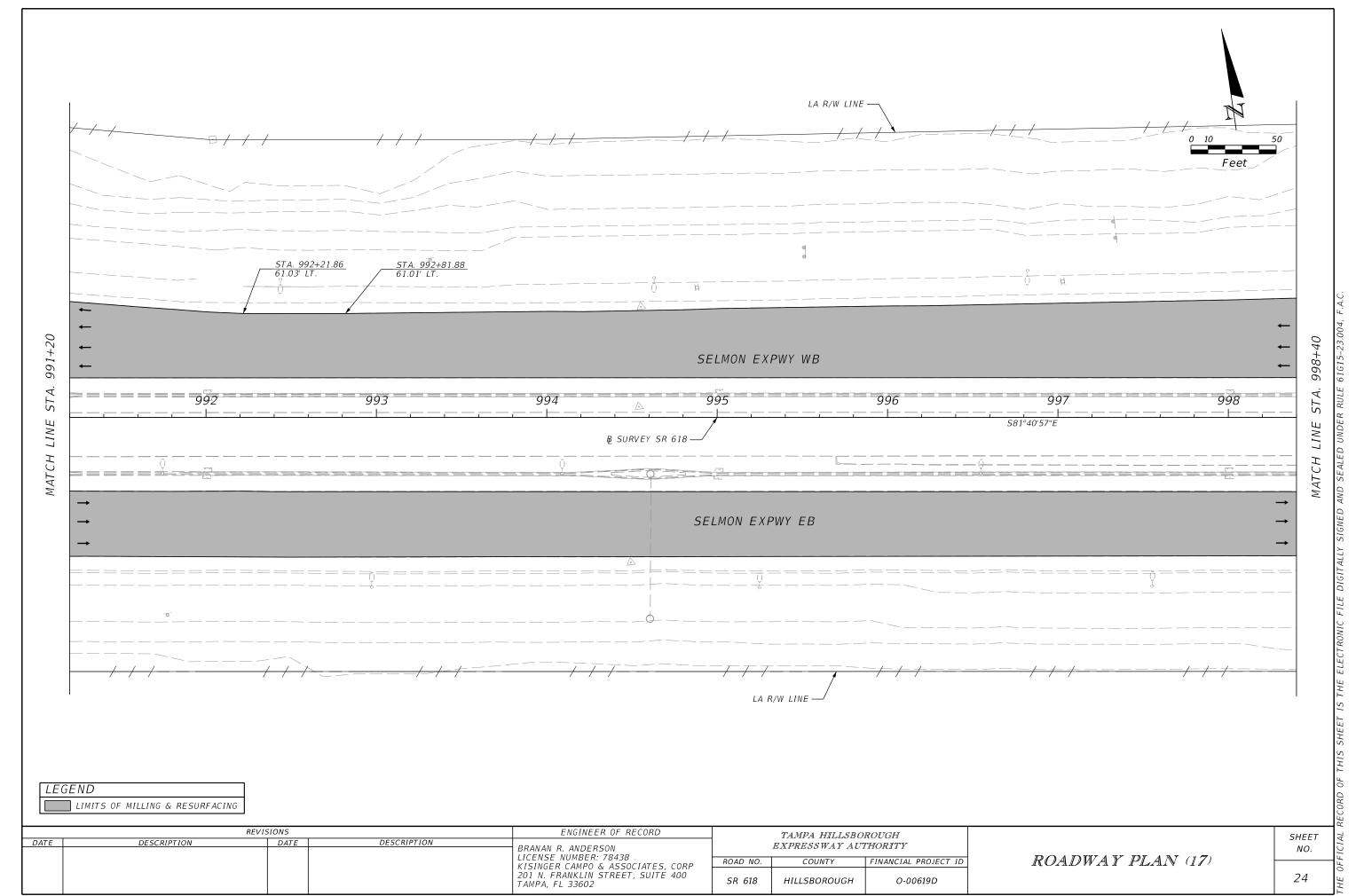


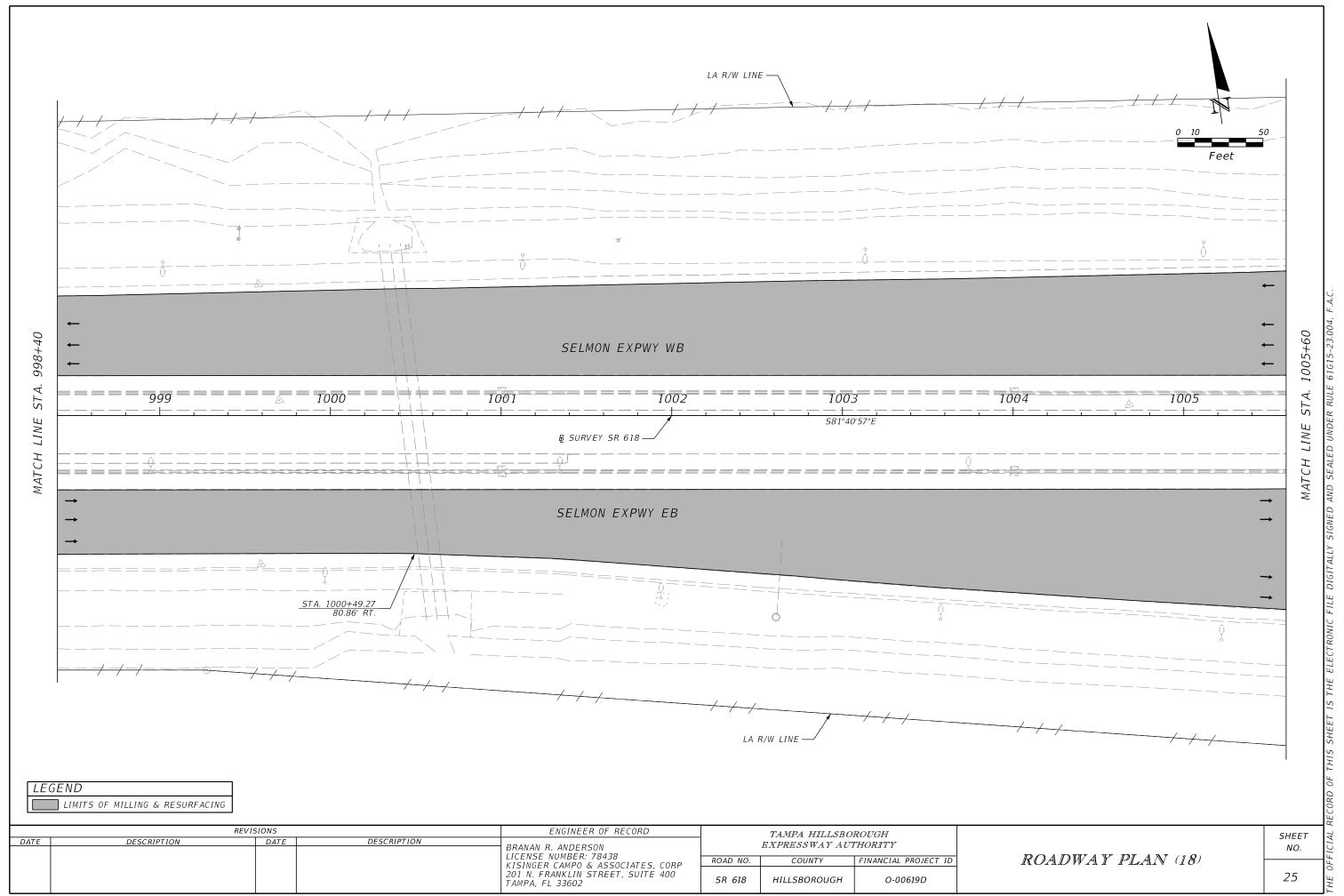


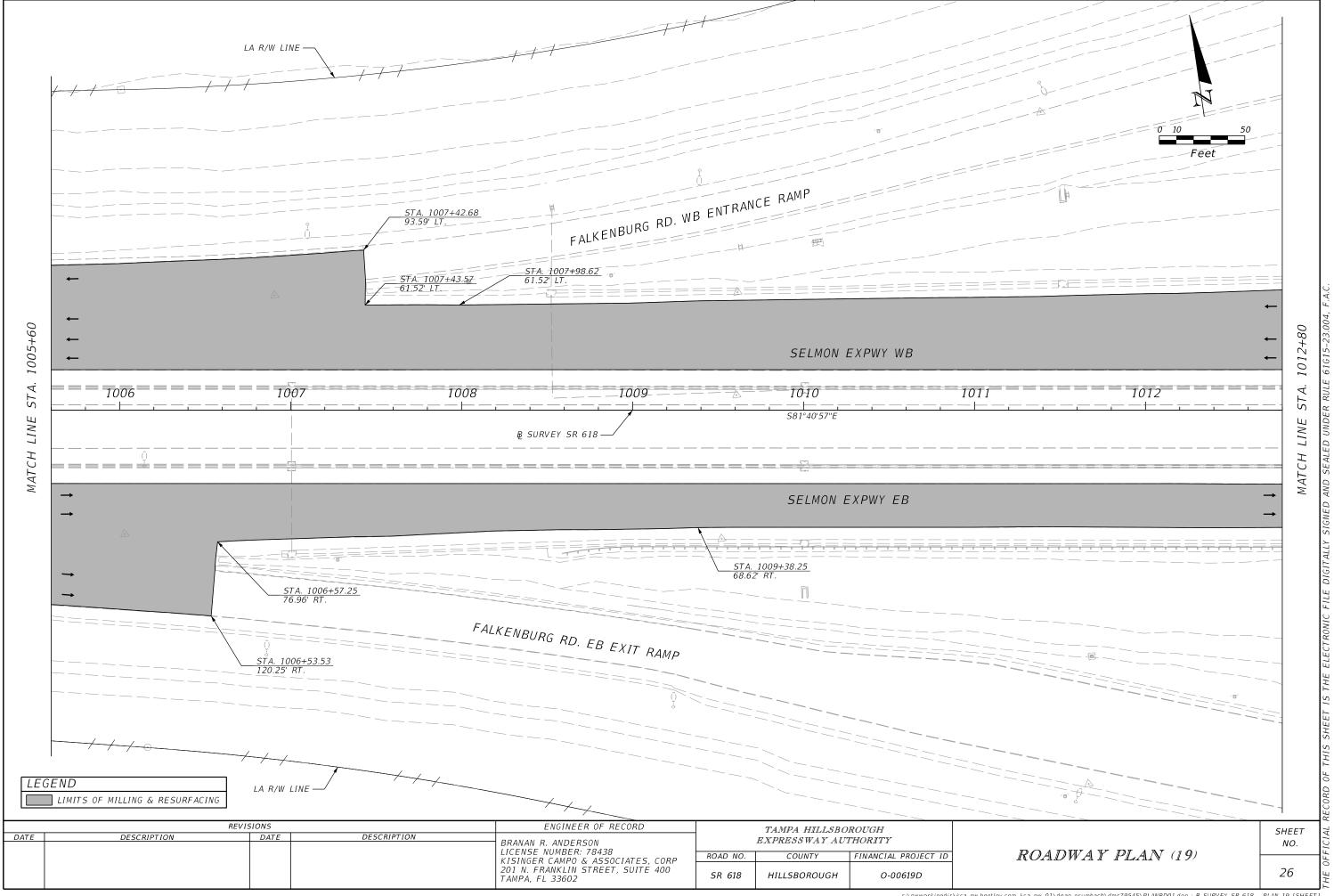


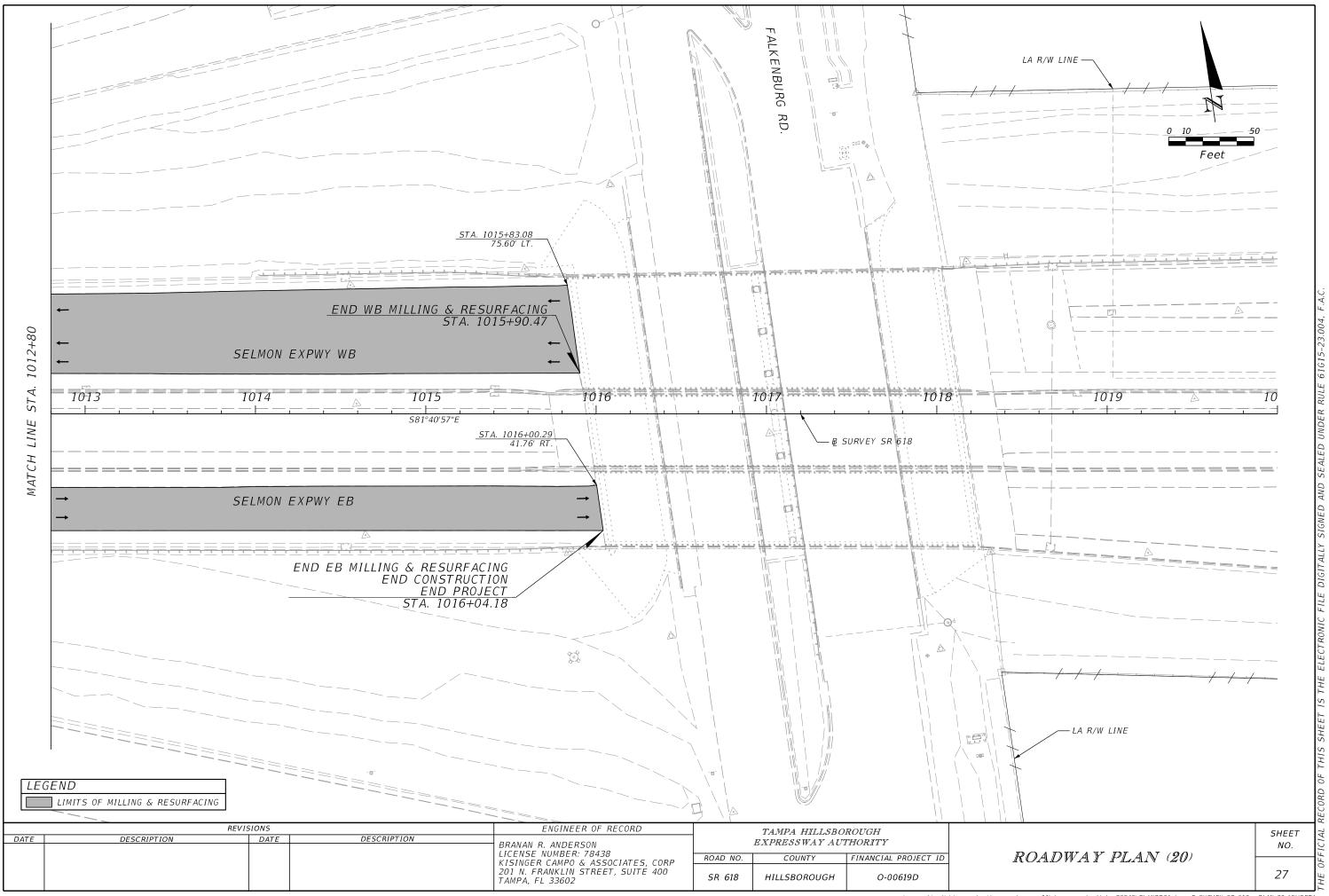












TEMPORARY TRAFFIC CONTROL PLAN (TTCP) GENERAL NOTES:

- THE EXISTING POSTED SPEED IS 65 MPH THROUGHOUT THE PROJECT LIMITS.
- LANE CLOSURES ARE ONLY ALLOWED FROM 9:00 AM TO 3:00 PM AND FROM 7:00 PM TO 5:00 AM.
- TEMPORARY TRAFFIC CONTROL ACTIVITIES SHALL BE COORDINATED WITH THE AUTHORITY'S TOLL OPERATIONS DEPARTMENT AND THE TOLLING CONTRACTOR AS NEEDED.
- SPECIAL EVENTS INCLUDE:

TAMPA BAY LIGHTNING HOME GAMES

MACDILL AIR FEST

GASPARILLA PARADE

GASPARILLA CHILDREN'S PARADE

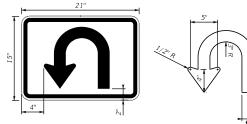
GASPARILLA DISTANCE CLASSIC

- THE AUTHORITY MAY DIRECT UP TO TEN (10) DAYS WHEN NO LANE CLOSURES ARE PERMITTED, PROVIDED 24-HOUR NOTICE BY THE AUTHORITY AT NO ADDITIONAL COST OR TIME TO THE AUTHORITY.
- DETOURS, DIVERSIONS, AND LANE SHIFTS SHALL PROVIDE AT LEAST ONE 12-FOOT WIDE LANE.
- WORK ACTIVITIES ARE SUBJECT TO THE CITY OF TAMPA APPROVED TRUCK ROUTES.
- LANE CLOSURES AND DETOURS (INCLUDING RAMPS) MUST BE REPORTED TO THE AUTHORITY A MINIMUM OF FOURTEEN (14) CALENDAR DAYS PRIOR TO CLOSURE
- TEMPORARY TRAFFIC CONTROL ACTIVITIES SHALL ALLOW FOR ALL LANES TO BE REOPENED IN THE EVENT OF AN EMERGENCY.
- RAMP DETOURS DUE TO CLOSURE ARE NOT ALLOWED TO BE USED IN CONJUNCTION WITH ANY OTHER RAMP DETOURS.
- 11. TEMPORARY WORK, INCLUDING DETOURS USING ROADS MAINTAINED BY FDOT MUST COMPLY WITH THE APPROVED FDOT GENERAL USE PERMIT.
- 12. HILLSBOROUGH COUNTY SHALL BE NOTIFIED 14 DAYS PRIOR TO ANY DETOUR WHICH UTILIZE A COUNTY ROAD.
- 13. TRAFFIC CONDITIONS, ACCIDENTS, AND OTHER UNFORESEEN EMERGENCY CONDITIONS MAY REQUIRE THE ENGINEER TO RESTRICT OR REMOVE LANE CLOSURES OR CHANNELIZING DEVICES SHOWN IN THE PLANS. NECESSARY ADJUSTMENTS SHALL BE MADE, AS DIRECTED BY THE ENGINEER, WITHOUT DELAY. RESPONSES TO ANY REQUESTS MADE BY THE ENGINEER FOR CORRECTION, IMPROVEMENT OR MODIFICATION OF ALL TEMPORARY TRAFFIC CONTROL PLAN DEVICES SHALL BE MADE WITHIN 30 MINUTES FROM THE TIME OF NOTIFICATION.
- 14. TEMPORARY TRAFFIC CONTROL SIGN LOCATIONS ARE APPROXIMATE AND MAY BE ADJUSTED AS DEEMED NECESSARY BY THE ENGINEER TO AVOID CONFLICTS, MINIMUM SIGN DISTANCES WILL BE MAINTAINED DURING CONSTRUCTION. EXISTING SIGNING WHICH CONFLICTS WITH THIS TEMPORARY TRAFFIC CONTROL PLAN SHALL BE COVERED DURING CONSTRUCTION.
- 15. NOTIFY LOCAL LAW ENFORCEMENT, EMERGENCY/RESCUE AGENCIES LOCATED IN THE PROJECT VICINITY 24 HOURS IN ADVANCE OF PERFORMING ANY DETOURS, LANE CLOSURES, OR TRAFFIC PACING OPERATIONS.
- 16. MAINTAIN ALL STREET NAME IDENTIFICATION VISIBLE DURING CONSTRUCTION OPERATIONS AT ALL TIMES.
- 17. ALL CONSTRUCTION COSTS ASSOCIATED WITH THIS TEMPORARY TRAFFIC CONTROL PLAN MUST BE INCLUDED IN PAY ITEM, 102-1, MAINTENANCE OF TRAFFIC, LUMP SUM.
- 18. THE REVERSIBLE EXPRESS LANE (REL) RAMP CLOSURES MUST USE THE PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS) FOR CLOSURES AND NEW TRAFFIC PATTERNS. SEE PCMS DETAILS FOR ADDITIONAL INFORMATION. DETOURS ARE NOT REQUIRED FOR THE REL RAMP CLOSURES.

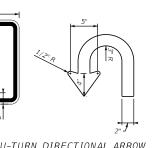
TTCP PHASING NOTES:

- UTILIZE LANE CLOSURES FOLLOWING FDOT STANDARD PLANS INDEX 102-600, 102-602, AND 102-613 (WITH MOTORIST AWARENESS SYSTEM) FOR MILLING AND RESURFACING WITHIN THE TRAVEL LANES AND SHOULDER.
- PROVIDE AT LEAST ONE (1) OFF-DUTY LAW ENFORCEMENT OFFICER DURING ALL LANE CLOSURES.
- COVER ALL TTC SIGNS WHEN NOT IN USE.
- THE FOLLOWING OFF-SITE DETOURS ARE TO BE INSTALLED TO PERFORM MILLING AND RESURFACING OPERATIONS ALONG RAMPS AND GORE AREAS.

EASTBOUND 78TH ST. OFF RAMP DETOUR EASTBOUND US 301 OFF RAMP DETOUR EASTBOUND US 301 ON RAMP DETOUR EASTBOUND FALKENBURG RD. OFF RAMP DETOUR WESTBOUND US 301 ON RAMP DETOUR WESTBOUND US 301 OFF RAMP DETOUR WESTBOUND FALKENBURG RD. ON RAMP DETOUR



SPECIAL SIGN DETAIL - U-TURN DIRECTIONAL ARROW



PORTABLE CHANGEABLE MESSAGE SIGN (PCMS) DETAILS:

AT ANY LANE CLOSURE: PCMS

NIGHTLY CLOSURES MM/DDMM/DD

ONE WEEK PRIOR TO CLOSURE

PCMS

LANE CLOSURE AHEAD

DRIVE WITH CAUTION

DURING CLOSURE

AT NEW TRAFFIC PATTERN: PCMS

NFWTRAFFIC PATTERN

BEGINS MONTH

ONE WEEK PRIOR TO CLOSURE

PCMS

PATTERN

DRIVE CAUTION

DURING CLOSURE

TWO WEEKS PRIOR TO CONSTRUCTION:

ROAD WORK ON SR 618

TAMPA HILLSBOROUGH

EXPRESSWAY AUTHORITY

FINANCIAL PROJECT ID

O-00619D

COUNTY

HILLSBOROUGH

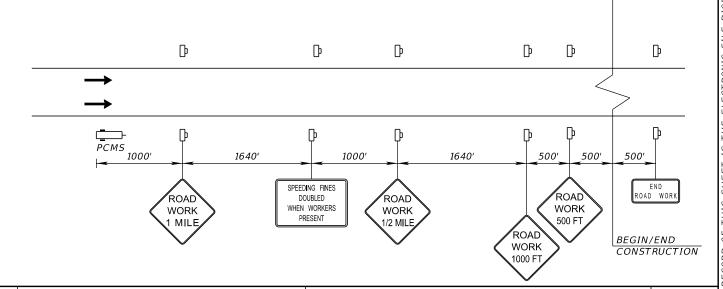
ROAD NO.

SR 618

BEGINS MONTHDATF

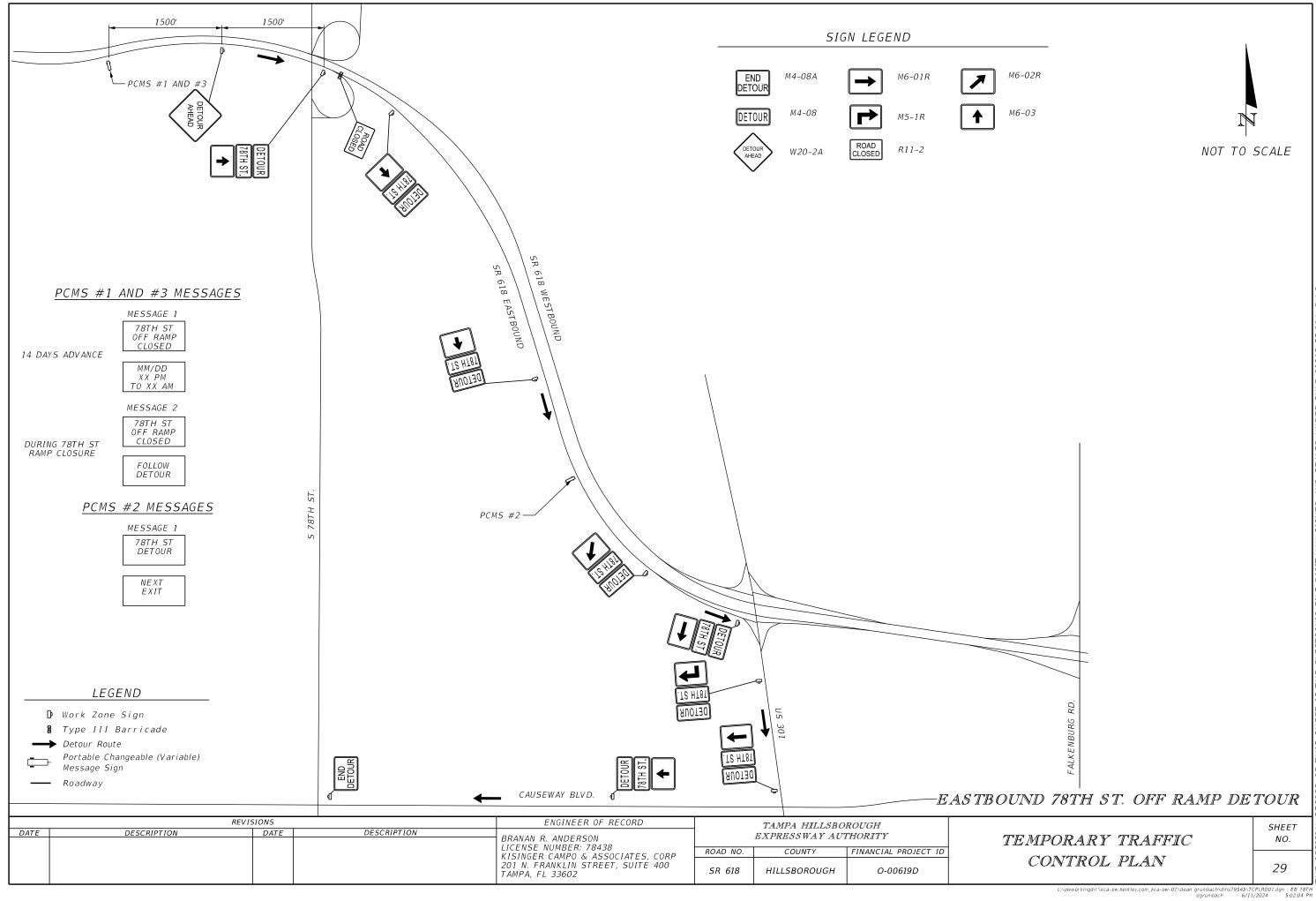
SEE ADVANCE WARNING SIGN DIAGRAM FOR LOCATION

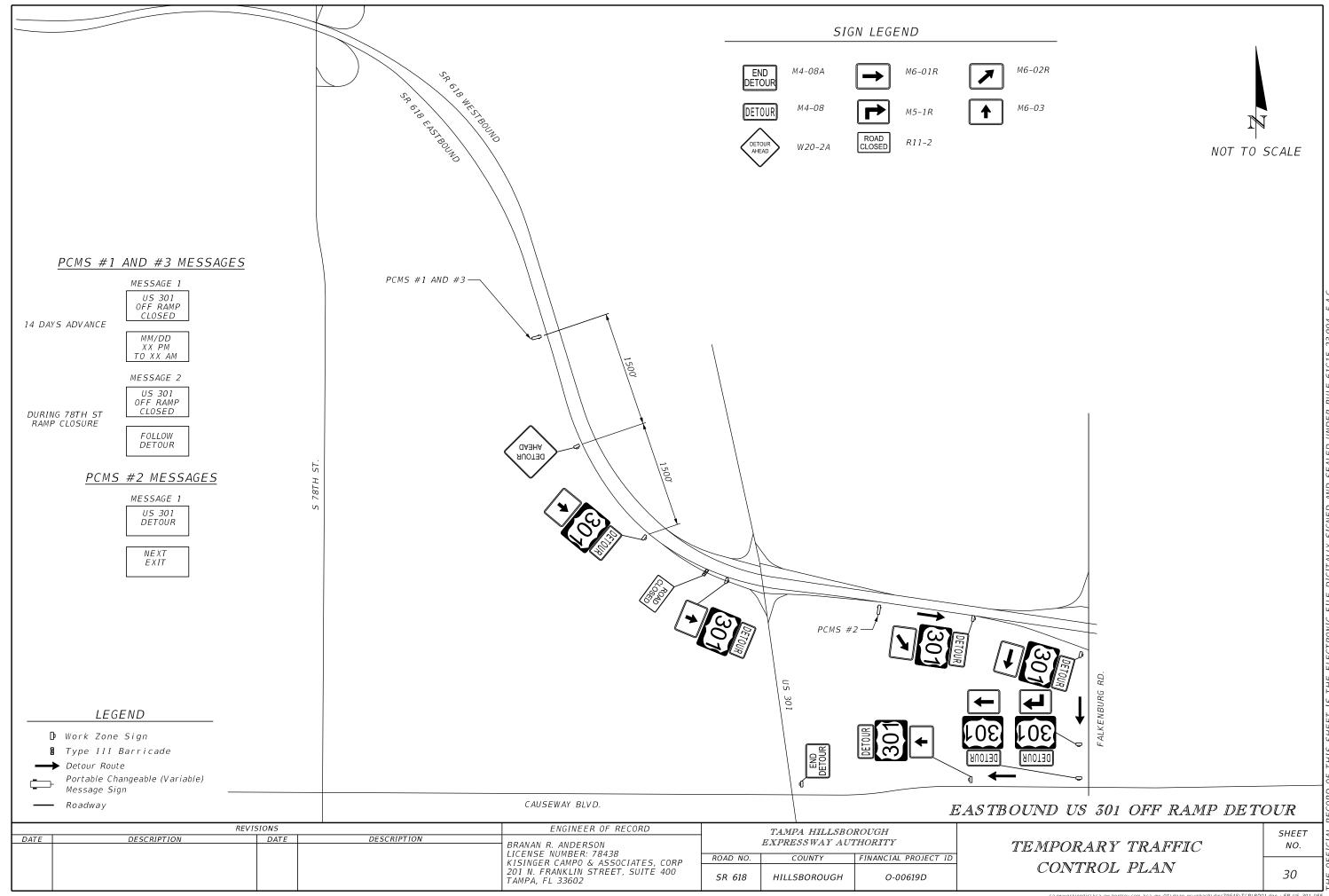
ADVANCED WARNING SIGN DIAGRAM

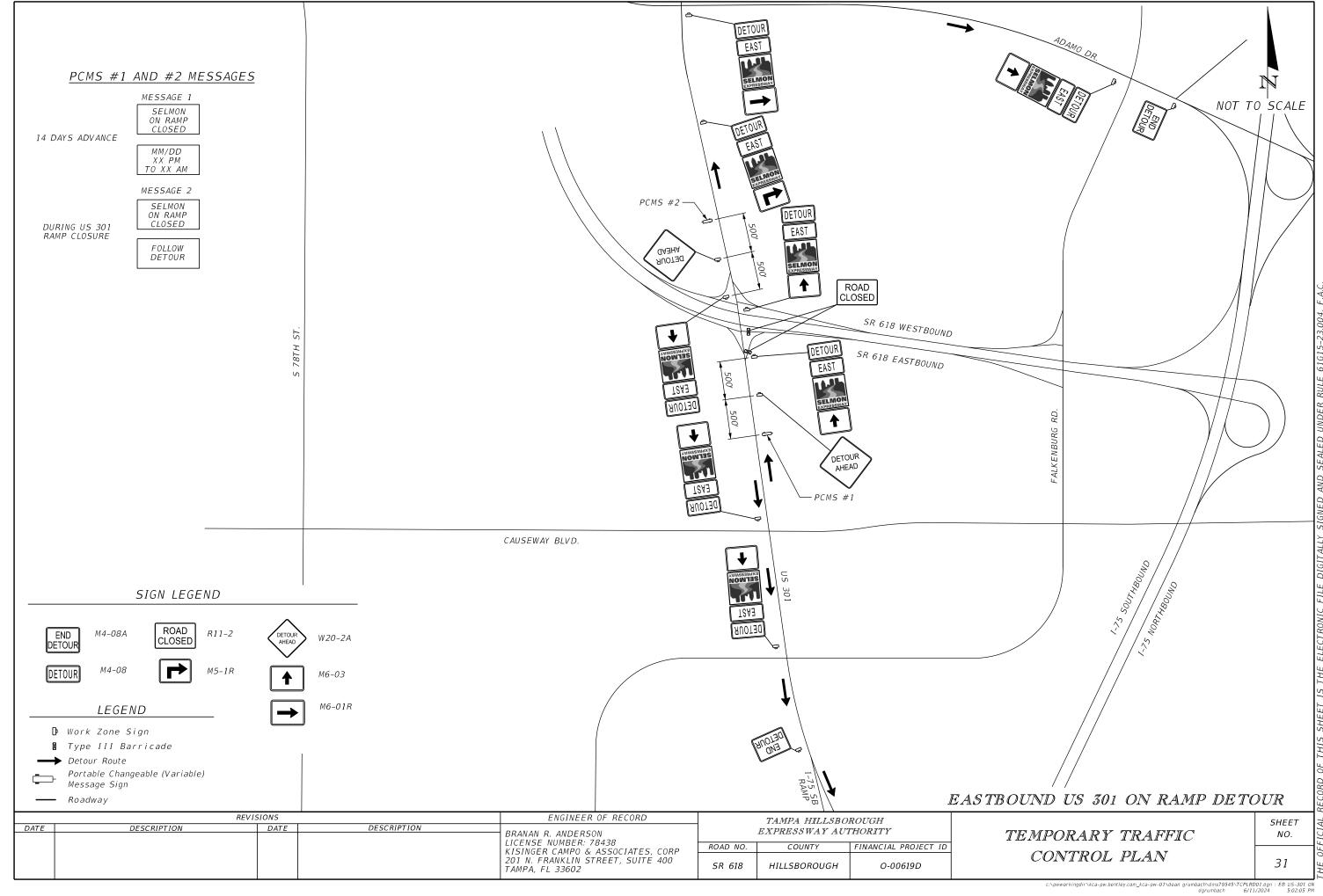


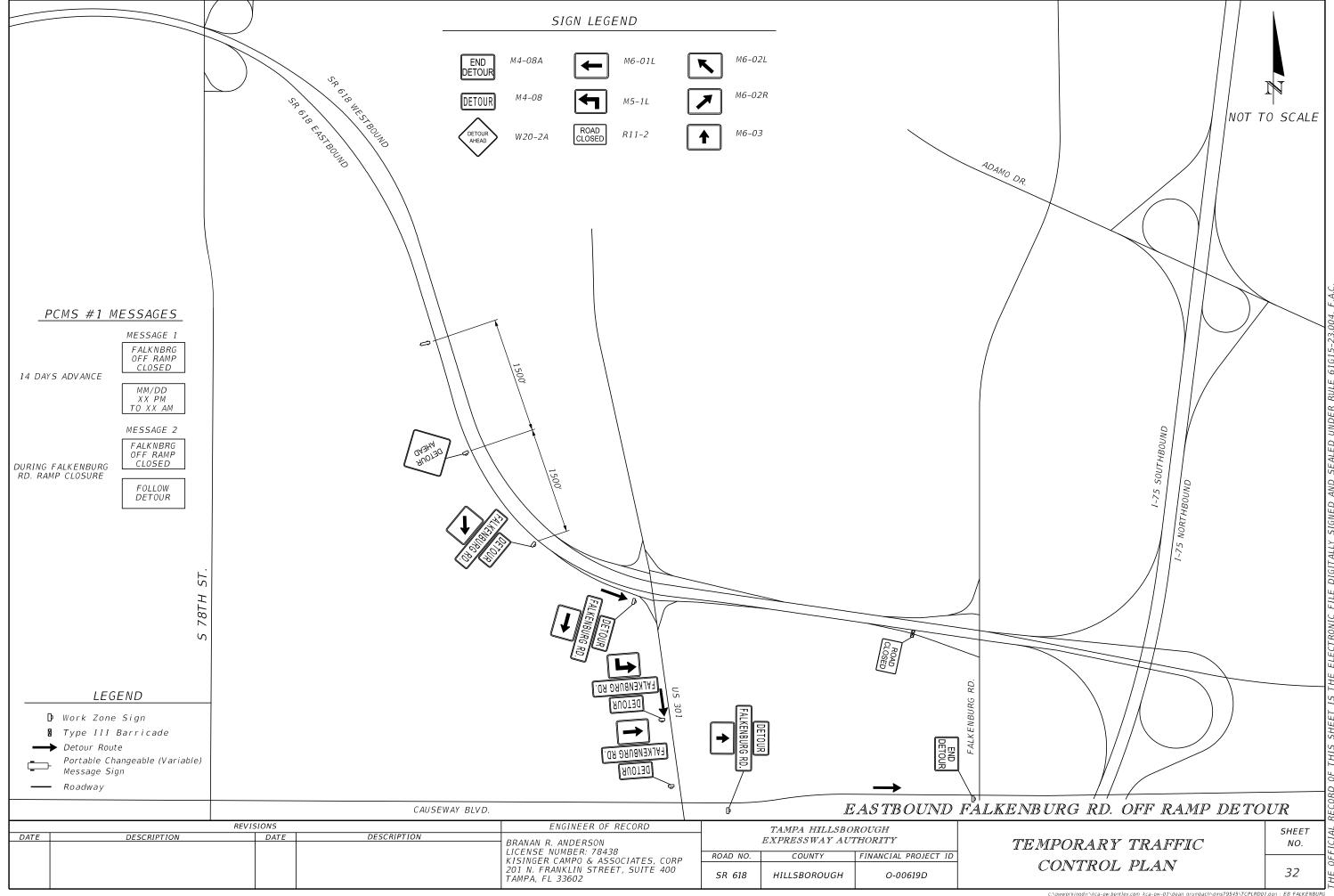
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DATE	DESCRIPTION	DATE	DESCRIPTION	BRANAN B ANDERGON
				BRANAN R. ANDERSON LICENSE NUMBER: 78438 KISINGER CAMPO & ASSOCIATES, CORP 201 N. FRANKLIN STREET, SUITE 400 TAMPA, FL 33602

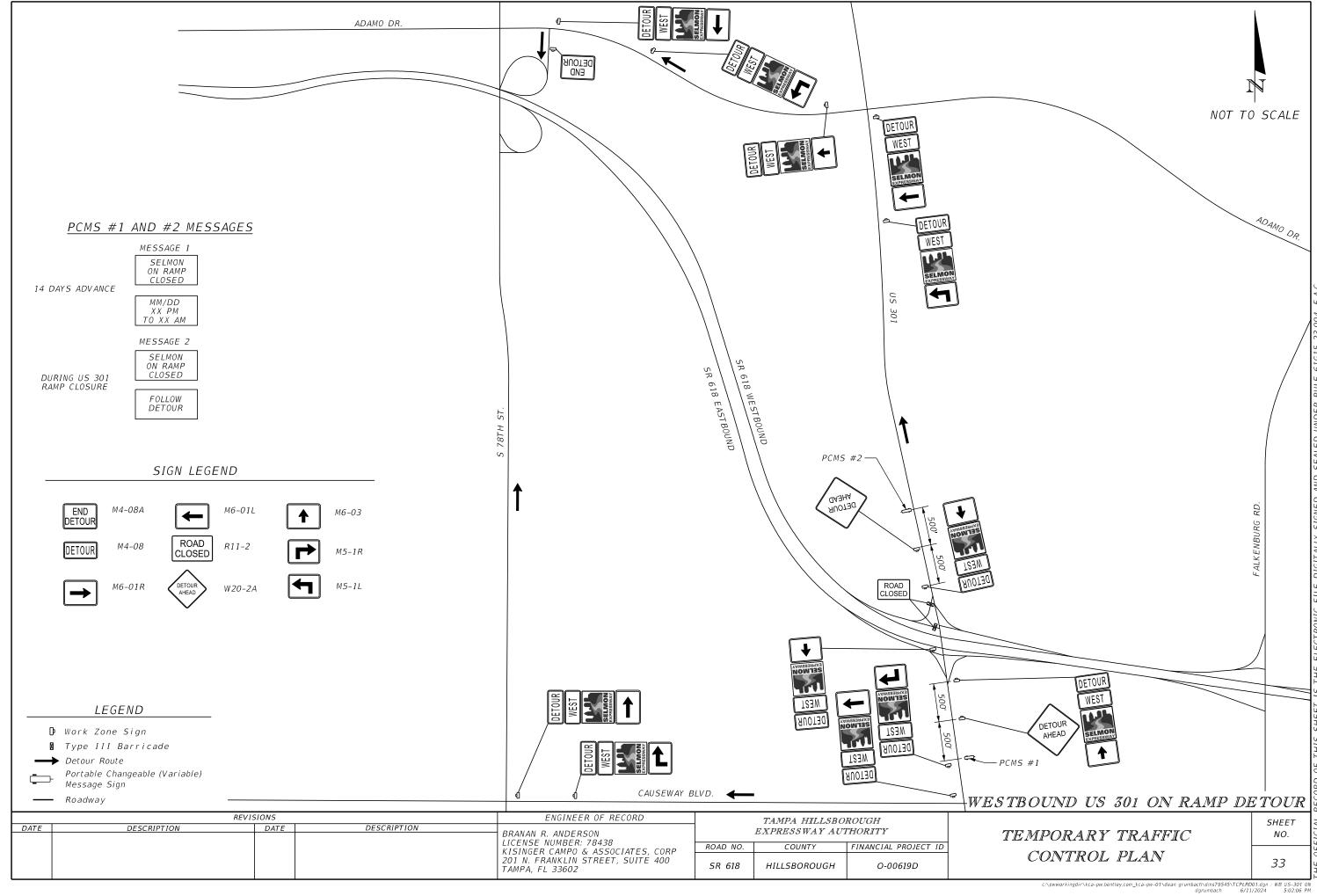
TEMPORARY TRAFFIC CONTROL PLAN

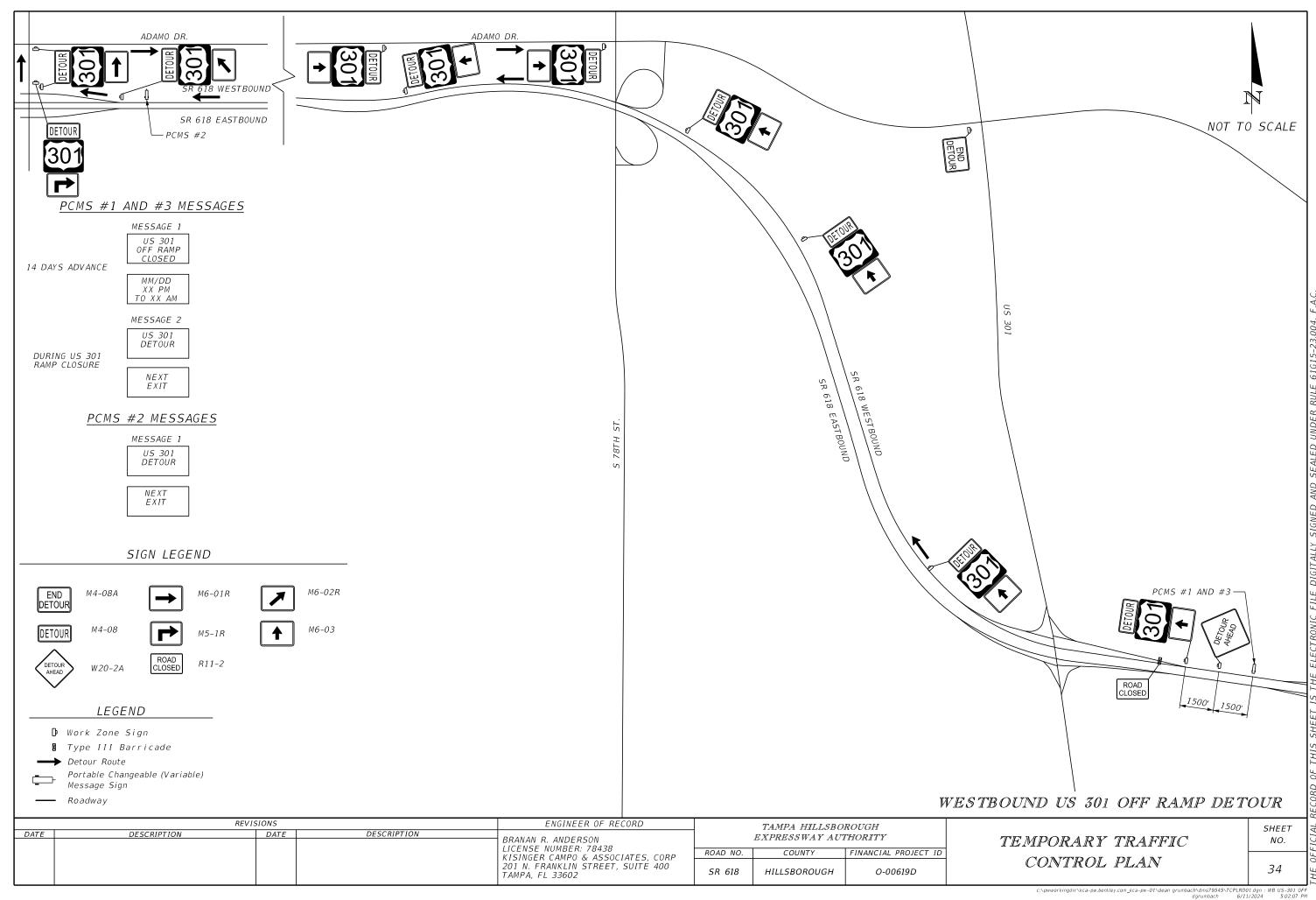


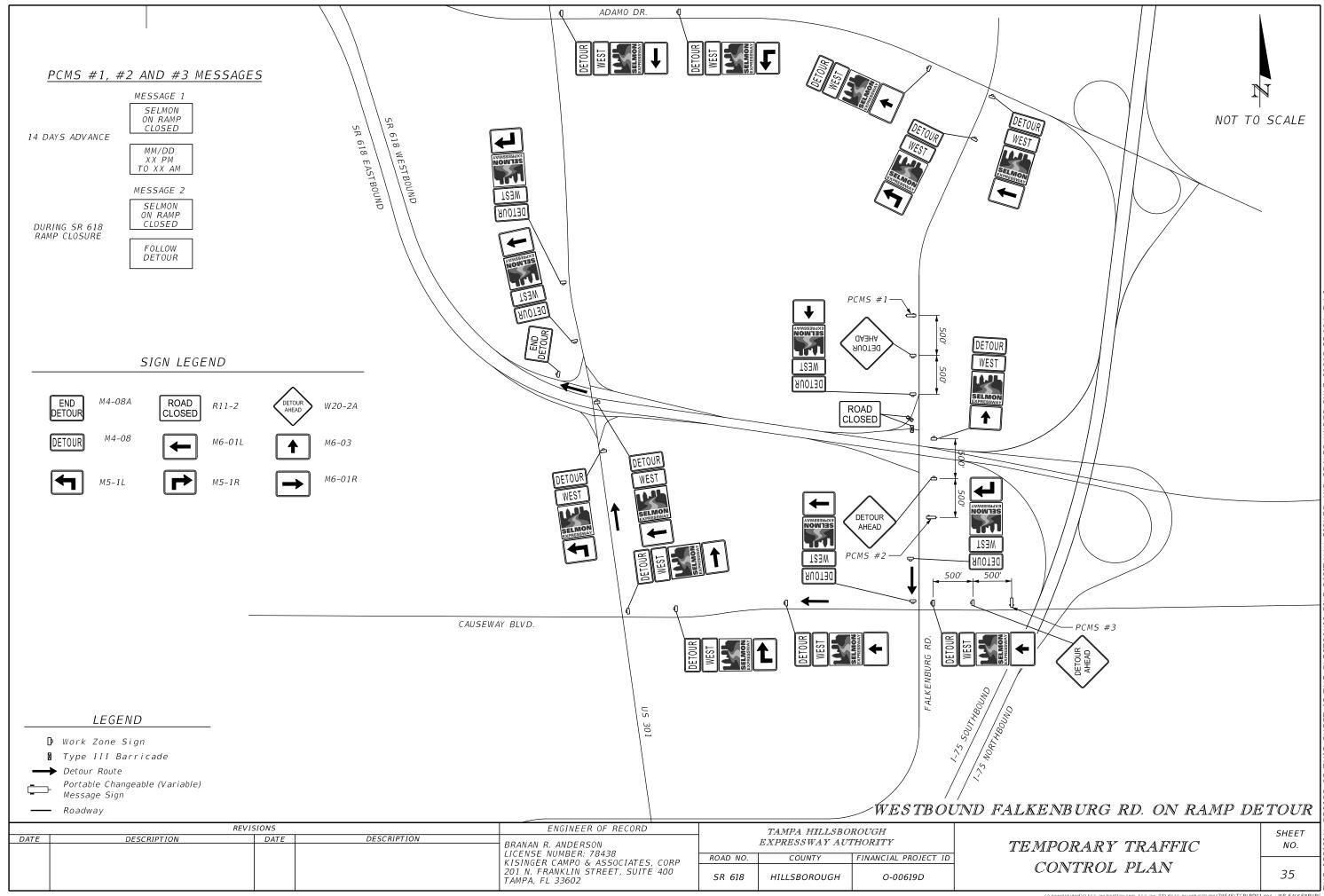












ATTACHMENT 2

CONTRACT PLANS COMPONENTS

ROADWAY SIGNING AND PAVEMENT MARKING

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY

SIGNING AND PAVEMENT MARKING PLANS,

THEA PROJECT ID O-00619D

HILLSBOROUGH COUNTY (10020)

SELMON EXPRESSWAY / STATE ROAD NO. 618 SELMON EXPRESSWAY RESURFACING FY 2025 FROM 78TH ST. TO FAULKENBURG RD.

INDEX OF SIGNING AND PAVEMENT MARKING PLANS

SHEET NO. SHEET DESCRIPTION

S-1 KEY SHEET

S-2 SUMMARY OF PAY ITEMS

S-3 GENERAL NOTES

SIGNING & PAVEMENT MARKING PLAN S-4 - S-23

PROJECT LOCATION URL: https://tinyurl.com/2rae3yvy

PROJECT LIMITS: BEGIN MP 11.150 - END MP 13.750

EXCEPTIONS: NONE

BRIDGE LIMITS: NONE

RAILROAD CROSSINGS: NONE THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

TAMPA ST PETERSBUR

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SIGNING AND PAVEMENT MARKING PLANS ENGINEER OF RECORD:

SCOTT R. SAMUELS, P.E. P.E. LICENSE NUMBER: 88738 KISINGER CAMPO AND ASSOCIATES CORP. RISINGER CAMPO AND ASSOCIAT 201 N. FRANKLIN ST., SUITE 400 TAMPA, FL 33602 PHONE: (813)-871-5331 CONTRACT NO.: O-00619D VENDOR NO.: F59-1677145

THEA PROJECT MANAGER:

JUDITH VILLEGAS, E.I.

CONSTRUCTION	FISCAL	SHEET
CONTRACT NO.	YEAR	NO.
O-00619D	25	

WONAL ENGLIS

LOCATION OF PROJECT

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2024-25 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

SUMMARY OF PAY ITEMS GRAND TOTALUNIT ITEMDESCRIPTION NO. PLAN FINAL 706-1-3 RAISED PAVEMENT MARKER, TYPE B EΑ 1826 710-90 PAINTED PAVEMENT MARKINGS, FINAL SURFACE LS 711-11-103 THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR INTERCHANGE MARKINGS GM 0.034 711-11-124 THERMOPLASTIC, STANDARD, WHITE, SOLID, 18" FOR DIAGONALS AND CHEVRONS LF 3325 711-11-160 THERMOPLASTIC, STANDARD, WHITE, MESSAGE OR SYMBOL EΑ 10 711-11-170 THERMOPLASTIC, STANDARD, WHITE, ARROW EΑ 711-11-224 THERMOPLASTIC, STANDARD, YELLOW, SOLID, 18" FOR DIAGONAL OR CHEVRON LF 63 711-14-660 THERMOPLASTIC, PREFORMED, MULTI COLOR ROUTE SHIELD EΑ 711-16-101 THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 6" GM 4.722 711-16-102 THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SOLID, 8" GM 2.117 711-16-131 THERMOPLASTIC, STANDARD-OTHER SURFACES, WHITE, SKIP, 6",10-30 SKIP OR 3-9 LANE DROP 8.090 GM 711-16-201 THERMOPLASTIC, STANDARD-OTHER SURFACES, YELLOW, SOLID, 6" GM 4.728

										RE
	REVIS	SIONS		ENGINEER OF RECORD		STATE OF F	LORIDA		SHEET	\exists
DATE	DESCRIPTION	DATE	DESCRIPTION	SCOTT R. SAMUELS, P.E. LICENSE NUMBER: 88738		ARTMENT OF TRAI		SUMMARY OF	NO.	-1017
				KISINGER CAMPO & ASSOCIATES CORP.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	 		OFF
				201 N. FRANKLIN STREET, SUITE 400 TAMPA, FLORIDA 33602	SR 618	HILLSBOROUGH	O-00619D	PAY ITEMS	5-2	THF

SIGNING AND PAVEMENT MARKING GENERAL NOTES

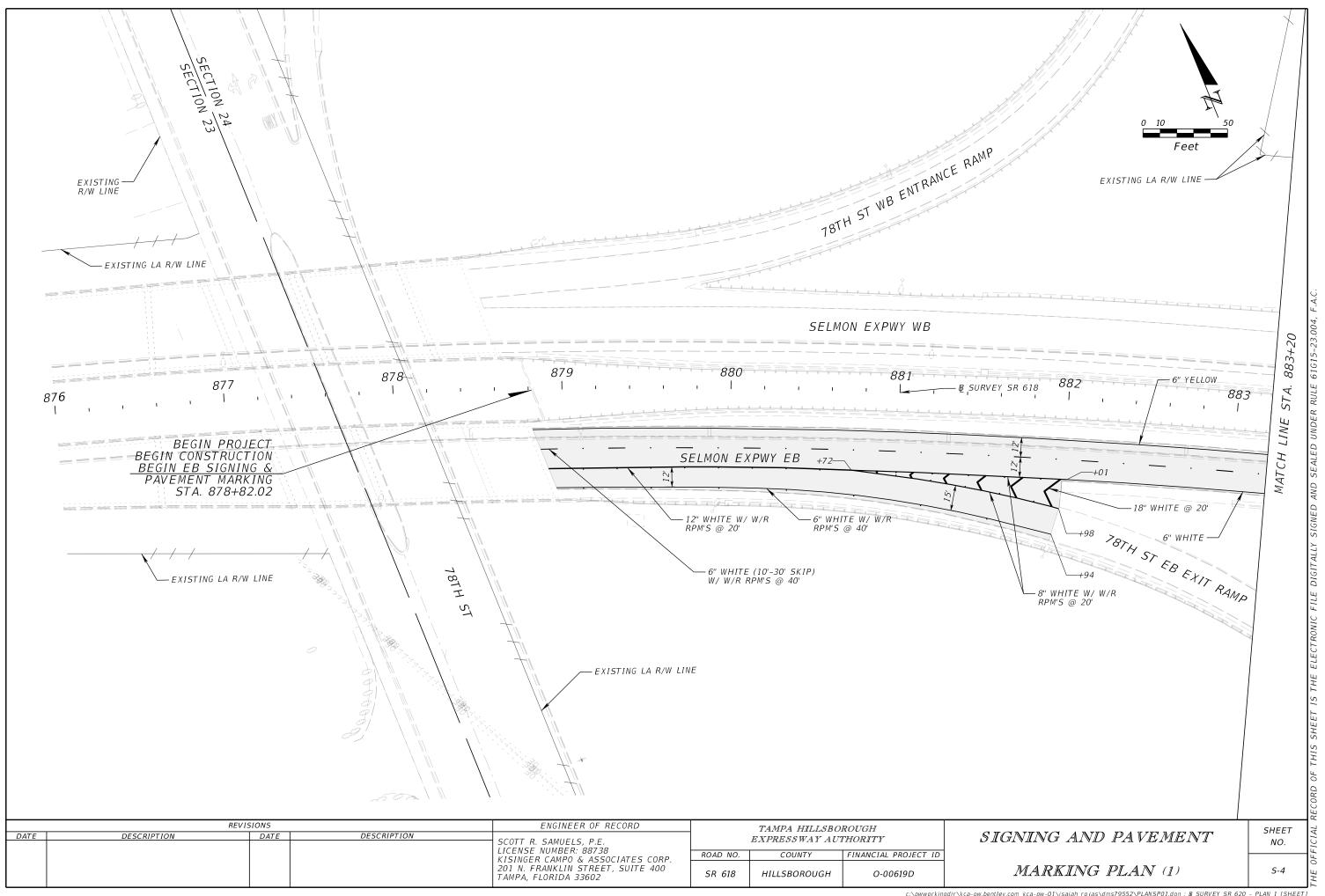
1. MAINTAIN EXISTING STREET NAME SIGNS FOR 911 PURPOSES. COST FOR ALL RELOCATIONS DURING MAINTENANCE OF TRAFFIC TO BE INCLUDED UNDER RELATED PAY ITEM(S).

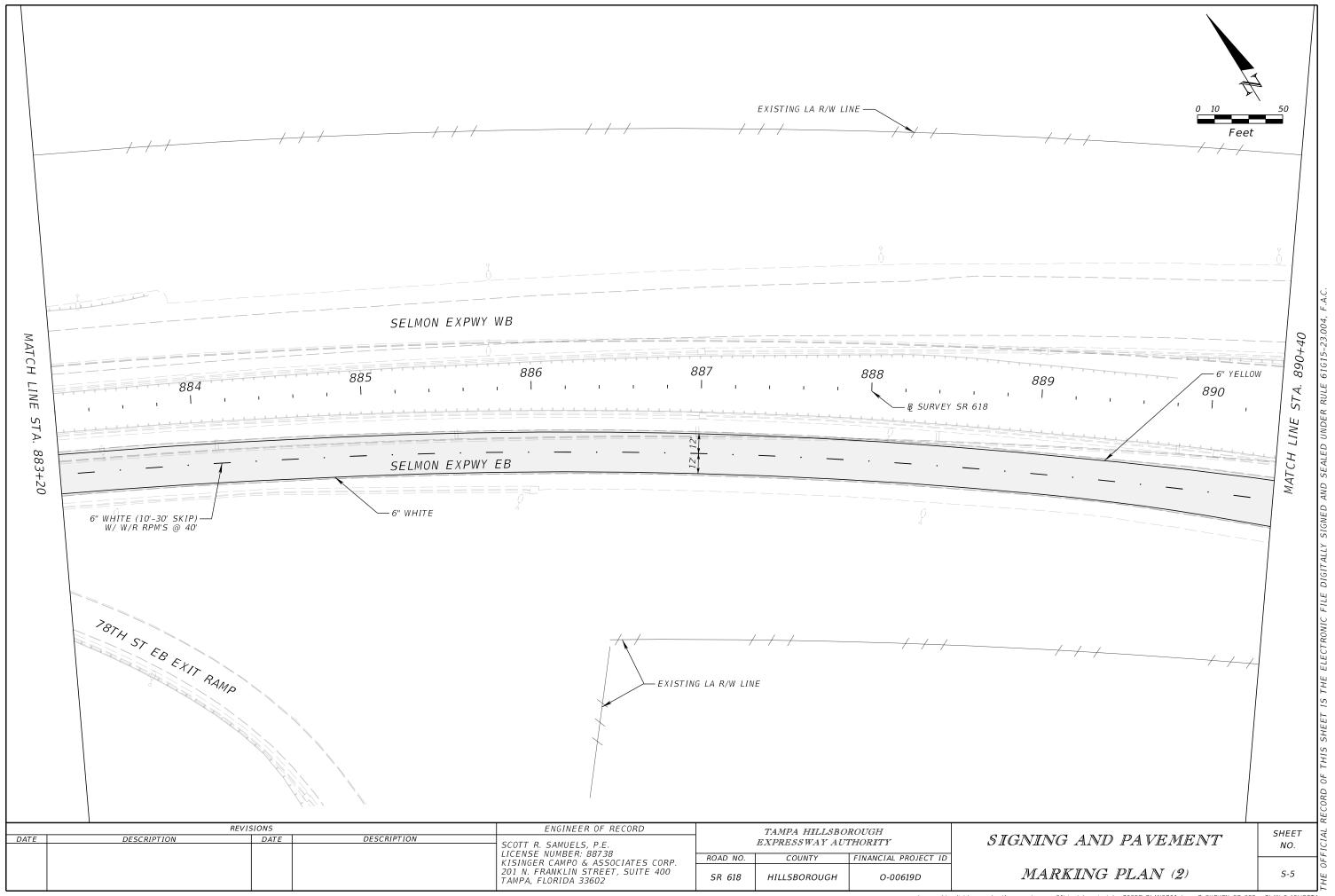
	REVI.	SIONS		ENGINEER OF RECORD	STATE OF FLORIDA			
DATE	DESCRIPTION	DATE	DESCRIPTION	SCOTT R. SAMUELS, P.E.	DEPARTMENT OF TRANSPORTATIO		SPORTATION	
				LICENSE NUMBER: 88738 KISINGER CAMPO & ASSOCIATES CORP.	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	
				201 N. FRANKLIN STREET, SUITE 400 TAMPA, FLORIDA 33602	SR 618	HILLSBOROUGH	O-00619D	

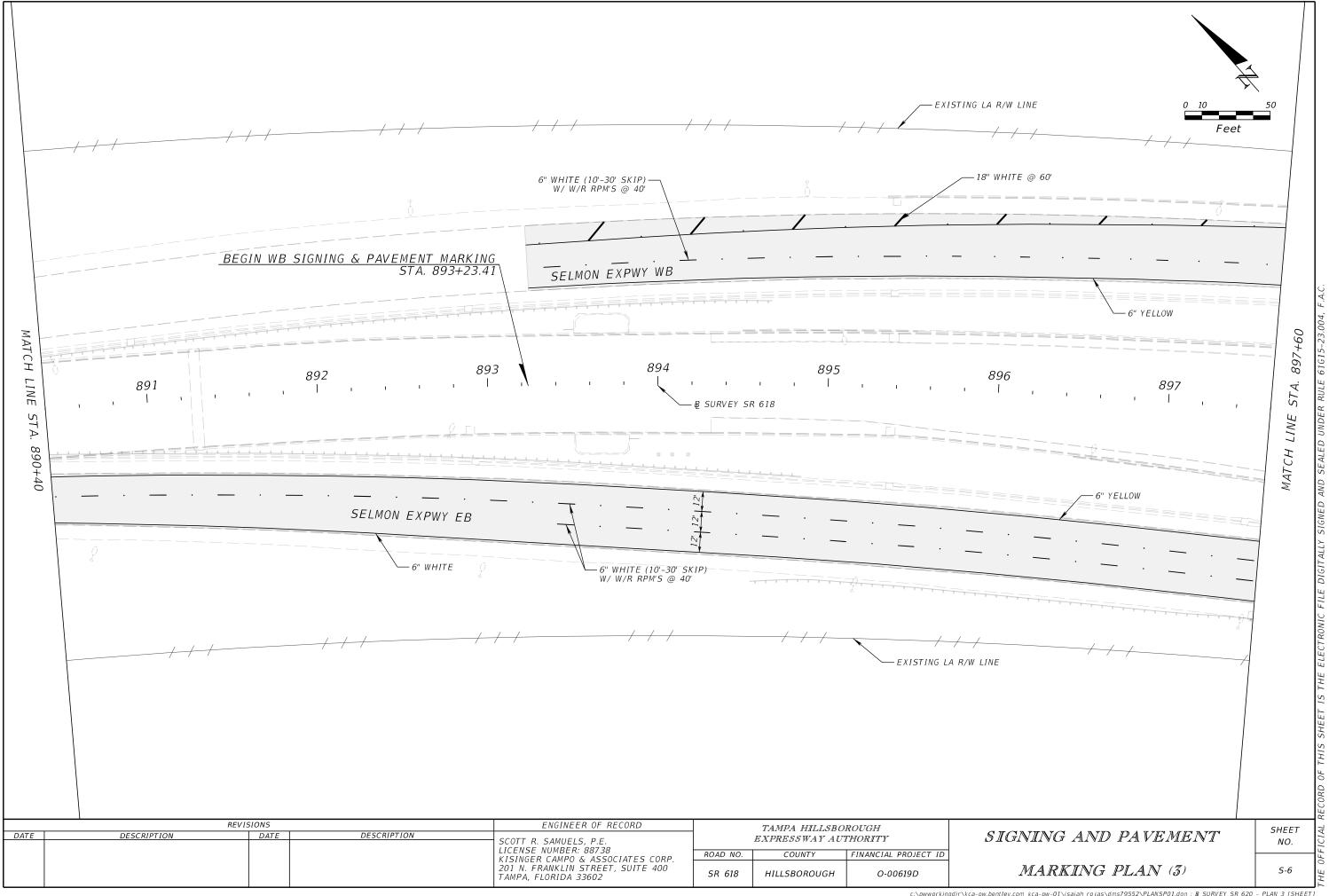
GENERAL NOTES

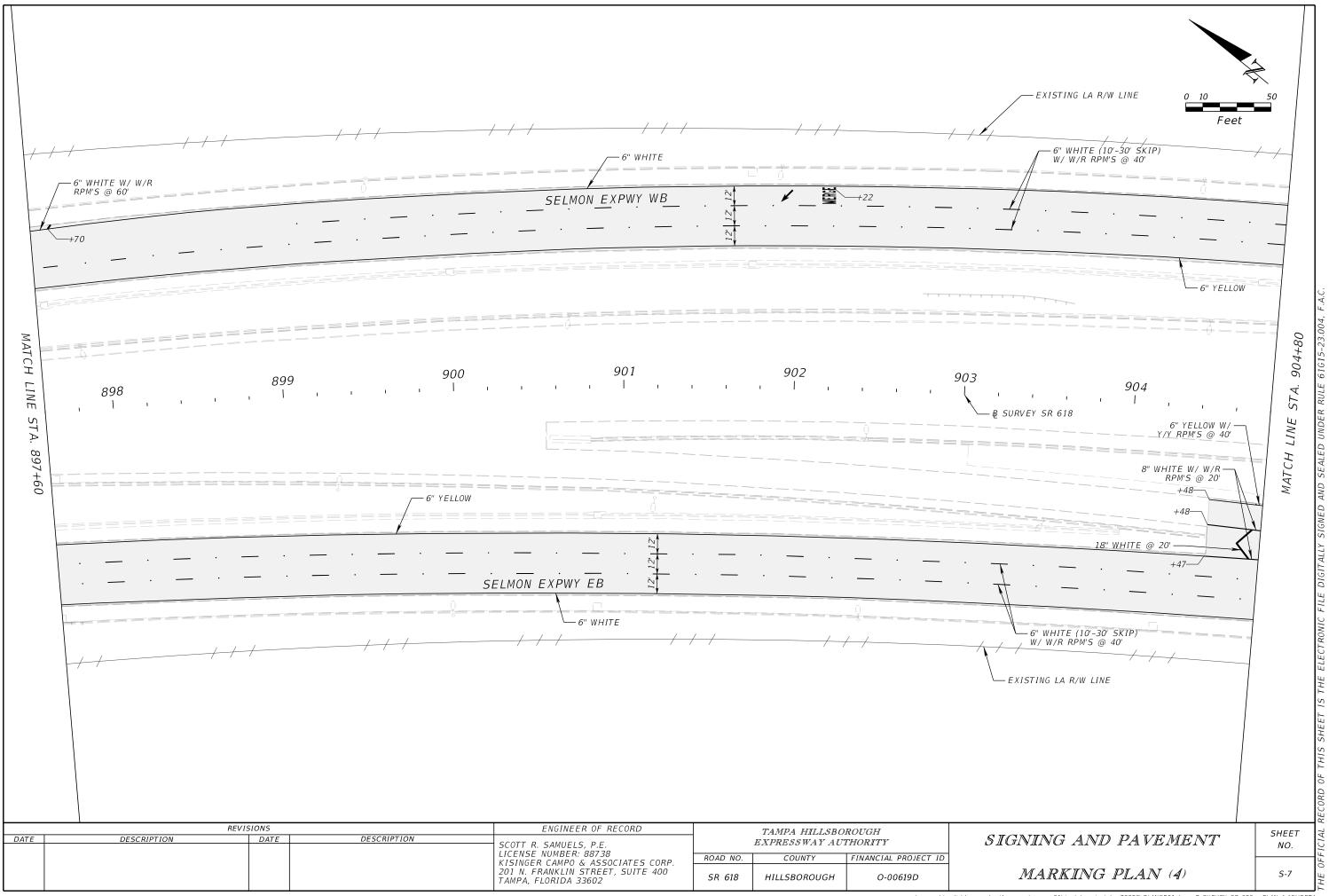
SHEET NO.

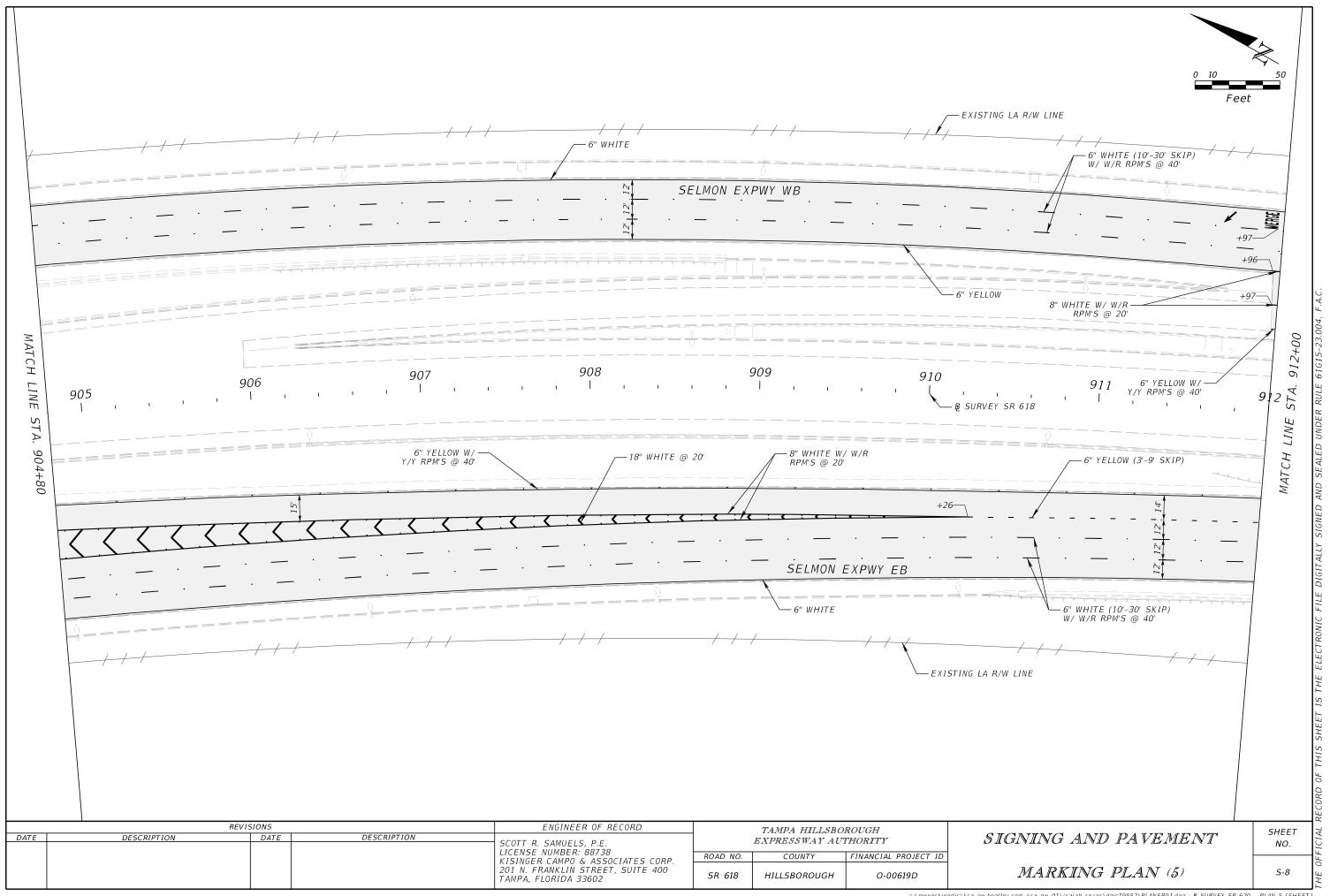
S-3

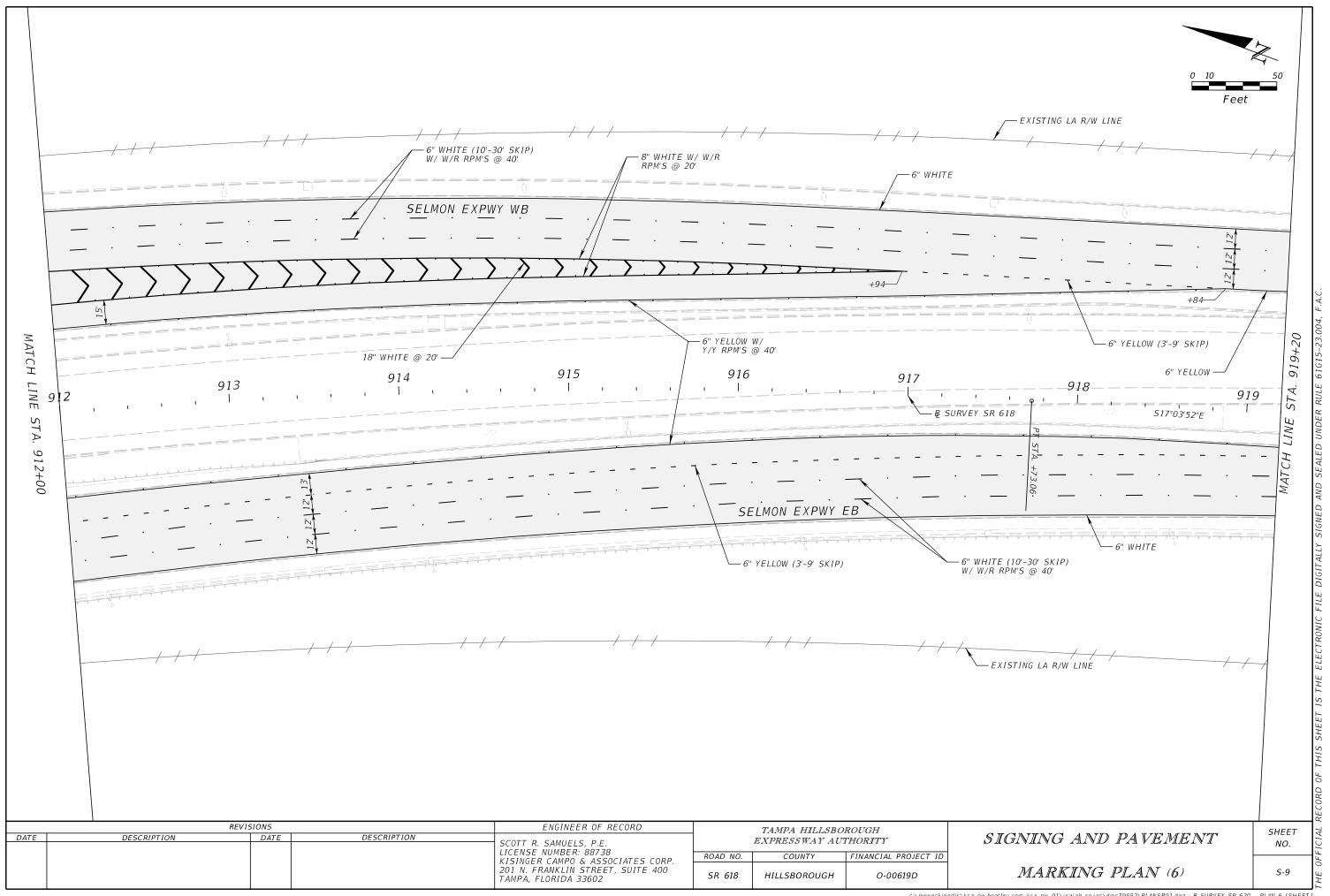


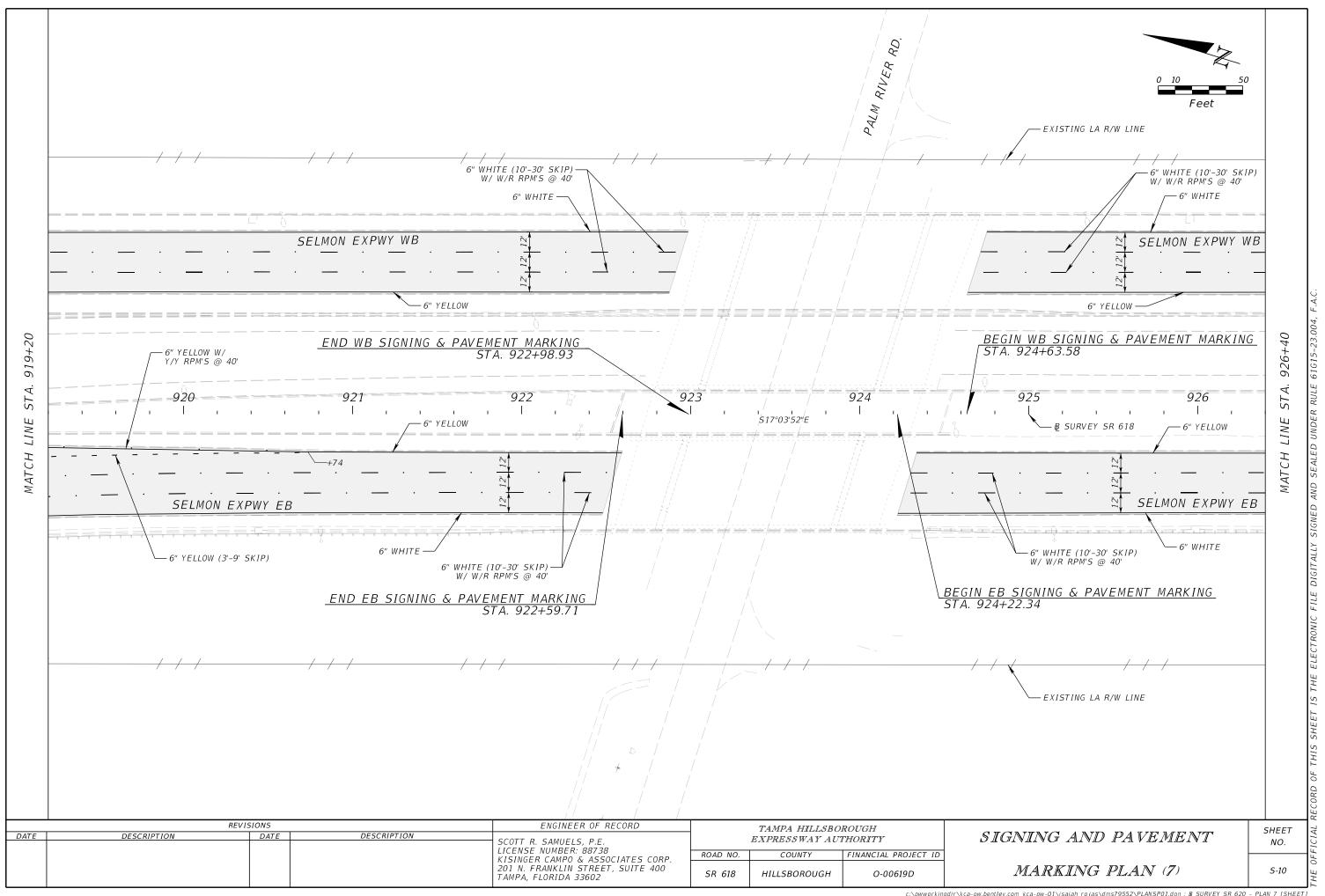


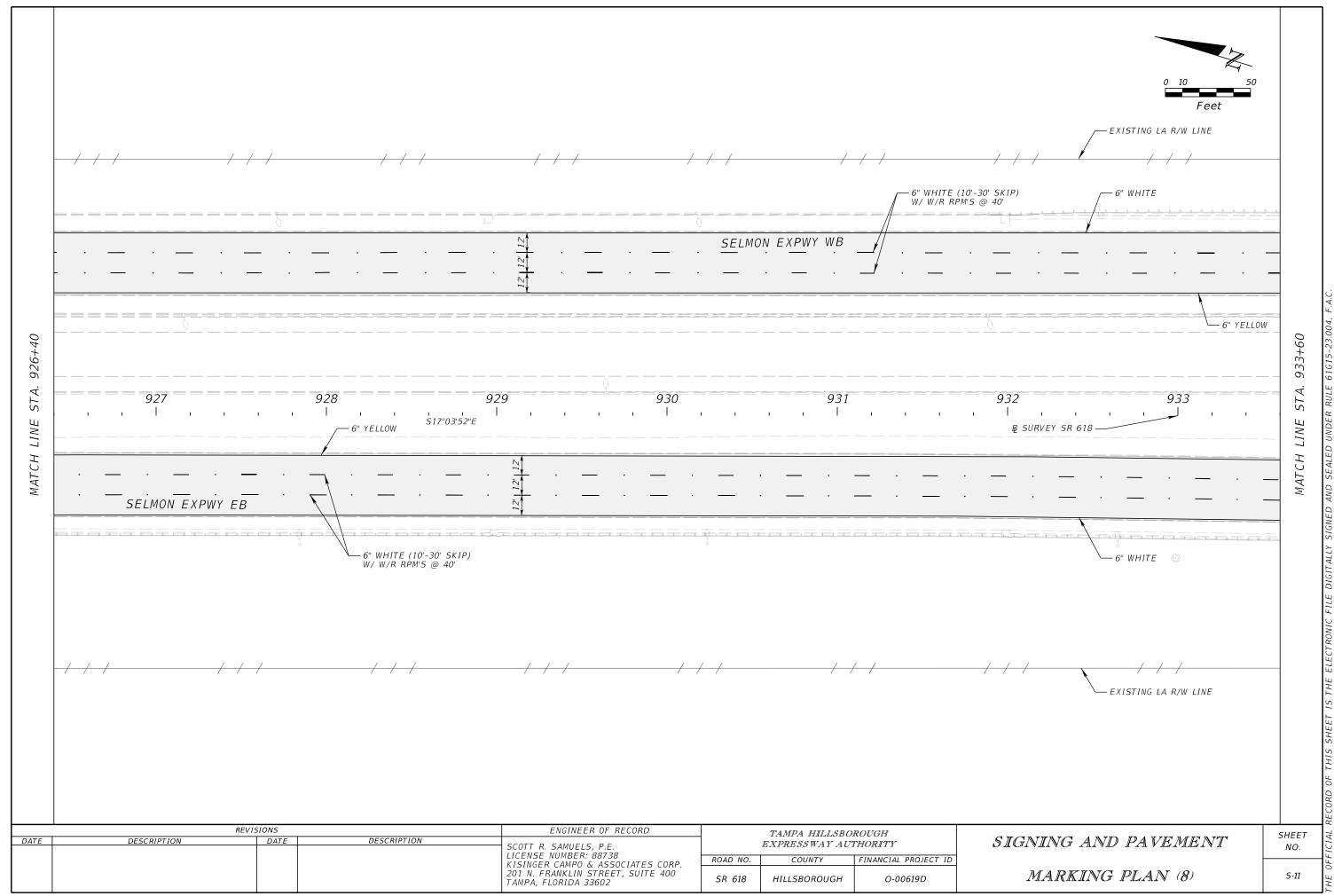


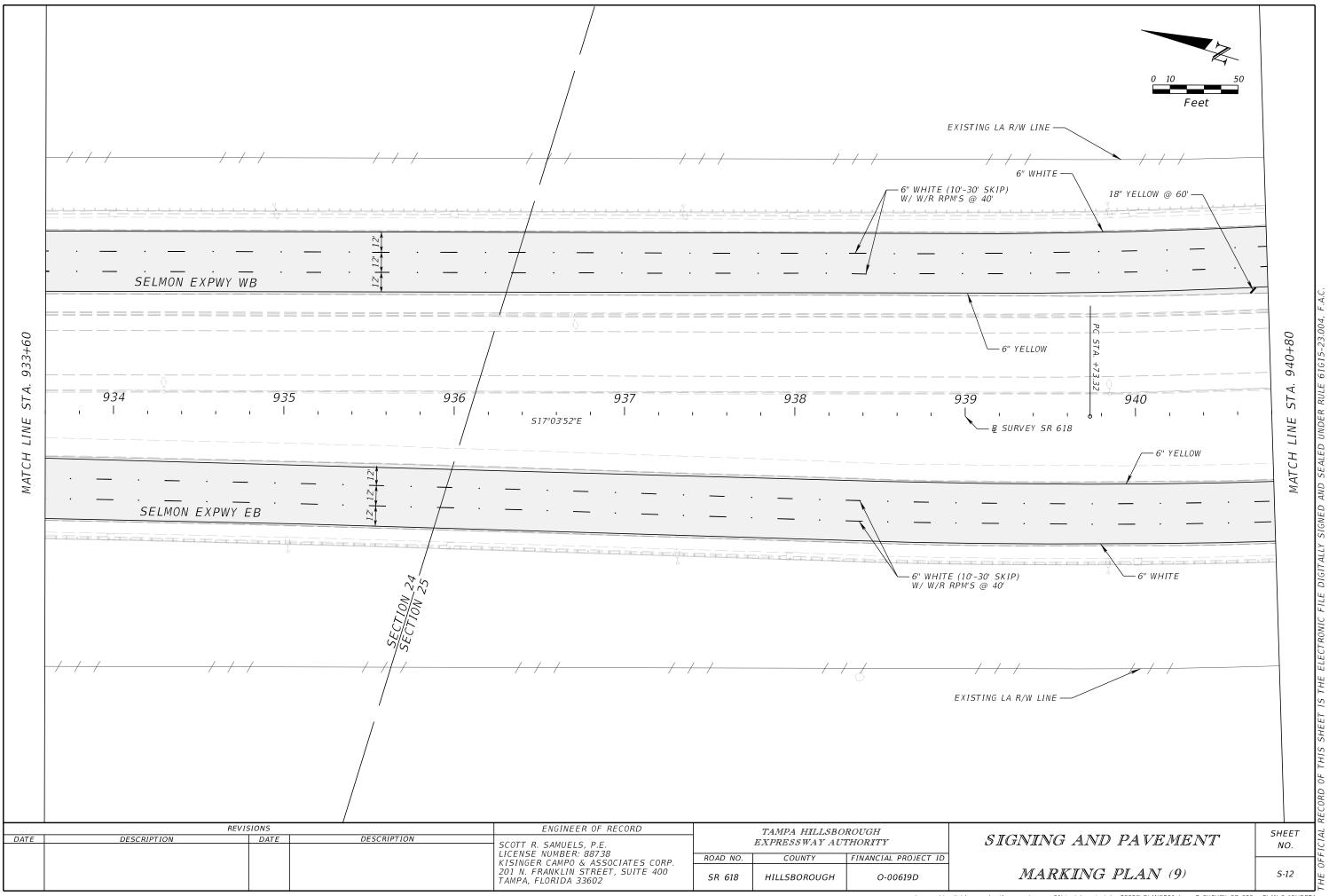


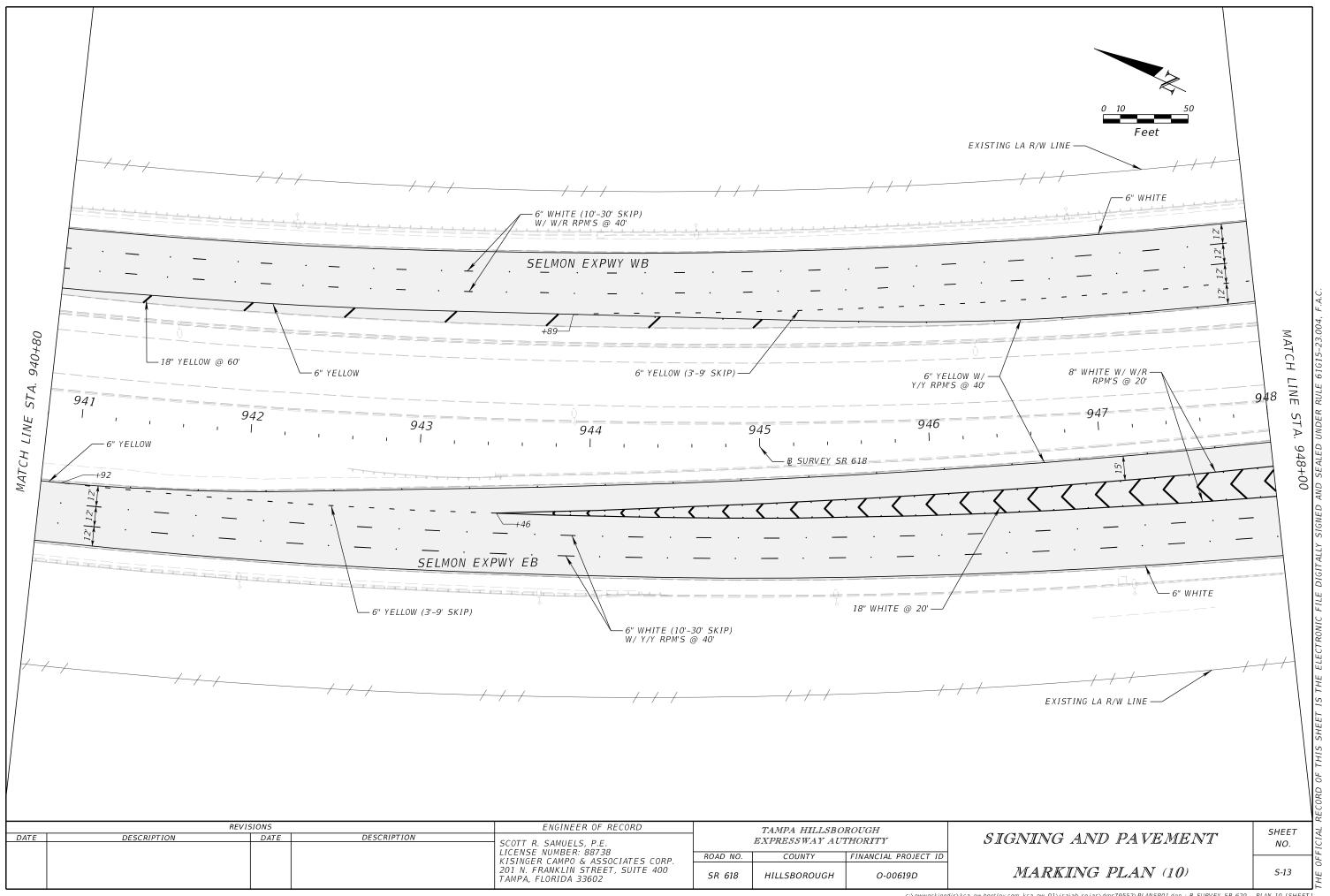


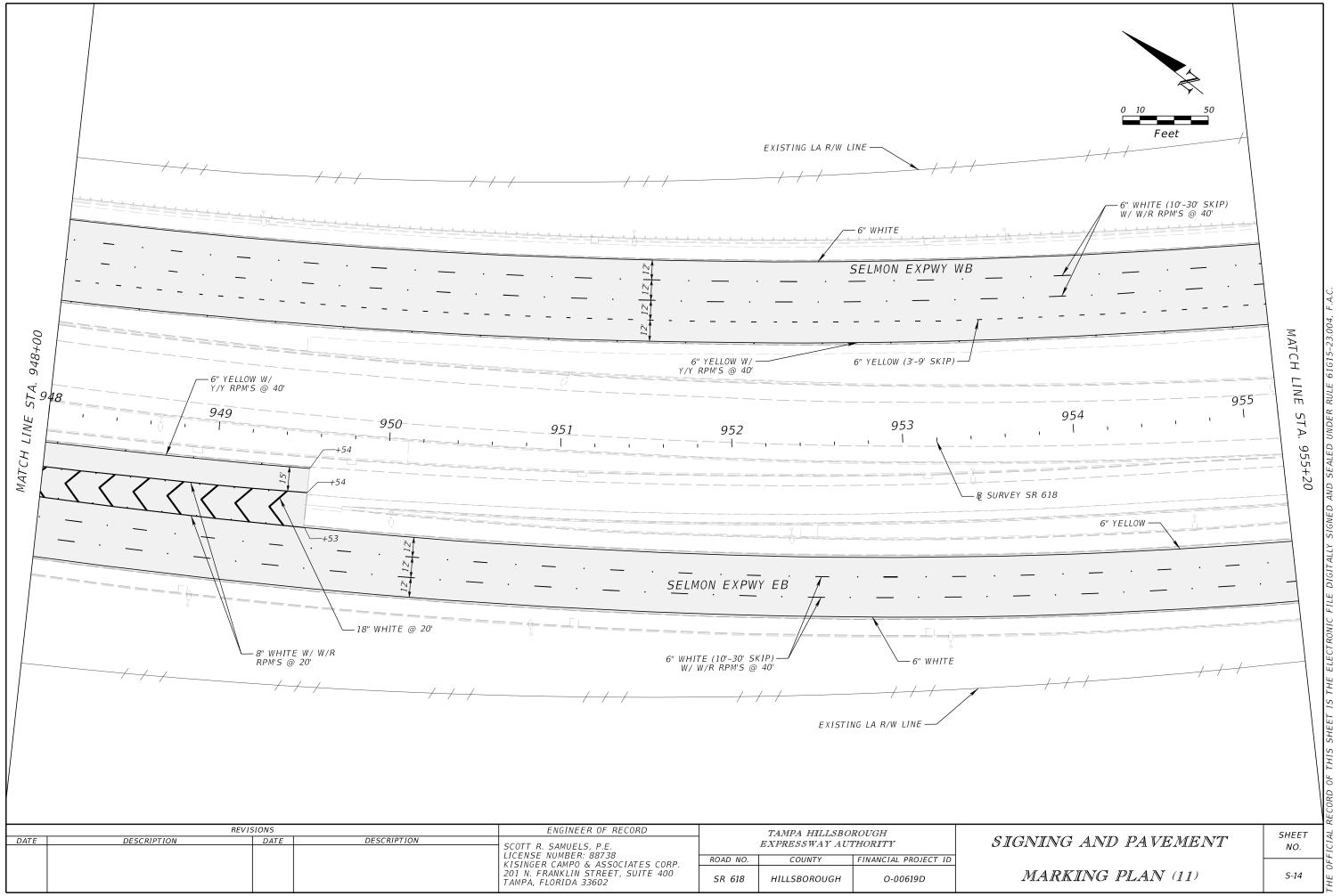


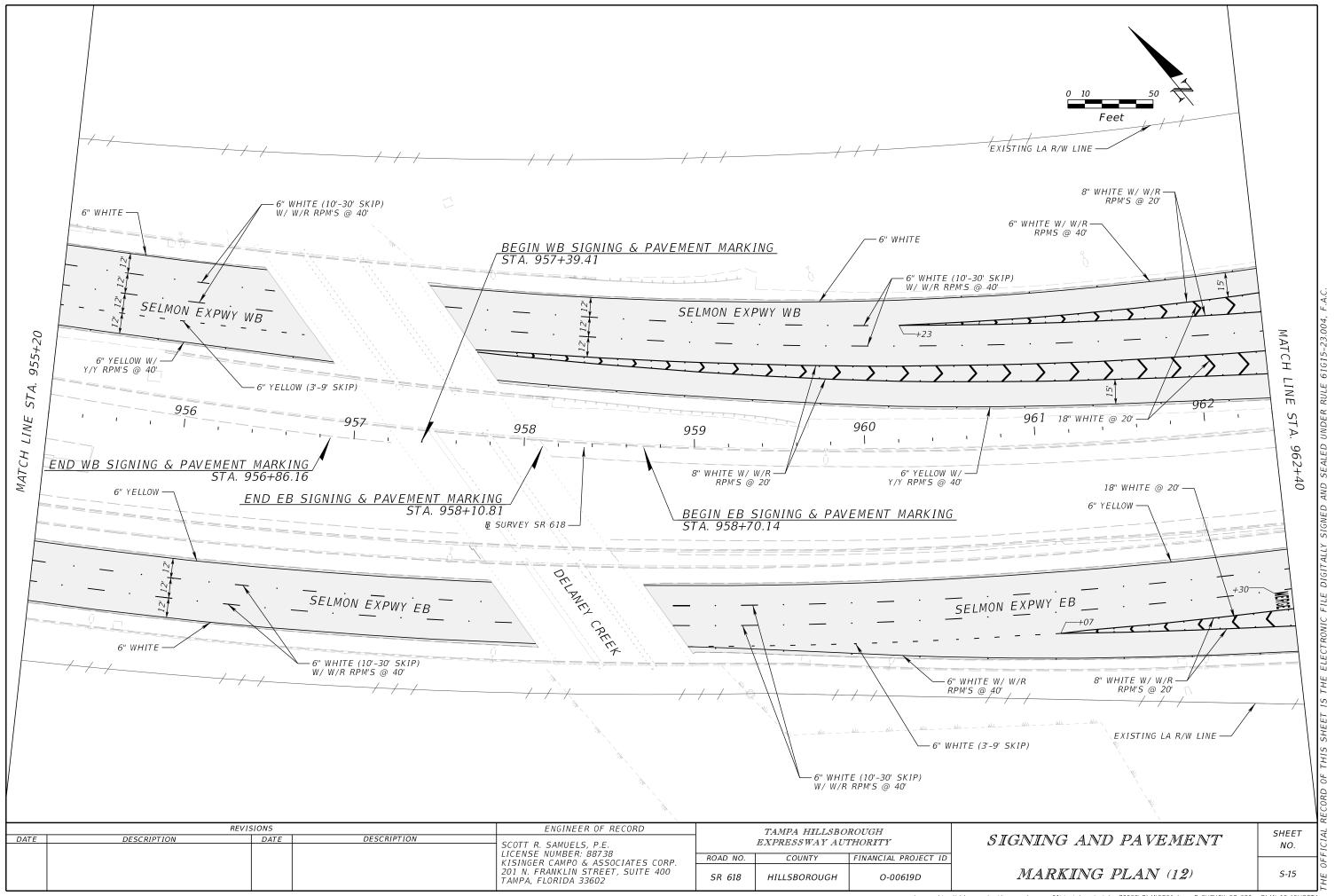


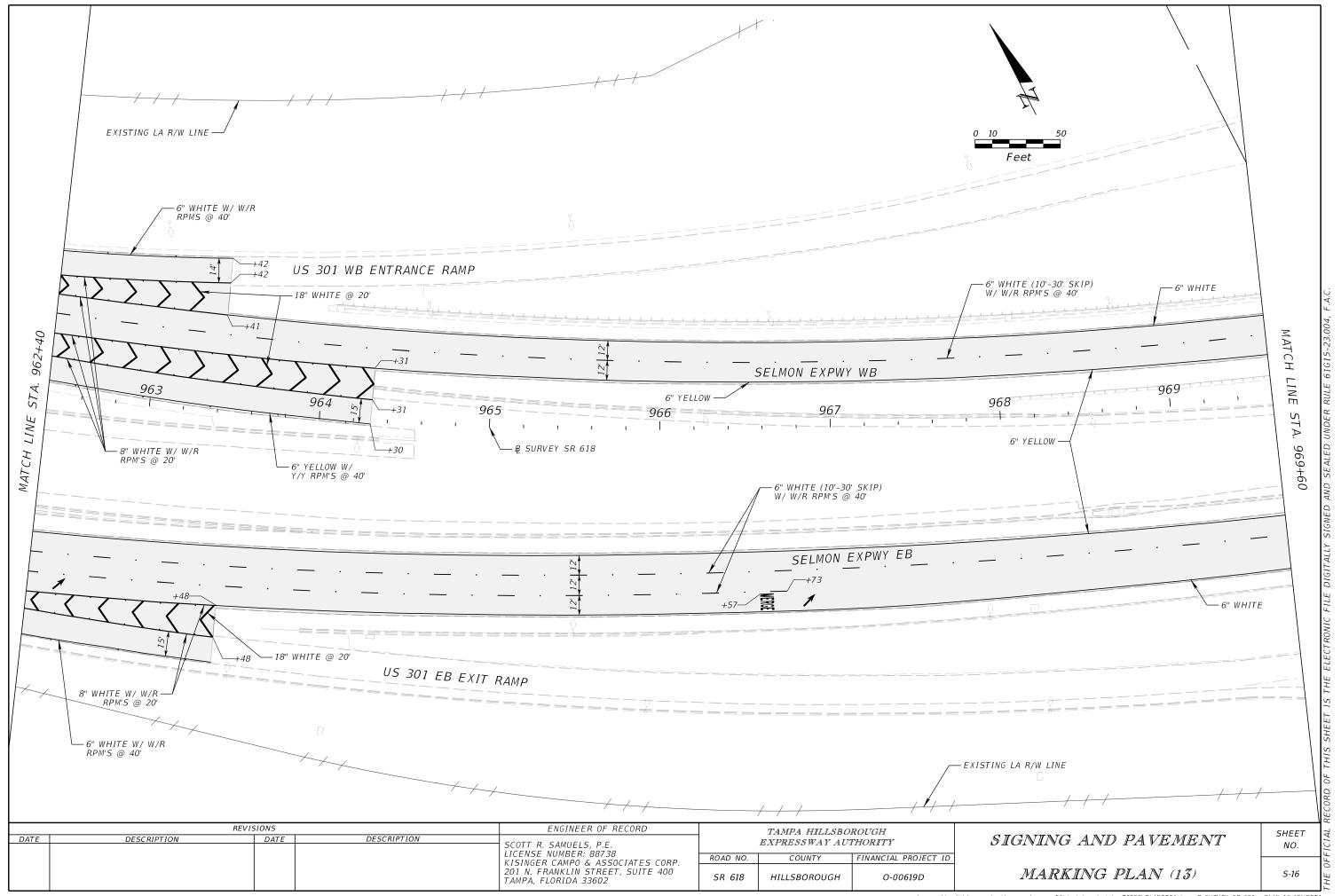


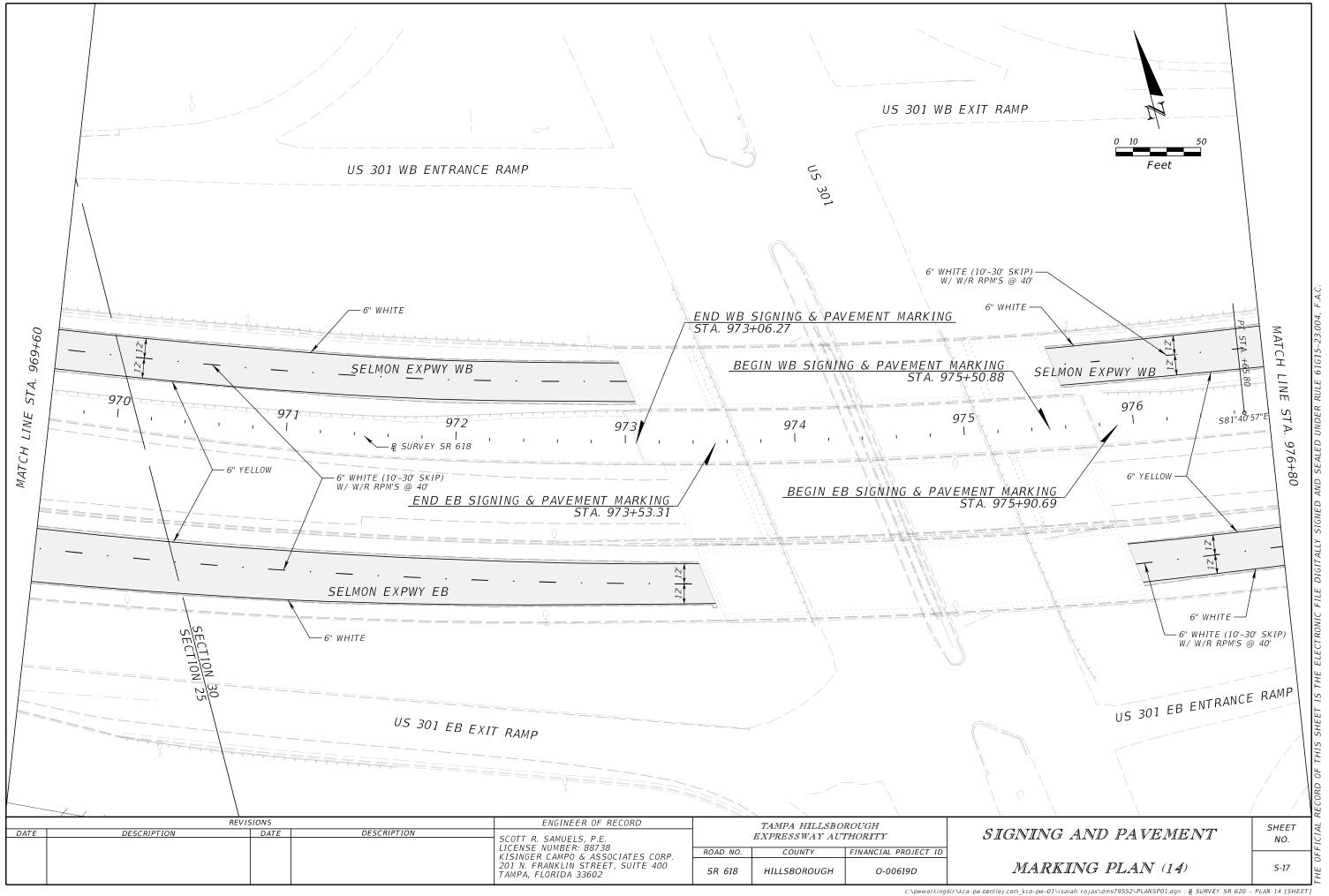


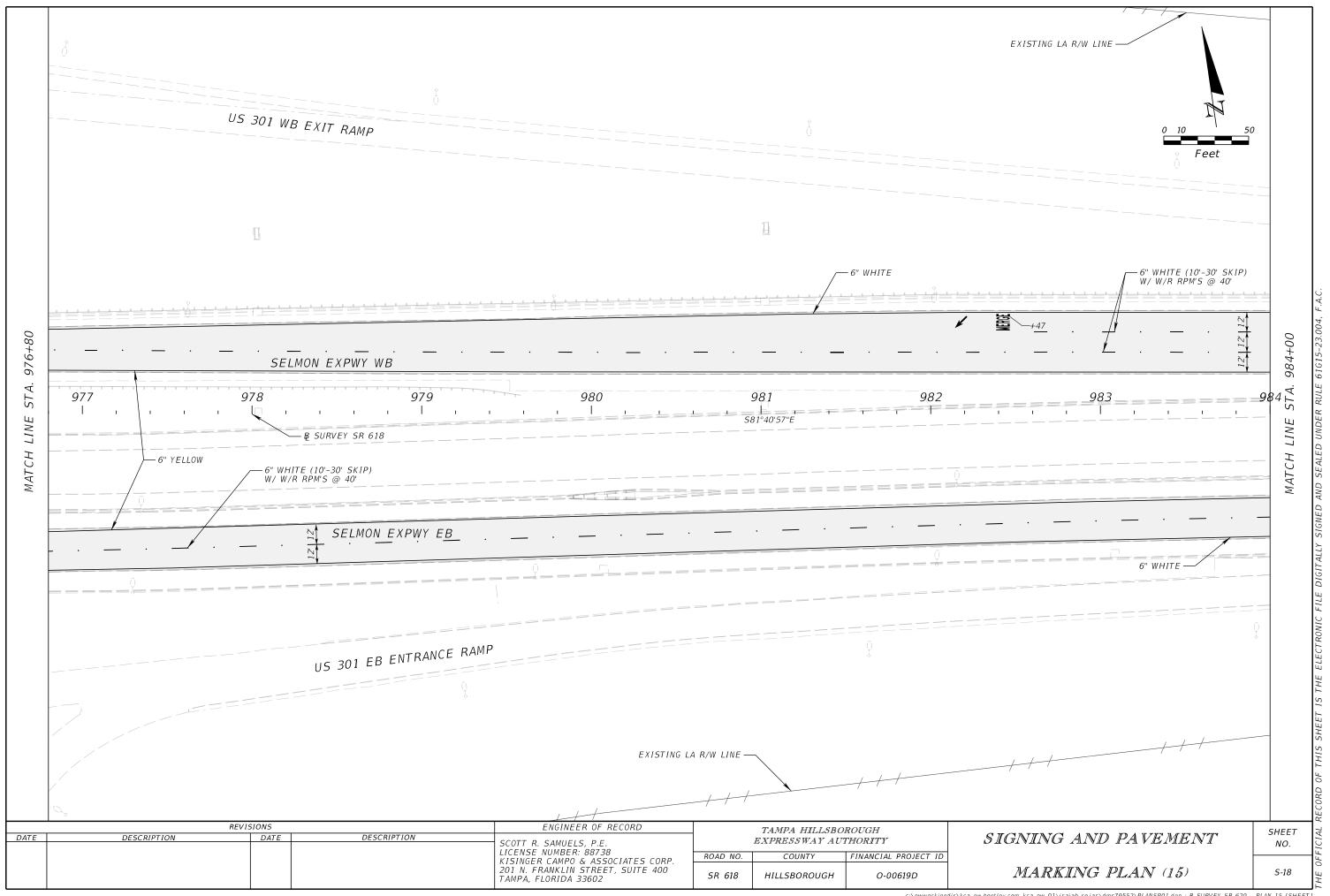


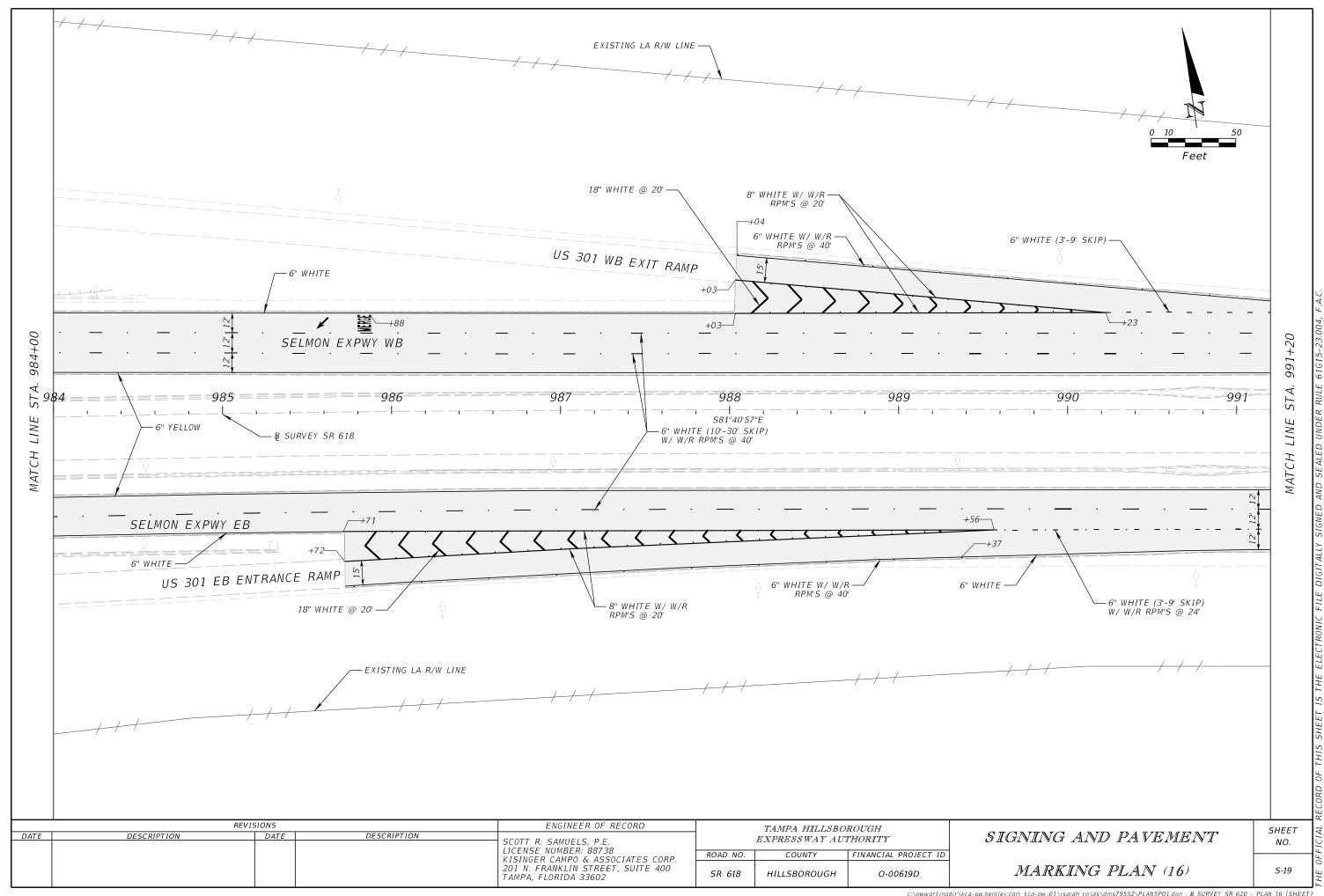


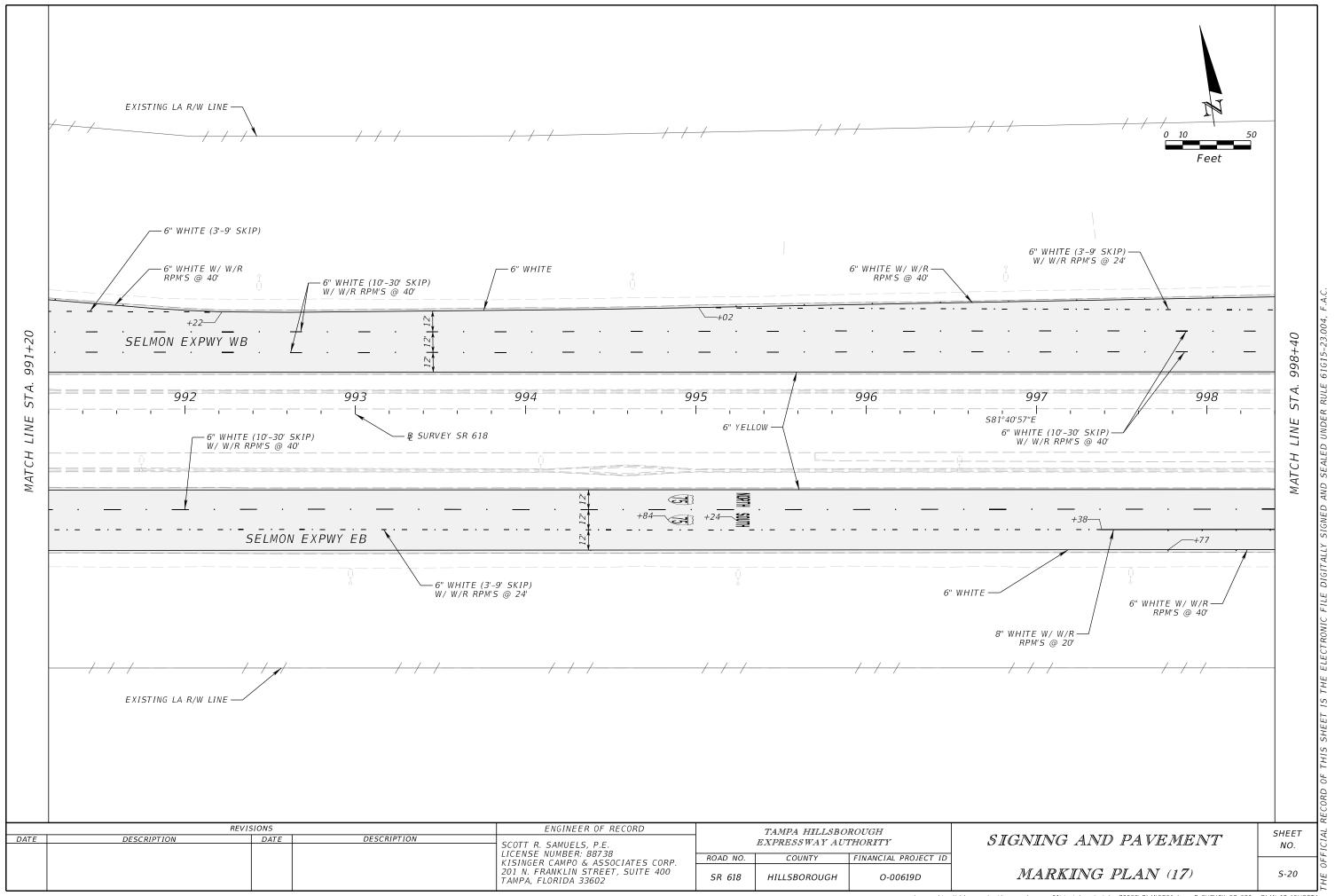


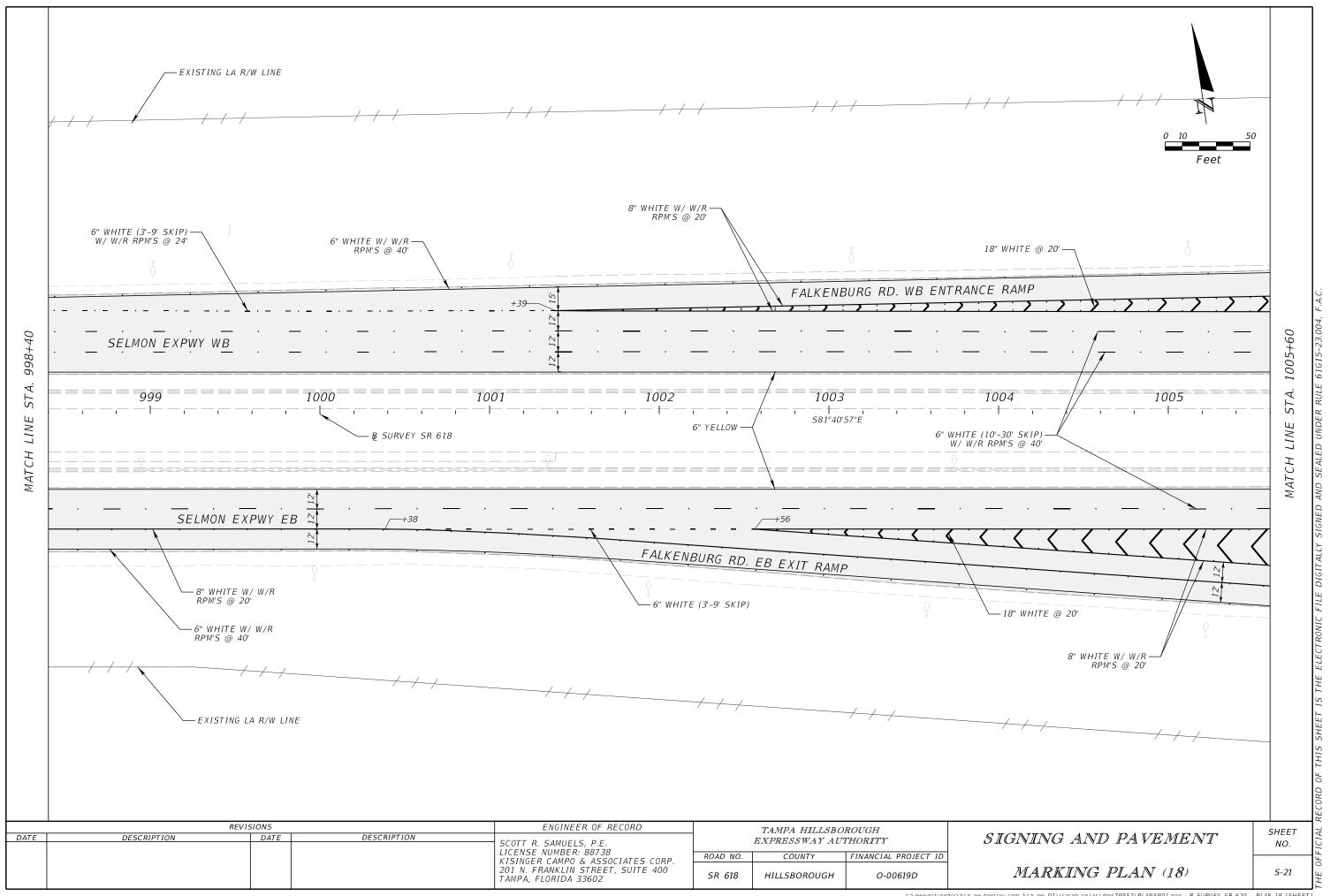


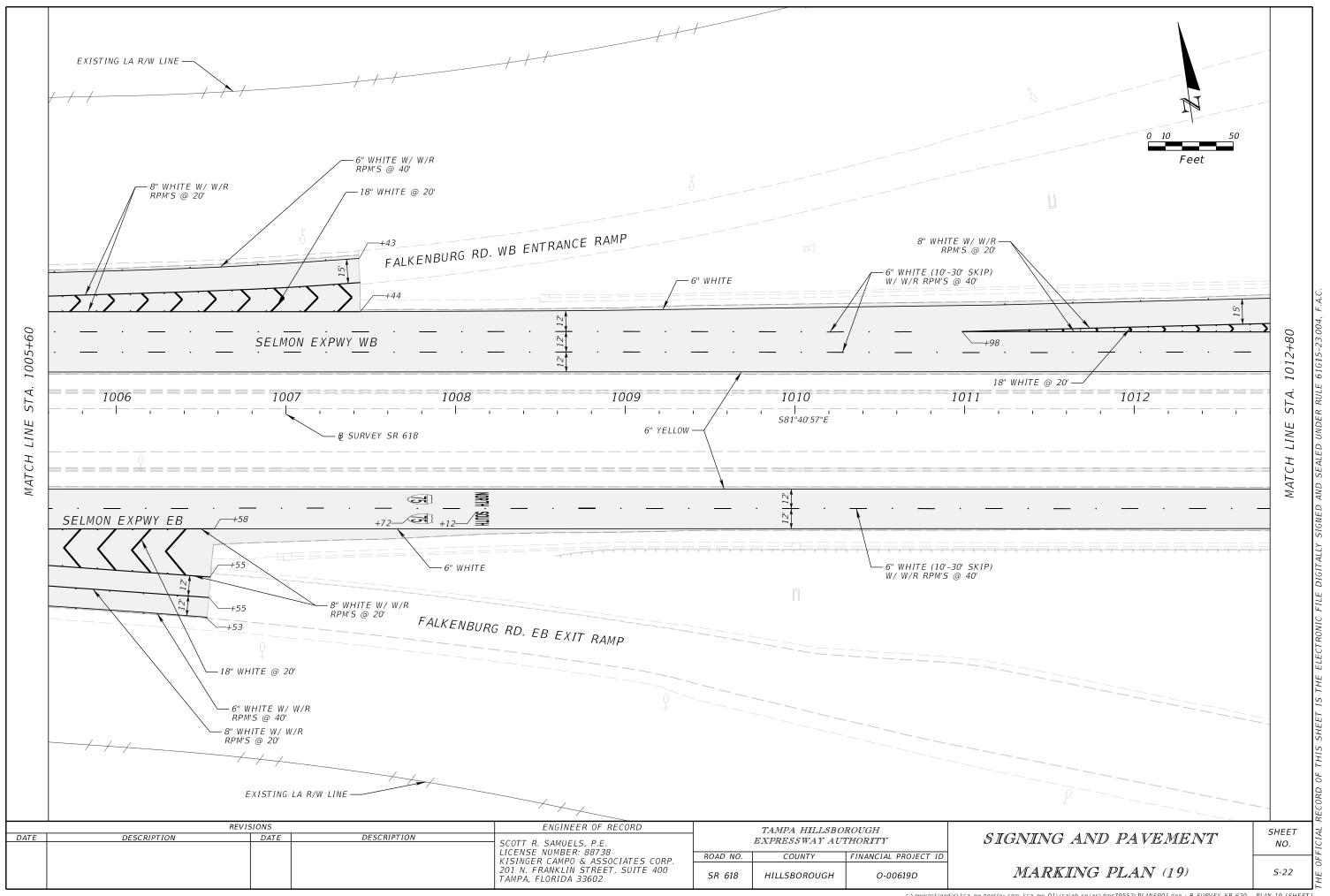


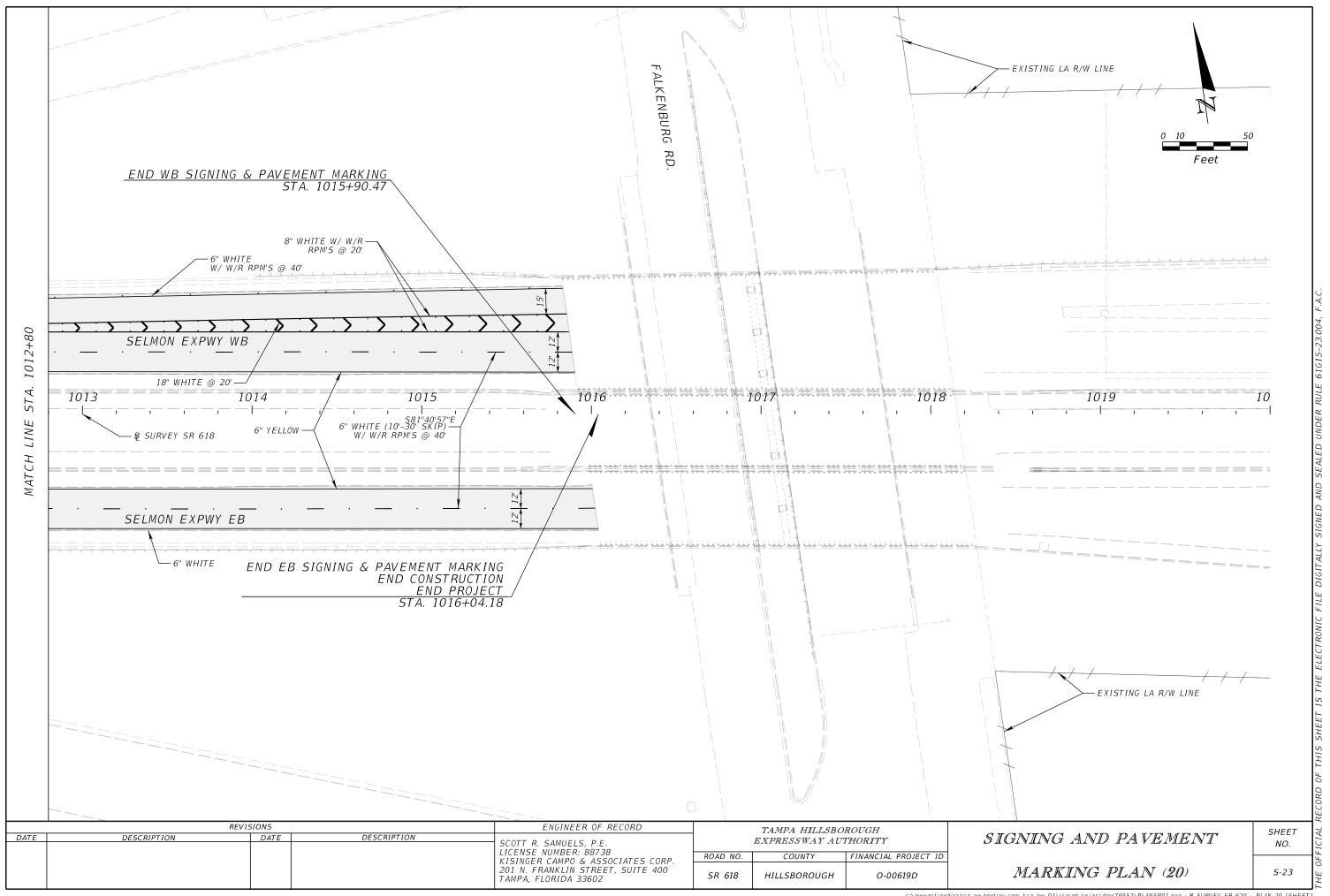












ATTACHMENT 3

July 25, 2024

PREPARED BY: Branan Anderson, P.E.



SPECIFICATIONS PACKAGE THEA PROJECT ID. O-00619D

TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY HILLSBOROUGH COUNTY

The Fiscal Year 2024/2025 Edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

This item has been digitally signed and sealed by <u>Branan Anderson</u>, <u>P.E.</u> Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Date:	July 25, 2024
State of Florida,	
Professional Engineer, License No.:	78438
Firm Name:	Kisinger Campo & Associates
Firm Address:	201. N. Franklin Street, Ste. 400
City, State, Zip Code:	Tampa, FL 33602
Certificate of Authorization Number:	02317
Page(s):	1 - 30

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SPECIAL PROVISIONS

Where the Standard Specifications and this Specifications Package references the "Department", it simultaneously means the Tampa-Hillsborough County Expressway Authority. All references to the "Department" in Section 337, Florida Statutes, in whole or in part, shall hereby be further applied to the Tampa-Hillsborough County Expressway Authority. Authorization reserved in the Standard Specifications for the Director, Office of Construction, shall hereby be exclusively granted to the Tampa-Hillsborough County Expressway Authority's Director of Operations and Engineering, and authorization reserved for the Secretary shall be exclusively granted to the Tampa-Hillsborough County Expressway Authority Executive Director.

DEFINITIONS AND TERMS

ARTICLE 1-3 is deleted and the following substituted:

1-3 Definitions.

The following terms, when used in the Contract Documents, have the meaning described.

Advertisement.

The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as "Invitation to Bid", "Notice to Contractors," or "Notice to Bidders."

Article.

The numbered prime subdivision of a Section of these Specifications.

Authority.

The Tampa-Hillsborough County Expressway Authority, a public agency of the state created and established by the Florida Legislature pursuant to Section 348.52(1), Florida Statutes.

Bidder.

An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge.

A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day.

Every day shown on the calendar, ending and beginning at midnight.

Contract.

The term "Contract" means the entire and integrated agreement between the parties thereunder and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the Authority and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Bond.

The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Claim (Claim).

A written demand submitted to the Authority by the Contractor in compliance with 5-12.3 seeking additional monetary compensation, time, or other adjustments to the Contract, the entitlement or impact of which is disputed by the Authority.

Contract Documents.

The term "Contract Documents" includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, Plans (including revisions thereto issued during construction), Standard Plans, Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and Purchase Orders, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Note: As used in Sections 2 and 3 only, Contract Documents do not include work orders, and supplementary agreements. As used in Section 2 only, Contract Documents also do not include Resolution of Award of Contract, Executed Form of Contract, and Performance and Payment Bond.

Contract Letting.

The date that the Authority opened the bid proposals.

Contract Time.

The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor.

The individual, firm, joint venture, or company contracting with the Authority to perform the work.

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be an Authority-approved Specialty Engineer. For items of the permanent work declared by the Authority to be "major" or "structural", the work performed by an Authority-approved Specialty Engineer must be checked by another Authority-approved Specialty Engineer if the individual Engineer may become an Authority-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Florida Department of Transportation, Florida Administrative Code. Authority-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

Controlling Work Items.

The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

Culverts.

Any structure not classified as a bridge that provides an opening under the roadway.

Delay.

Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department.

State of Florida Department of Transportation (FDOT).

Developmental Specification.

See definition for Specifications.

Earthwork Records System (ERS).

The project-specific system or database employed by the Engineer to catalog and prepare earthwork records on Authority projects.

Engineer.

The Director of Operations and Engineering, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

Engineer of Record.

The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be Authority staff or a consultant retained by the Authority.

The Contractor shall not employ the Engineer of Record as the Contractor's Engineer of Record or as a Specialty Engineer.

Equipment.

The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work.

Any "work" which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the

nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a "delay".

Federal, State, and Local Rules and Regulations.

The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

Highway, Street, or Road.

A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays.

Days designated by the State Legislature or Cabinet as holidays, which include, but are not limited to, New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector.

An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory.

The official testing laboratory used by the Authority.

Materials.

Any substances to be incorporated in the work under the Contract.

Median.

The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans.

The approved Plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal).

The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form.

The official form or the electronically generated bid item sheets on which the Authority requires formal bids to be prepared and submitted for the work.

Proposal Guaranty

The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the Authority accepts the proposal.

Purchase Order.

A written agreement between the Contractor and the Authority, and signed by the surety when required, modifying the Contract within the limitations set forth in these Specifications. Purchase Order simultaneously means Supplemental Agreement and/or Work Order when in reference to the Specifications.

Right-of-Way.

The land that the Authority has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the Authority.

Roadbed.

The portion of the roadway occupied by the subgrade and shoulders.

Roadway.

The portion of a highway within the limits of construction.

Section.

A numbered prime division of these Specifications.

Special Event.

Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, or similar activity designated in the Contract Documents.

Special Provisions.

See definition for Specifications.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the Plans and required to be furnished by the Contractor. The Specialty Engineer may also provide designs and details, repair designs and details, or perform Engineering Analyses for items of the permanent work declared by the Authority to be "minor" or "non-structural".

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

- 1. Registration as a Professional Engineer in the State of Florida.
- 2. The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications.

The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Standard Specifications: "Standard Specifications for Road and Bridge Construction" an electronic book, applicable to all Authority Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

Supplemental Specifications: Approved additions and revisions to the Standard

Specifications, applicable to all Authority Contracts.

Special Provisions: Specific clauses adopted by the Authority that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Plans.

"Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

Standard Specifications.

See definition for Specifications.

State.

State of Florida.

Subarticle.

A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade.

The portion of the roadbed immediately below the base course or pavement, including below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the Plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the Plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure.

All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent.

The Contractor's authorized representative in responsible charge of the work.

Superstructure.

The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Specifications.

See definition for Specifications.

Surety.

The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions.

See definition for Specifications.

THEA.

The Tampa-Hillsborough County Expressway Authority, a public agency of the state created and established by the Florida Legislature pursuant to Section 348.52(1), Florida Statutes.

Traveled Way.

The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

Unilateral Payment.

A payment of money made to the Contractor by the Authority, for sums the Authority determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Authority for payment of any additional sums the Contractor claims are due for the work.

Work.

All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Working Day.

Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders.

Bidders shall prequalify in accordance Section 337-14, Florida Statutes and Rule 14-22, Florida Administrative Code.

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit the following:

- 1. A bid on a contract to provide any goods or services to a public entity.
- 2. A bid on a contract with a public entity for the construction or repair of a public building or public work.
 - 3. Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

2-2 Proposals.

Obtain Proposal Forms under the conditions stipulated in the Advertisement. The Advertisement states the location and description of the work to be performed; the estimate of the various quantities (if applicable); the pay items of work to be performed (if applicable); the Contract Time; the amount of Proposal Guaranty; and the date, time, and place of the opening of proposals.

The Plans, Specifications and other documents designated in the Advertisement are part of the Proposal, whether attached or not. Do not detach any papers bound with or attached to the Proposal.

THEA INTERNET BIDDING.

(7-22)

SUBARTICLE 2-2.2 and 2-2.3 is deleted and the following substituted:

2-2.2 Authority Modifications to Contract Documents: Notification of modifications to any Contract Documents will be posted to the Authority's bid software and the Authority's procurement website and will also be transmitted to the Bidder. The email address provided by the Bidder will be used to transmit notification of modifications. Follow the instructions provided in the notification of modifications to access the amendment files.

The Bidder shall take responsibility for downloading the revised information per the instructions included in the notification of modifications.

2-2.3 Internet Bid Submittals: Unless otherwise indicated in the Advertisement, the Bidder shall use the Authority's bid software to prepare a bid for Internet submittal. The Authority will accept, as the official bid, the set of Proposal Forms generated from the Authority's bid software along with a complete Proposal package, submitted via the Internet in accordance with 2-5 and 2-8. A Digital ID may be required to submit a bid via the Internet. Digital IDs may be obtained as outlined in the Advertisement. The Authority will not be responsible for any communications or machine breakdowns, transmission interruptions, delays, or any other problems that interfere with the receipt of Proposals as required above either at the Bidder's transmitting location, at the Authority's receiving location, or anywhere between these locations. Receipt or non-receipt of Proposals will not be considered grounds for a bid protest. The Authority will not be held responsible if the Bidder cannot complete or submit a bid due to failure or incomplete delivery of the files submitted via the Internet.

2-3 Interpretation of Estimated Quantities.

The Bidder is responsible for the determination of the quantities for those items constructed within the authorized plan limits or dimensions.

The Authority does not assume any responsibility for any incidental information in bid documents that may be construed as a quantity of work and/or materials.

2-4 Examination of Plans, Specifications, Special Provisions, and Site of Work.

Examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated. Investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents.

Direct all questions to the Authority by posting the question to <u>procurement@tampa-xway.com</u>.

Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the January bid opening, will be responded to by the Authority. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Authority will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening. Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly.

When, in the sole judgment of the Authority, responses to questions require Plan revisions, Specification revisions and/or addenda, the Procurement Office will issue them as necessary.

The Bidder's submission of a Proposal is prima facie evidence that the Bidder has made an examination as described in this Article.

2-5 Preparation of Proposals.

2-5.1 General: A proposal is irregular or non-responsive if it does not meet the requirements of the RFP and may be rejected by the Authority.

If the proposal is made by an individual, either in the Bidder's own proper person or under a trade or firm name, the Bidder shall execute the proposal under the Bidder's signature and indicate the firm's bidding office street address. If the Proposal is made by a partnership, execute the Proposal by setting out in full, the names of the partners and the firm name of the partnership, if any, and have two or more of the general partners or authorized person sign the Proposal. Also, indicate the firm's bidding office street address. If the Proposal is made by a corporation, execute the Proposal by setting out in full the corporate name and have the president or other legally authorized corporate officer or agent sign the proposal. Also, affix the corporate seal, and indicate the corporation's bidding office street address. If the Proposal is made by a limited liability company, execute the Proposal by setting out the company name and have the manager or authorized member sign the Proposal. If the Proposal is made by a limited venture, execute the Proposal by setting out the joint venture name and have the authorized parties sign the Proposal.

If the Proposal is made by a joint venture, the individual so empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the Proposal.

The Bidder will be required to identify the EOR, who will be responsible for the engineering design portion on the Contract required in the RFP.

If required by the RFP, establish the number of Calendar Days necessary to complete the work in accordance with the Contract Documents and show this number of Calendar Days in the Proposal. For purposes of this Contract, this number of Calendar Days will serve as the Original Contract Time. For this Contract, the Authority will reject any bid in which

the Bidder submits proposed Contract Time in excess of the Authority's established Maximum Contract Time identified in the RFP.

2-5.2 Declaration of Noncollusion: File with the Authority Form contained in the proposal, which includes an unsworn statement executed by, or on behalf of, the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. The Authority will not consider any bid unless such form is properly completed in accordance with the requirements shown thereon.

2-6 Rejection of Irregular Proposals.

A Proposal is irregular and the Authority may reject such Proposal if the Proposal shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

When the Authority provides for alternate bids in the Proposal Form and the bidder submits non-computer-generated proposal form sheets, make only one entry for each alternate. A Proposal that provides for alternative bids is irregular and the Authority may reject such Proposal if the Bidder makes entries for more than one alternate.

2-7 Guaranty to Accompany Proposals.

The Authority will not consider any Proposal unless accompanied by a Proposal Guaranty of the character and amount indicated in the Advertisement, and unless made payable to the Tampa-Hillsborough County Expressway Authority. Submit the Proposals with the understanding that the successful Bidder shall furnish a Contract Bond pursuant to the requirements of 3-5.

The Bidder's Proposal Guaranty is binding for all projects included in the Contract awarded to the Contractor pursuant to the provisions of this Subarticle.

2-8 Delivery of Proposals.

Submit all price proposals in a sealed envelope, bearing on the outside the name of the Bidder, the Bidder's address, and the Financial Project Number of the project for which the Bidder submitted the bid. For Proposals that are submitted by mail, enclose the Proposal in a sealed envelope, marked as directed above. Enclose the sealed envelope in a second outer envelope addressed to the Authority, at the place designated in the RFP. For a Proposal that is not submitted by mail, deliver the Proposal to the Procurement Office of the Authority, or to the place as designated in the RFP. The Authority will return Proposals received after the time set for opening bids to the bidder unopened.

2-9 Withdrawal or Revision of Proposals. (Bid Proposal Only)

A Bidder may withdraw a Proposal after submission, provided the Authority receives a written request to withdraw the proposal prior to the time set for opening of bids. The resubmission of any Proposal withdrawn under this provision is subject to the provisions of 2-8. Legible facsimile (FAX) price proposal changes will be accepted if received in full at the fax number listed in the Bid Solicitation Notice by the time price proposals are due on the day of the bid opening and provided that all of the following conditions are met:

- 1. The Bidder's name is the same on the faxed Proposal change as shown on the original Proposal.
 - 2. The proposal change includes the following:
 - a. The correct Proposal ID.
- b. The correct bid item number for which the price is being changed and the respective unit price change.
 - c. The correct revised total per item.
 - d. The revised total bid amount.
 - e. The signature of the President or Vice President of the Company.

Faxed price proposal changes failing to meet all of these requirements will not be considered and will not change the original bid.

The Authority will not be responsible for any communications or fax machine breakdowns, transmission interruptions, delays, or any other problems that interfere with the receipt of faxed price Proposal changes as required above either at the Bidder's fax location, at the Authority's fax location, or anywhere between these locations. Receipt or non-receipt of a faxed price Proposal change will not be considered grounds for a bid protest.

2-10 Opening of Proposals. N/A

2-11 Disqualification of Bidders. N/A

2-12 Material, Samples and Statement.

The Authority may require that the Bidder furnish a statement of the origin, composition, and manufacture of any and all materials to be used in the construction of the work, together with samples that may be subjected to the tests provided for in these Specifications to determine the materials' quality and fitness for the work.

AWARD AND EXECUTION OF CONTRACT – PUBLIC RECORDS. (REV 10-17-16) (FA 10-24-16) (FY 2024-25)

ARTICLE 3-9 is expanded by the following:

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

PROCUREMENT@TAMPA-XWAY.COM

Tampa Hillsborough Expressway Authority 1104 E. Twiggs Street, Suite 300 Tampa, FL 33602

SCOPE OF WORK – INTENT OF CONTRACT. (REV 10-25-21) (FA 1-26-22) (FY 2024-25)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of milling and resurfacing the Selmon Expressway from 78th Street to the western bridge limit over Faulkenburg Road as identified within the contract plans. This work includes, but not limited to, removal of the existing friction course and resurfacing new friction course with final pavement markings as identified within the contract plans. Any areas disturbed outside of the resurfacing limits must be restored to the conditions prior to the work performed.

This is a pay item specific Contract. Unless otherwise amended in the RFP, all pay items necessary to deliver this project must be submitted with the bid documents.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, alterations or changes, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such alterations or changes shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered or changed, the same as if it had been a part of the original Contract.

The term "significant change" applies only when the Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction. The allowance due to the Contractor will be in accordance with 4-3.2, below.

In the instance of an alleged "significant change", the determination by the Engineer shall be conclusive and shall not be subject to challenge by the Contractor in any forum, except upon the Contractor establishing by clear and convincing proof that the determination by the Engineer was without any reasonable and good-faith basis.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for Unforeseen Work, grade changes, or alterations in Plans which could not reasonably have been contemplated or foreseen in the Original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Authority will process Proposals expeditiously; however, the Authority is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Authority within the period specified in the Proposal. The Authority is not liable for any

Proposal development cost in the case where the Authority rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such Proposal.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Authority will determine the Contractor's fair share upon the basis of the Proposal as modified. The Authority will compute the net savings by subtracting the revised total cost affected by the Proposal from the total cost as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

CONTROL OF MATERIALS - SOURCE OF SUPPLY - DEPARTMENT'S APPROVED PRODUCT LIST (APL). (REV 10-10-23) (FA 10-18-23) (FY 2024-25)

SUBARTICLE 6-5.2 is deleted and the following substituted:

6-5.2 Source of Supply: Comply with 2 CFR 184 and 2 CFR 200.322, which includes the Buy America Sourcing Preferences of the Build America, Buy America Act (BABA). Domestic compliance for all affected products will be listed on the APL. The list of affected articles, materials, and supplies that have been added to the APL and are not identified in each individual Section can be found at the following URL: https://www.fdot.gov/programmanagement/ProductEvaluation/Default.shtm.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – PRESERVATION OF EXISTING PROPERTY (TOLL FACILITIES). (REV 7-22-14) (FA 10-15-14) (FY 2024-25)

SUBARTICLE 7-11.1 is expanded by the following:

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

signals and illuminators; and all directly associated supporting infrastructure including, but not limited to, cabling, connectors, and specialty bracketing, mounts, poles.

SUBARTICLE 7-11.2 is expanded by the following:

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

SUBARTICLE 7-11.5.3 is expanded by the following:

For this project, no utility work involving facilities owned by other agencies is anticipated.

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

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

SECTION 7 is expanded by the following:

7-27 Equal Employment Opportunity Requirements.

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

7-27.2 Equal Employment Opportunity Officer: Designate and make known to the Authority's contracting officers an equal employment opportunity officer (hereinafter referred to

as the EEO Officer) who must be capable of effectively administering and promoting an active Contractor program employment opportunity and who must be assigned adequate authority and responsibility to do so.

- **7-27.3 Dissemination of Policy:** All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities.
- **7-27.4 Recruitment:** When advertising for employees, include in all advertisements for employees the notation "An Equal Opportunity Employer".
- 7-27.5 Personnel Actions: Establish and administer wages, working conditions, employee benefits, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination without regard to age, race, color, religion, national origin, sex, or disability.

Follow the following procedures:

- 1. Conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- 2. Periodically evaluate the spread of wages paid with each classification to determine any evidence of discriminatory wage practices.
- 3. Periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action must include all affected persons.
- 4. Investigate all complaints of alleged discrimination made in connection with obligations under this Contract, attempt to resolve such complaints, and take appropriate corrective action. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action must include such other persons. Upon completion of each investigation inform every complainant of all of the avenues of appeal.
- **7-27.6 Subcontracting:** Use the best efforts to ensure subcontractor compliance with their equal employment opportunity policy.
- **7-27.7 Records and Reports:** Keep such records as are necessary to determine compliance with the equal employment opportunity obligations. The records kept will be designed to indicate the following:
- 1. The number of minority and nonminority group members employed in each work classification on the project.
- 2. The progress and efforts being made in cooperation with unions to increase minority group employment opportunities (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
- 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority group employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.
- 4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority group representation among their employees as deemed appropriate to comply with their Equal Employment Opportunity Policy.

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

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - TRUCK HAUL ROUTES.

(REV 04-06-00) (1-20)

SECTION 7 is expanded by the following new Article:

7-27 Truck Haul Routes.

Citrus, Hernando, Hillsborough, Pasco, and Pinellas Counties located within District Seven have established Truck Haul Route Ordinances restricting the use of certain roadways for hauling materials, equipment and supplies. Conform to these ordinances.

All state roadways are exempt from these ordinances and may be used for Truck Haul Routes.

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

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

SECTION 7 is expanded by the following new Article:

7-28 Preference to State Residents.

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

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

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

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

SECTION 7 is expanded by the following new Article:

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland

Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – SCRUTINIZED COMPANIES.

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

SECTION 7 is expanded by the following new Article:

7-30 Scrutinized Companies.

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

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

PROSECUTION AND PROGRESS - SUSPENSION OF CONTRACTOR'S OPERATIONS- SPECIAL EVENTS. (REV 10-31-22) (FA 1-3-22) (FY 2024-25)

SUBARTICLE 8-6.4 is expanded by the following:

For this Contract, Special Event days for this project include:

Florida State Fairgrounds, Amphitheater and Tampa Stadium (Raymond James Stadium) with an anticipated crowd of 35,000 or higher; Forum/Ice Palace (Amalie Arena) with an anticipated crowd of 10,000 or higher; Downtown Tampa, Bayshore Boulevard and Ybor City with an anticipated crowd of 10,000 or higher.

PROSECUTION AND PROGRESS – LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK.

(REV 5-2-17) (FA 6-20-17) (1-20)

SUBARTICLE 8-10.1 and 8-10.2 are deleted and the following substituted:

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.1 Highway Code Requirements Pertaining to Liquidated Damages:

Section 337.18, paragraph (2) of the Florida Statutes, requires that the Authority adopt regulations for the determination of default and provides that the Contractor pay liquidated damages to the Authority for any failure of the Contractor to complete the Contract work within the Contract Time. These Code requirements govern, and are herewith made a part of the Contract.

Liquidated damages for this Contract will be a summation of the damages referenced above and projected lost toll revenues due to failure to timely open the project to revenue-producing traffic.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the sum of the daily rate of \$ 2500.00 per Calendar Day for failure to complete the Work within the Contract Time plus the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Cal	endar Day
\$50,000 and under		\$868
Over \$50,000 but less than \$2	50,000	\$882
\$250,000 but less than \$500,0	00	\$1,197
\$500,000 but less than \$2,500	,000	\$1,694
\$2,500,000 but less than \$5,00	00,000	\$2,592
\$5,000,000 but less than \$10,0	000,000	\$3,786
\$10,000,000 but less than \$15	,000,000	\$4,769
\$15,000,000 but less than \$20	,000,000	\$5,855
\$20,000,000 and over	\$9,214 plus 0.0000	05 of any
amount over \$20 million (Rou	and to nearest whole o	lollar)

- **8-10.3 Determination of Number of Days of Default:** For all Contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Engineer will count default days in calendar days.
- **8-10.4** Conditions under which Liquidated Damages are Imposed: If the Contractor or, in case of his default, the surety fails to complete the work within the time stipulated in the Contract, or within such extra time that the Authority may have granted then the Contractor or, in case of his default, the surety shall pay to the Authority, not as a penalty, but as liquidated damages, the amount so due as determined by the Code requirements, as provided in 8-10.2.
- **8-10.5 Right of Collection:** The Authority has the right to apply, as payment on such liquidated damages, any money the Authority owes the Contractor.
- **8-10.6 Allowing Contractor to Finish Work:** The Authority does not waive its right to liquidated damages due under the Contract by allowing the Contractor to continue and to finish the work, or any part of it, after the expiration of the Contract Time.

8-10.7 Completion of Work by Authority: In the case of a default of the Contract and the completion of the work by the Authority, the Contractor and his surety are liable for the liquidated damages under the Contract, but the Authority will not charge liquidated damages for any delay in the final completion of the Authority's performance of the work due to any unreasonable action or delay on the part of the Authority.

8-11 Release of Contractor's Responsibility.

The Authority considers the Contract complete when the Contractor has completed all work and the Authority has accepted the work. The Authority will then release the Contractor from further obligation except as set forth in his bond, and except as provided in 5-13. 8-12 Recovery of Damages Suffered by Third Parties.

In addition to the damages provided for in 8-10.1 and 8-10.2 and pursuant to Section 337.18 of the Florida Statutes, when the Contractor fails to complete the work within the Contract Time, the Authority may recover from the Contractor amounts that the Authority pays for damages suffered by third parties unless the failure to timely complete the work was caused by the Authority's act or omission.

MOBILIZATION (LUMP SUM). (REV 12-13-18) (FA 1-23-19) (1-20)

SECTION 101 is deleted and the following substituted:

SECTION 101 MOBILIZATION

101-1 Description.

Perform preparatory work and operations in mobilizing for beginning work on the project, including, but not limited to, those operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, and sanitary and other facilities.

Include the costs of bonds and any required insurance and any other preconstruction expense necessary for the start of the work, excluding the cost of construction materials.

101-2 Basis of Payment.

- **101-2.1 General:** The work and incidental costs specified as being covered under this Section will be paid for at the lump sum prices for the items of mobilization included in the Schedule of Values.
- **101-2.2 Partial Payments:** When the Notice to Proceed has been issued, partial payments will be made in accordance with the following:

For Contracts of 120 Contract days duration or less, partial payment will be made at 50% of the Mobilization amount shown in the Schedule of Values per month for the first two months until 100% of the Mobilization amount shown in the Schedule of Values is paid. For Contracts in excess of 120 Contract days duration, partial payment will be made at 25% of the Mobilization amount shown in the Schedule of Values per month for the first four months until 100% of the Mobilization amount shown in the Schedule of Values is paid. In no event shall more than 50% of the Mobilization amount shown in the Schedule of Values be paid prior to commencing construction on the project site.

Total partial payments for Mobilization on any project, including when more than one project or job is included in the Contract, will be limited to 10% of the original Contract amount for that project. Any remaining amount will be paid upon completion of all work on the Contract.

Retainage, as specified in 9-5, will be applied to all partial payments.

Partial payments made on this item will in no way act to preclude or limit any of the provisions for partial payments otherwise provided for by the Contract.

MILLING OF EXISTING ASPHALT PAVEMENT - EQUIPMENT. (REV 12-1-93) (7-21)

ARTICLE 327-2 is expanded by the following:

Remove the existing asphalt from bridge decks and approach slabs using a motor grader in lieu of a milling machine.

Ensure that the removal method does not damage the underlying deck and approach slab surfaces or joints.

MILLING OF EXISTING ASPHALT PAVEMENT (REV 12-16-19) (FA 12-30-19) (7-21)

327-3 Construction.

327-3.1 General: Remove the existing raised pavement markers (RPMs) before milling. Include the cost of removing existing RPMs in the price for milling.

When milling to improve rideability or cross slope, remove the existing pavement to the average depth specified in the Plans, in a manner that will restore the pavement surface to a uniform cross-section and longitudinal profile. The Engineer may require the use of a stringline to ensure maintaining the proper alignment.

Establish the longitudinal profile of the milled surface in accordance with the milling plans. Ensure the final cross slope of the milled surface parallels the surface cross slope shown in the Plans or as directed by the Engineer. Establish the cross slope of the milled surface by a second sensing device near the outside edge of the cut or by an automatic cross slope control mechanism. The Plans may waive the requirement of automatic grade or cross slope controls where the situation warrants such action.

Operate the milling machine to minimize the amount of dust being emitted. The Engineer may require prewetting of the pavement.

Provide positive drainage of the milled surface and the adjacent pavement. Perform this operation on the same day as milling. Milling operations are restricted to only that area which can be milled and resurfaced with the first lift of asphalt within the same work operation and prior to opening traffic.

Before opening an area which has been milled to traffic, sweep the pavement and gutters with a power broom or other approved equipment to remove, to the greatest extent practicable, fine material which will create dust under traffic. Sweep in a manner to minimize the potential for creation of a traffic hazard and to minimize air pollution. Do not sweep or allow milled asphalt into inlets.

Sweep the milled surface with a power broom before placing asphalt concrete. In urban and other sensitive areas, use a street sweeper or other equipment capable of removing excess milled materials and controlling dust. Obtain the Engineer's approval of such equipment, contingent upon its demonstrated ability to do the work.

Perform the sweeping operation immediately after the milling operations or as directed by the Engineer.

HOT MIX ASPHALT - GENERAL CONSTRUCTION REQUIREMENTS – SMOOTHNESS INCENTIVE/DISINCENTIVE. (REV 8-17-22) (FA 2-22-18) (FY 2024-25)

SUBARTICLE 330-8.2 is deleted and the following substituted:

330-8.2 Transverse Joints: Place the mixture as continuously as possible to minimize transverse joints. When constructing permanent transverse joints, meet the surface requirements as defined in 330-9.4.3. Construct temporary transverse joints in such a manner to allow traffic to pass over it. When resuming the paving operation, construct a transverse joint by cutting back on the previously placed pavement at a location where the straightedge requirements are met. At the project limits, tie into the adjoining pavement layers as shown in the Plans.

SUBARTICLE 330-9.4 is deleted and the following substituted:

330-9.4 Pavement Smoothness: Construct a smooth pavement meeting the requirements of this Specification.

330-9.4.1 Process Control Testing: Assume full responsibility for controlling all paving operations and processes such that the requirements of these Specifications are met at all times.

330-9.4.2 Laser Acceptance: Acceptance testing for pavement smoothness of the friction course for mainline traffic lanes will be based on the laser profiler using the International Roughness Index (IRI) as defined in ASTM E1926. Areas not suitable for testing with the laser profiler will be QC tested and accepted with the straight edge in accordance with 330-9.4.3.

The pavement smoothness of each lane will be determined by a laser profiler furnished and operated by the Department in accordance with FM 5-549 and a report issued with the IRI reported to whole numbers.

For acceptance testing purposes, the pavement will be divided into LOTs. A LOT is defined as anything less than or equal to 0.1 mile and greater than or equal to 0.01 mile.

330-9.4.2.1 Evaluation Process: As soon as the friction course to be placed is scheduled, notify the Engineer. A minimum of 10 calendar days from notification is needed for the Department to schedule the equipment. Prior to testing and for the full project limits, ensure all lanes are open, free from obstructions, and all debris is removed from roadway.

330-9.4.2.2 Acceptable Pavement: If the initial ride acceptance test shows all project LOTs to be less than or equal to 95 IRI, LOT incentive/disincentive pay will be calculated as described in 330-9.4.2.4.

330-9.4.2.3 Unacceptable Pavement: If any LOT in the project has an IRI greater than 95, the project data will be reprocessed using continuous analysis to define the limits of the unacceptable pavement.

For unacceptable LOTs, the limits of unacceptable pavement are defined as those areas of pavement 50 feet either side of where the continuous plot line exceeds 95 IRI. The limits of unacceptable pavement may extend into neighboring LOTs.

For unacceptable LOTs at either end of the project:

1. If the continuous analysis ends above 95 IRI 0.05 miles

from the end of the project, then the corrective action limits will extend to the end of the project.

2. If the continuous analysis ends at or below 95 IRI

0.05 miles from the end of the project, then the corrective action limits are defined above.

For unacceptable LOTs at breaks in paving such as bridges:

1. If the continuous analysis ends above 95 IRI 0.05 miles from the break in paving, then the corrective action limits will extend from the break in paving to

a point as defined above.

2. If the continuous analysis ends at or below 95 IRI 0.05 miles from the break in paving then the pavement will be left in place with the appropriate disincentive applied.

3. If any LOTS with an IRI greater than 95 are left in place, they will be paid at maximum disincentive

Address all areas of unacceptable pavement in accordance with

330-9.5.

As soon as all corrections are scheduled, notify the Engineer. A minimum of 10 calendar days from notification is needed for the Department to schedule the equipment. Prior to testing and for the full project limits, ensure all lanes are open, free from obstructions, and all debris is removed from roadway.

Repeat this process as necessary until all LOTs have an IRI less than or equal to 95 at which time, incentive/disincentive will be calculated for the project as described in 330-9.4.2.4.

330-9.4.2.4 Calculating Incentive/Disincentive: For all LOTs, pay adjustment incentive/disincentive will be based on the dollar value corresponding to each LOT's IRI shown in Table 330-5

Incentive/disincentive will be determined from the initial test for all LOTs less than or equal to 95 IRI and that were not affected by remove and replace corrections.

Incentive/disincentive for any LOTs affected by remove and replace corrections will be determined from the final acceptance run (once at or below 95 IRI).

LOT incentive / disincentive for a project will be calculated once all project LOTs are less than or equal to 95 IRI as follows:

LOT incentive/disincentive = LOT Pay Adjustment * LOT length (miles)
0.1

Project incentive/disincentive is the sum of the incentives / disincentives of all LOTs in the project. Total project incentive shall not exceed 5% of the FC-12.5 price. Total project disincentive shall not result in payment less than 80% of the FC-12.5 price. The FC-12.5 price is the bid unit price times the pay quantity of FC-12.5 (as determined in accordance with 337-11).

330-9.4.2.5 Project Level Consistency Incentive: If all project LOTs are less than or equal 55 IRI, the project will earn an additional 3% incentive based on the FC-12.5 price. The FC-12.5 price is described in 330-9.4.2.4. The project level consistency incentive is in addition to the project incentive outlined in 330-9.4.2.4.

			330-5		
	T-	Laser Accept	ance Tolerance		
LOT IRI	LOT Pay	LOT IRI	LOT Pay	LOT IRI	LOT Pay
	Adjustment		Adjustment		Adjustment
≤ 30	\$260	56	-\$20	76	-\$420
31	\$240	57	-\$40	77	-\$440
32	\$220	58	-\$60	78	-\$460
33	\$200	59	-\$80	79	-\$480
34	\$180	60	-\$100	80	-\$500
35	\$160	61	-\$120	81	-\$520
36	\$140	62	-\$140	82	-\$540
37	\$120	63	-\$160	83	-\$560
38	\$100	64	-\$180	84	-\$580
39	\$80	65	-\$200	85	-\$600
40	\$60	66	-\$220	86	-\$620
41	\$40	67	-\$240	87	-\$640
42 \$2	\$20	68	-\$260	88	-\$660
		69	-\$280	89	-\$680
43 – 55	Full Pay	70	-\$300	90	-\$700
		71	-\$320	91	-\$720
		72	-\$340	92	-\$740
		73	-\$360	93	-\$760
		74	-\$380	94	-\$780
		75	-\$400	95*	-\$800

330-9.4.3 Straightedge Acceptance: Furnish a 15 foot manual and 15 foot rolling straightedge meeting the requirements of FM 5-509 for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, ramps, acceleration/deceleration lanes, and other areas not suitable for testing with the laser profiler. Perform all straightedge testing in accordance with FM 5-509 in the outside wheel path of each lane. Notify the Engineer of the location and time of straightedge testing a minimum of 48 hours before beginning testing. The Engineer will verify the straightedge testing by observing the QC straightedging operations. Address all deficiencies in excess of 3/16 inch in accordance with 330-9.5.

330-9.4.3.1 Straightedge Exceptions: Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets.

The Engineer may waive straightedge requirements for transverse joints at the beginning and end of the project, at the beginning and end of bridge structures, at manholes, and at utility structures if the deficiencies are caused by factors beyond the control of the Contractor, as determined by the Engineer. In addition, the Engineer may also waive the straightedging requirements on ramps and superelevated sections where the geometrical orientation of the pavement results in an inaccurate measurement with the rolling straightedge.

SUBARTICLE 330-9.5.1 is deleted and the following substituted:

330-9.5.1 Corrections: Correct all areas of unacceptable pavement at no cost to the Department. Retest all corrected areas and ensure the requirements of these Specifications are met. For those areas corrected as a result of 330-9.4, the Department will retest all corrected areas to ensure the requirements of these Specifications are met.

Correct all areas of unacceptable pavement, as well as straightedge deficiencies in the friction course or final surface layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective or unacceptable area for the full width of the paving lane.

As an exception, the Engineer may allow the Contractor to leave these areas in place if it is determined by the Engineer that the deficiency or unacceptable area is not a significant detriment to the pavement quality. For straightedge deficiencies, a reduction to the pay item quantity will be made in accordance with 330-9.5.2. For unacceptable IRI areas, a pay reduction will be made using the formula in 330-9.4.2.4 where LOT length will be calculated as the sum of the lengths of all LOTs with an IRI greater than 95 and LOT pay adjustment will be the maximum disincentive shown in Table 330-5.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE