



INVITATION TO BID (ITB)
Contract #: O-0726

EAST MAINLINE TOLL GANTRY AND CIVIL SITE

ITB Issue Date & Cone of Silence Effective Date: 7/13/26

ITB Response Due Date: 9/11/26

RESPONSIBLE DEPARTMENT

Operations:
PM: Brian McElroy

PROCUREMENT DEPARTMENT

Toni-Catherine Atkinson, Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 695 2411
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 ITS ENTIRETY PRIOR TO SUBMITTING A BID PROPOSAL 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: _____

Attachments and/or References not attached hereto will be supplied upon request and shared via a OneDrive File Share. Please contact the Procurement Office

Exhibits

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

References/Construction Drawings/Specification Attachment(s) -

1. Plans – O-00619D_FINAL_East Selmon Gantry_Roadway Plans_S+S
2. Plans – O-00619D_FINAL_East Selmon Tolling Plans_S+S
3. Specification Package – O-00619D-SPECS_ROADWAY_S+S
4. Specification Package – O-00619D-SPECS_TOLLFACILITIES-AIA
5. Specification Package – O-00619D-SPECS_TOLLFACILITIES-MSP008
6. Specifications Package – O-00619D-SPECS_TOLLFACILITIES-MSP102

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting bids to provide all the permits, labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to perform the East Mainline Toll Gantry and Civil Site Project for the Tampa Hillsborough Expressway Authority's Selmon Expressway along the Eastbound Selmon Expressway. The title of the project is as follows:

- East Mainline Toll Gantry and Civil Site

INSTRUCTIONS TO BIDDERS

1. 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. 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:
 - Public Entity Crimes
 - Drug-Free Workplace
 - Bid Proposal Form
 - Bid Tabulation Sheet
 - Conflict of Interest Form
 - Declaration of Respondent
 - Experience and References
 - Insurance Requirements, Coverage and Limits
 - Bid Bond Form
 - Certification Regarding Scrutinized Companies List
 - Payment and Performance Bond

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.

4. 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 the Insurance Requirements, Coverages, and Limits exhibit either by means of an existing policy or other verifiable proof (such as an agent/broker commitment letter).

5. The Authority requires electronic submission of bids and proposals. One (1) original, combined pdf bid proposal package including the required forms above must be e-mailed to THEA's Procurement Department, clearly labeled, "O-0726 East Mainline Toll Gantry and Civil Site ITB" sent to:

Procurement Office
Procurement@tampa-xway.com

6. THEA shall not be liable for any expenses incurred in the preparation of the bid proposal package.
7. 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.
8. 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.

9. **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.

10. 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:**

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 pre-qualification listed below at the time of submittal are eligible for selection. Contractors must have a current certificate of qualification in accordance with Florida Statute 337.14(1) and Rule Chapter 14-22, Florida Administrative Code, on the date of the letting to bid on construction projects over \$250,000.00.

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
July 13 th , 2026, by 5:00 PM	Advertisement Published	THEA Website & Demandstar
August 7 th , 2026, by 9:00 AM	Deadline for Respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
August 21 st , 2026, by 5:00 PM	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
September 11 th , 2026, by 9:00AM	Deadline for Submitting Bid Proposal Package	Email to Procurement@tampa-xway.com
September 17 th , 2026, 1:00 PM	Public Opening of Bid Proposal Packages	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
September 18 th , 2026, by 5:00 PM	Post Notice of Intended Ranking	THEA Website & Demandstar
September 28 th , 2026, 1:30 PM	Board Approval of Final Ranking & Award of Contract	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
September 29 th , 2026, by 5:00 PM	Posting of Award of Contract	THEA Website & Demandstar

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 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.

EXHIBIT A

SCOPE OF WORK

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting bids to provide all the permits, labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to perform the East Mainline Toll Gantry and Civil Site Project for the Tampa Hillsborough Expressway Authority's Selmon Expressway along Eastbound Selmon Expressway. The title of the project is as follows:

- East Mainline Toll Gantry and Civil Site

II. EXISTING CONDITIONS

- III.** The Selmon Expressway was extended from downtown Tampa to I-75 in the 1980's. The facility is primarily an at-grade suburban four lane divided expressway typical section in the project area. Though this section of the Selmon the elevated Reversible Express Lanes (REL) is located primarily to the north of westbound Selmon. The existing east mainline toll gantry is located to the west of the new gantry.

IV. SCOPE OF WORK

SUMMARY OF WORK

1. DESCRIPTION

- 1.01 This section provides a general summary or overview of the work to be performed. In performing the work, the contract documents shall be adhered to. This project is a bid quantities project.

2. SCOPE OF WORK

- 2.01 The general Scope of Work consists of but is not limited to: Providing all the permits, labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization and maintenance of traffic necessary to construct the new East Mainline Toll Gantry and Civil Site Project.
- 2.01.01 Furnish & install all required gantry structures and toll equipment including conduit (open trench, directional bore and bridge mounted), fiber optic cable, communication cable, pull & splice boxes and junction boxes.
- 2.01.02 Furnish & install electrical wire and power service for all installed equipment. Furnish & install wire and connections to the existing generator systems.

- 2.01.03 Furnish & install the required toll building and architectural components.
- 2.01.04 Widen and reconstruct the eastbound and westbound roadways in the toll gantry area to provide the future 3-lane typical section along with associated curb, guardrail and barrier walls
- 2.01.05 Construct drainage improvements and associated environmental erosion control protection.
- 2.01.06 Provide appropriate temporary traffic control requirements to ensure safe traffic flow during construction.
- 2.01.07 Install required roadway signing and pavement markings.
- 2.01.08 The contractor will be responsible for the proper removal and disposal of any surplus materials.
- 2.01.09 Replace disturbed pavement, sidewalk and grass areas “in-kind” to their pre-construction conditions.
- 2.01.10 The As-Built data shall be entered into an ArcGIS database consistent with the Authority’s existing data format and provided to the Authority.
- 2.02 The Contractor is responsible for all tolls incurred.
- 2.03 Single lane closures along mainline and ramps are permitted between the hours of 9 pm – 5 am. No lane closures will be permitted during downtown special events.
- 2.04 Ramp detours may only be permitted between the hours of 9 pm – 5 am. No two consecutive ramps in the same direction shall be closed within the same work period. No ramp detours will be permitted during downtown special events.
- 2.05 A Maintenance of Traffic (MOT) plan will be required in advance of lane closures for THEA's review and approval. Actual lane closure restrictions will be determined on a case-by-case basis beforehand and may need to be modified for special events, e.g., Tampa Lightning home games, Gasparilla, etc. 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.

3. SUBMITTALS

- 3.01 Submit the following in accordance with shop drawing submittal requirements of the General Provisions.
 - 3.01.01 Shop drawings. Any required shop drawings shall be prepared and submitted to THEA for approval.
 - 3.01.02 Schedule. Prior to beginning work, the Contractor shall prepare and submit to THEA for approval a schedule showing proposed dates for the project.

4. CONTRACT DRAWINGS

- 4.01 Construction drawings and specifications have been prepared for this project.

- 4.01.01 Construction Drawings
 - East Mainline Toll Gantry Roadway Plans THEA Project ID HI-0326-C2026
 - East Mainline Toll Gantry Toll Facilities Plans THEA Project ID HI-0326-C2026
- 4.01.02 Specifications
 - East Mainline Toll Gantry Roadway Specifications THEA Project ID HI-0326-C2026
 - East Mainline Toll Gantry Tolling Technical Special Provisions THEA Project ID HI-0326-C2026
- 4.01.03 Pay Item Bid Form
 - East Mainline Toll Gantry and Civil Site THEA Project ID HI-0326-C2026

5. PRODUCTS

- 5.01 All products used for this project shall adhere to the requirements set forth in this document. Shop drawings shall be submitted for approval by the Engineer of Record and THEA.

6. EXECUTION

6.01 Work Sequence

- 6.01.01 For this contract, a period of 30 calendar days will be allowed after the Notice to Proceed is issued. This period allows time for the Contractor to adjust work forces, equipment, schedules, and the procurement of materials, to proceed in a manner to minimize disruption to the public. Charging of Contract Time will begin when this time period ends or on the actual day that work begins at the site, whichever is the earlier.
- 6.01.02 330 calendar days of Contract Time are allowed for completion of the work, commencing after the period indicated in Section 5.02.01. The charging of contract time will continue, uninterrupted, until Final Acceptance of the work. No other charges shall be paid for before the Contract Time commences.

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 Construction Project Manager (TBD). 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 Construction Project Manager 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.
- 6.02.05 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.

7. MEASUREMENT AND PAYMENT

- 7.01 The Contractor shall be paid actual quantities as approved by the CEI and THEA prior to any invoicing.
- 7.02 The Contractor shall submit within 15 calendar days of NTP a project schedule. The project schedule shall be approved by the Authority. The project schedule shall be updated to reflect the actual start date of Contract Time in accordance with Section 5.02.02.

EXHIBIT B

Bid Proposal Form

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

Date: _____

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
(THEA)

Attention: Procurement Department
Toni-Catherine Atkinson, Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, FL 33602

Subject: _____

Dear THEA:

Having carefully examined the Instructions to Bidders, Supplementary Instructions to Bidders, General Provisions, Supplementary General Provisions, Special Provisions and Technical Specifications, Plans or Drawings (if issued), of the above subject project and contract, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish all labor and materials called for by them and equipment necessary and to accomplish the entire work within the time period indicated in accordance with the said documents for the prices presented in the price schedules included on the attached BID TABULATION SHEET.

The undersigned acknowledges that they understand the following conditions that within the price schedules amounts indicated with brackets around the amounts are considered to be deductions or credits to the overall project cost. Calculations of price schedule extensions and price totals shall appropriately account for individual deductive and additive pay items.

BID PRICE: \$ _____

WRITTEN AMOUNT:

_____ **DOLLARS AND** _____ **CENTS**

The undersigned firm agrees to keep this offer open for acceptance for One Hundred Twenty (120) days after date of opening the bid proposal package.

The signer of this bid proposal package hereby declares that the only person, persons, company or parties interested in this bid proposal package as principals are named herein, that this bid proposal package is made without connection with any other person, persons, company or parties submitting a proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

Name of Respondent

Authorized Signature

Date

EXHIBIT C

 BID TABULATION TEMPLATE				COMPANY NAME			
				PROJECT NAME			
				PROJECT NUMBER			
				BID DATE			
BID QUANTITIES							
REF #	BID ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	BID AMOUNT (\$)	
1	101 - 1	MOBILIZATION	1	LS		\$ -	
2	102 -1	MAINTENANCE OF TRAFFIC	1	LS		\$ -	
3	0102 71 16	TEMPORARY BARRIER, F&I, FREE STAND	2,368	LF		\$ -	
4	0104 10 3	SEDIMENT BARRIER	4,345	LF		\$ -	
5	0104 11	FLOATING TURBIDITY BARRIER	69	LF		\$ -	
6	0104 15	SOIL TRACKING PREVENTION DEVICE	2	EA		\$ -	
7	0104 18	INLET PROTECTION SYSTEM	5	EA		\$ -	
8	0107 1	LITTER REMOVAL	11.22	AC		\$ -	
9	0107 2	MOWING	7.90	AC		\$ -	
10	0110 1 1	CLEARING & GRUBBING	4.70	AC		\$ -	
11	0110 4 10	REMOVAL OF EXIST CONC	378	SY		\$ -	
12	0120 1	REGULAR EXCAVATION	1,618.5	CY		\$ -	
13	0120 6	EMBANKMENT	4,455.4	CY		\$ -	
14	0121 70	FLOWABLE FILL	78.1	CY		\$ -	
15	0160 4	TYPE B STABILIZATION	7,807	SY		\$ -	
16	0285705	OPTIONAL BASE,BASE GROUP 05	3,262	SY		\$ -	
17	0285711	OPTIONAL BASE,BASE GROUP 11	2,841	SY		\$ -	
18	0327 70 6	MILLING EXIST ASPH PAVT,1 1/2" AVG DEPTH	3,293	SY		\$ -	
19	0327 70 11	MILLING EXIST ASPH PAVT,2 1/4" AVG DEPTH	9,605	SY		\$ -	



BID TABULATION TEMPLATE

COMPANY NAME

PROJECT NAME

PROJECT NUMBER

BID DATE

BID QUANTITIES

REF #	BID ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	BID AMOUNT (\$)
20	0334 1 12	SUPERPAVE ASPHALTIC CONC, TRAFFIC B	723.8	TN		\$ -
21	0334 1 13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C	681.2	TN		\$ -
22	0334 1 15	SUPERPAVE ASPHALTIC CONC, TRAFFIC E	1,344.5	TN		\$ -
23	0334 1 55	SUPERPAVE ASPH CONC, TRAF E, PG 76-22	1,120.5	TN		\$ -
24	0337 7 25	ASPH CONC FC, INC BIT, FC-5, PG 76-22	516.1	TN		\$ -
25	0337 7 88	ASPH CONC FC, TRAFFIC E, FC-12.5, PG 76-22	99.1	TN		\$ -
26	0339 1	MISCELLANEOUS ASPHALT PAVEMENT	134.4	TN		\$ -
27	0400 45 5	REINFORCED CONCRETE TOLL SITE EQUIPMENT SLAB, 12" THICK	29	SY		\$ -
28	0425 1541	INLETS, DT BOT, TYPE D, <10'	1	EA		\$ -
29	0425 1921	INLETS, ADJACENT BARRIER, <=10'	5	EA		\$ -
30	0430175115	PIPE CULV, OPT MATL, ROUND, 15"S/CD	8	LF		\$ -
31	0430175118	PIPE CULV, OPT MATL, ROUND, 18"S/CD	80	LF		\$ -
32	0430175218	PIPE CULV, OPT MATL, OTHER, 18"S/CD	4	LF		\$ -
33	0430185118	PIPE CULV, OPT MATL, ROUND, JACK&BORE, 18"	186	LF		\$ -
34	0430982125	MITERED END SECT, OPTIONAL RD, 18" CD	1	EA		\$ -
35	0519 78	BOLLARDS	31	EA		\$ -
36	0520 2 10	CONCRETE CURB, TOLL HEADER CURB	401	LF		\$ -
37	0521 1 11	MEDIAN CONC BARRIER, 38" HEIGHT	61	LF		\$ -
38	0521 72 40	SHLDR CONC BARRIER, 38" OR 44" HEIGHT	937	LF		\$ -



BID TABULATION TEMPLATE

COMPANY NAME
PROJECT NAME
PROJECT NUMBER
BID DATE

BID QUANTITIES

REF #	BID ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	BID AMOUNT (\$)
39	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6"	319	SY		\$ -
40	0524 2 2	CONC SLOPE PAVT, NR, 4"	635	SY		\$ -
41	0536 1 1	GUARDRAIL- ROADWAY, GEN TL-3	1,589	LF		\$ -
42	0536 5 1	RUB RAIL FOR GUARDRAIL, SINGLE SIDED RUB	987	LF		\$ -
43	0536 8112	GUARDRAIL CONN TO RIGID BA, F&I, N APPR 3	3	EA		\$ -
44	0536 8113	GUARDRAIL TRANS CONN TO RIGID BA, F&I, TR	2	EA		\$ -
45	0536 73	GUARDRAIL REMOVAL	1,296	LF		\$ -
46	0536 85 20	GUARDRAIL END TREAT- TRAILING ANCHORAGE	3	EA		\$ -
47	0536 85 24	GUARDRAIL END TREATMENT- PARA APP TERM	4	EA		\$ -
48	0542 70	BUMPER GUARDS, CONCRETE	2	EA		\$ -
49	0544 3 1	CRASH CUSHION, TL-3, NARROW	1	EA		\$ -
50	0546 72 1	GROUND-IN RUMBLE STRIPS, 16"	0.895	GM		\$ -
51	0570 1 2	PERFORMANCE TURF, SOD	33,310	SY		\$ -
52	0571 1 11	PLASTIC EROSION MAT, TRM, TYPE 1	1,136	SY		\$ -
53	0630 2 11	CONDUIT, F& I, OPEN TRENCH	357	LF		\$ -
54	0630 2 12	CONDUIT, F& I, DIRECTIONAL BORE	226	LF		\$ -
55	0635 2 30	PULL & SPLICE BOX, INSTALL	1	EA		\$ -
56	0635 5 11	TOLL SITE PULL BOX, F&I, 12 x 12 x 12	2	EA		\$ -
57	0635 5 12	TOLL SITE PULL BOX, F&I, 24 x 36 x 24	2	EA		\$ -



BID TABULATION TEMPLATE

COMPANY NAME

PROJECT NAME

PROJECT NUMBER

BID DATE

BID QUANTITIES

REF #	BID ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (\$)	BID AMOUNT (\$)
58	0635 5 13	TOLL SITE PULL BOX, F&I, 30 x 48 x 24	32	EA		\$ -
59	0639 5 32	EMERGENCY GENERATOR-PERMANENT 76-100 KW	1	EA		\$ -
60	0639 7122	ELECTRICAL POWER SERVICE, TOLL SITE ELECTRIC METERING AND UTILITY SERVICE ENTRANCE	1	EA		\$ -
61	0700 1 112	SINGLE COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 12.0-20.0 SF	4	AS		\$ -
62	0700 2 116	MULTI-COLUMN GROUND SIGN ASSEMBLY, F&I GROUND MOUNT, 100.1-200.0 SF	4	AS		\$ -
63	0700 2 600	MULTI-COLUMN GROUND SIGN ASSEMBLY, REMOVE	2	EA		\$ -
64	0705 11 1	DELINEATOR, FLEXIBLE TUBULAR	31	EA		\$ -
65	0706 1 3	RAISED PAVMT MARK, TYPE B	79	EA		\$ -
66	0711 11124	THERMOPLASTIC, STD, WHITE, SOLID, 18"	784	LF		\$ -
67	0711 11160	THERMOPLASTIC, STD, WHITE, MESSAGE	48	EA		\$ -
68	0711 16101	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	0.670	GM		\$ -
69	0711 16102	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 8"	0.474	GM		\$ -
70	0711 16131	THERMOPLASTIC, STD-OTH, WHITE, SKIP, 6"	0.459	GM		\$ -
71	0711 16201	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	0.591	GM		\$ -
72	0735 1125	TOLL GANTRY, NON-ACCESSIBLE, FURNISH AND INSTALL, SPAN, 51' TO 100'	2	EA		\$ -
73	0735 74	TOLL PLAZA, SINGLE LOCATION	1	LS		\$ -
TOTAL BID AMOUNT						\$ -

EXHIBIT D

Experience and References

<u>EXPERIENCE AND REFERENCES</u>				
	<u>Experience</u>	<u>Total Dollar Vaue</u>	<u>Number of Contracts</u>	<u>Number of Government Contracts</u>
1	State the total work volume and value that your organization has been responsible for in the past five (5) years in:			
2	List the dollar volume and number of government projects you have completed in the past five (5) years:			
3	Provide the following information on at least three (3) projects that Bidder 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

Project Title:

-

a.	Date Project Completed:	
b.	Project Name:	
c.	Total Project Cost:	
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 Email:	
k.	Reference's Telephone:	
l.	List any other special criteria i.e specialized repair or equipment, etc. worked:	
m.	Describe your specific scope of work:	
n.	Specific scope of work cost:	
o.	Your Participation was: circle one	Prime / Sub

p.	Penalties imposed? (Yes or No; if Yes, explain):	
q.	Any liens, claims, or lawsuits? (Yes or No; if Yes, explain):	
r.	Any other pertinent information?	

EXPERIENCE AND REFERENCES

Project Title:

-

a.	Date Project Completed:	
b.	Project Name:	
c.	Total Project Cost:	
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 Email:	
k.	Reference's Telephone:	
l.	List any other special criteria i.e specialized repair or equipment, etc. worked:	
m.	Describe your specific scope of work:	
n.	Specific scope of work cost:	
o.	Your Participation was: circle one	Prime / Sub

p.	Penalties imposed? (Yes or No; if Yes, explain):	
q.	Any liens, claims, or lawsuits? (Yes or No; if Yes, explain):	
r.	Any other pertinent information?	

EXPERIENCE AND REFERENCES

Project Title:

a.	Date Project Completed:	
b.	Project Name:	
c.	Total Project Cost:	
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 Email:	
k.	Reference's Telephone:	
l.	List any other special criteria i.e specialized repair or equipment, etc. worked:	
m.	Describe your specific scope of work:	
n.	Specific scope of work cost:	
o.	Your Participation was: circle one	Prime / Sub

p.	Penalties imposed? (Yes or No; if Yes, explain):	
q.	Any liens, claims, or lawsuits? (Yes or No; if Yes, explain):	
r.	Any other pertinent information?	

EXHIBIT E

Declaration of Respondent

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

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

The below named respondent affirms and declares:

- (1) That the respondent has contractual capacity and that no other person, respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.
- (6) That by submitting a proposal, the respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of services, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, respondent accepts and acknowledges that respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the respondent.

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

ATTEST:

(Witness Signature)

(Witness Signature)

(Printed Name of Witness)

RESPONDENT:

Respondent Name

By: . (Printed Name of Witness)
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

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

STATE OF _____

COUNTY OF _____

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

_____. (Name of
Individual Signing)

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

EXHIBIT F

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

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

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

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in a Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or 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.

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

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

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

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

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

[signature]

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

Personally known _____ OR Produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of Identification)

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

EXHIBIT G

Drug-Free Workplace Form

The undersigned firm, in accordance with Florida Statute 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 if 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 person authorized to sign this statement, I certify that this firm complies with the above requirements.

Firm's Signature

Date

EXHIBIT H

Conflict of Interest Statement

Check one of the boxes below:

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

OR

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

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

EXHIBIT I

Insurance Requirements, Coverage 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:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, 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 the 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 the 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 the agreement.
- 9) INSURED authorizes THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA’S request, INSURED shall provide copies of the policies at no cost to THEA, subject to redaction by the INSURED of any proprietary information.
- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by THEA; and any THEA insurance or coverages shall not be contributory to INSURED’S insurance requirements in the agreement.
- 11) The insurance coverages and limits required of the INSURED under the 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 the agreement, except for the application of the Aggregate Limits Provisions.

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

Tampa-Hillsborough County Expressway Authority, (THEA)
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 the agreement.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the AGREEMENT, THEA may terminate or suspend the 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 the AGREEMENT.
- 15) INSURED shall fully comply with the insurance requirements of the 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 the AGREEMENT.

B. INSURANCE COVERAGES and LIMITS:

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

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

Workers' Compensation

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 the agreement.

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

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

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

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

If required, 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 the 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

EXHIBIT J

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Here In after called the "Principal") and _____

(Hereinafter called the "Surety"), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____

and authorized to do business in the State of Florida are held firmly bound unto the Tampa-Hillsborough County Expressway Authority, in the full and just sum of

_____ Dollars (\$ _____), equal to 10% of the bid amount, good and lawful money of the United States of America, to be paid upon demand of the Tampa-Hillsborough County Expressway Authority, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Tampa-Hillsborough County Expressway Authority, a proposal for the _____

WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified check or cashier's check otherwise required to accompany this Proposal.

"NOW, THEREFORE: The conditions of this obligation are such that if the Proposal is accepted, the Principal shall, within ten (10) days after the date of receipt of a written notice of Award of Contract, execute a contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein in the form and manner required by the Tampa-Hillsborough County Expressway Authority and execute a sufficient and satisfactory Public Construction Bond, payable to the Tampa-Hillsborough County Expressway Authority and deliver documents which are condition to commencing the work... ". then this obligation to be void; otherwise to be and remain in full force and virtue in law; and the Surety shall, upon failure within the time specified above, immediately pay to the aforesaid Expressway Authority upon Demand the amount thereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and Sealed this day of 20____.

Principal

(Seal)

BY: _____

Surety

(Seal)

BY: _____

Countersigned

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY

RE: REQUEST FOR PROPOSALS NO. _____; PROJECT: _____

BIDDER: Name: _____
Address: _____
Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER

Name: _____
Address: _____
Telephone: _____

Before me, the undersigned authority, personally appeared, _____ on this _____ day
of _____, 20____ who hereby certifies that, in accordance with
Section 287.0935, Florida Statutes, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is Issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304-9308 of Title 31 of the United States Code.

Signature of Officer of Surety InsureSTATE

OF: _____

COUNTY OF: _____

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this

_____ day of _____, 20____ by who is personally known to me or _____ has
produced _____ as identification and did take an oath.

(Notary, check appropriate blank; and if obtaining identification, fill in appropriate identification number.)

Notary Public

(Printed Name of Notary)

My Commission Expires:

Serial Number, if any)

EXHIBIT K

Payment and Performance Bond

For Clerk of the Court Recording Purposes

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

PERFORMANCE BOND

BY THIS BOND, We, _____, a _____
corporation, as **Principal**, and _____, a _____
corporation, as **Surety**, located at _____ are bound to the **TAMPA
HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of
\$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and
assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated _____, 20____ between Principal and Owner for construction of the _____ at the Tampa-Hillsborough County Expressway Authority, Request for Proposals (RFP) Contract No. ____, at the times and in the manner prescribed in the contract, the contract being made a part of this bond by reference, and
2. Pays Owner all loss, damages including delay damages, including but not limited to liquidated damages, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract for construction and any applicable warranty period, then this bond is void; otherwise it remains in full force.

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: _____

Title: _____

Address: _____

Address: _____

Telephone No. _ Fax No.

Telephone No. _____

Fax No. _____

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and "Power of Attorney" from Surety)

STATE OF _____ :

:

COUNTY OF _____ :

:

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20____ by _____, who __ is personally known to me or __ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

This form complies with

Section 255.05, Florida Statutes

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: _____

PROPOSER:

Name: _____

Address: _____

Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER:

Name: _____

Address: _____

Telephone: _____

Before me, the undersigned authority, personally appeared, _____ on this _____ day of _____ 20____ who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF _____ :

COUNTY OF _____ :

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20____ by _____, who _____ is personally known to me or _____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

This form complies with

Section 255.05, Florida Statute

**For Clerk of the Court Recording
Purposes**

Return to: Contracts Manager Tampa
Hillsborough Expressway Authority

1104 East Twiggs St., Suite 300

Tampa, FL 33602

PAYMENT BOND

BY THIS BOND, We, _____, a _____
corporation, as **Principal**, and _____, a _____
corporation, as **Surety**, located at _____ are bound to the **TAMPA
HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, herein called **Owner**, in the sum of
\$_____, for payment of which we bind ourselves, our heirs, personal representatives,
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 _____, 20 _____ between
Principal and Owner for construction of _____ (RFP No.
_____), the Contract being made a part of this bond by reference; and
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.

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.

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: _____

Title: _____

Address: _____

Address: _____

Telephone No. _ Fax No.

Telephone No. _____

Fax No. _____

(Attach "Certificate & Affidavit Form Surety Bond Insurer" and "Power of Attorney" from Surety)

STATE OF _____ :

:

COUNTY OF _____ :

:

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20_____ by _____, who _____ is personally known to me or _____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

This form complies with

Section 255.05, Florida Statutes

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

RE: _____

PROPOSER:

Name: _____

Address: _____

Telephone: _____

AMOUNT OF BOND: _____

SURETY BOND INSURER:

Name: _____

Address: _____

Telephone: _____

Before me, the undersigned authority, personally appeared, _____ on this _____ day of _____, 20____, who hereby certifies that, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and,
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304 to 9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF _____:

COUNTY OF _____:

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 20____ by _____, who _____ is personally known to me or _____ has produced _____ as identification and did not take an oath. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

My Commission Expires:

Notary Public

(Printed Name of Notary)

(Serial Number, if any)

This form complies with

Section 255.05, Florida Statutes

EXHIBIT L

Certification Regarding Scrutinized Companies Lists

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

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.

Firm: _____

Firm FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the “Firm”.

I hereby certify and affirm that the company listed above as the “Firm” 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. I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney’s fees and/or costs.

Firm:

By: _____
(Authorized Signature)

(Printed Name of Signer) (Title of Signer)

(Date Signed)