

March 9, 2020
PREPARED BY: Jordan E. Leep, P.E.
Steven Hartl



SPECIFICATIONS PACKAGE
THEA PROJECT ID: O-01217

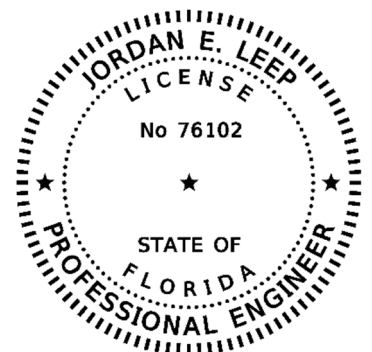
TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY
HILLSBOROUGH COUNTY

The January 2020 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 Jordan E. Leep, P.E. 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.

Date: March 9, 2020
State of Florida,
Professional Engineer, License No.: 76102
Firm Name: Kimley-Horn & Associates, Inc.
Firm Address: 1777 Main Street, Suite 200
City, State, Zip Code: Sarasota, FL 34236
Certificate of Authorization Number: 696
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SPECIAL PROVISIONS

**PROPOSAL REQUIREMENTS AND CONDITIONS - EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK.
(REV 11-3-15) (FA 1-27-16) (1-20)**

ARTICLE 2-4 is deleted and the following substituted:

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 Man Le at man.le@tampa-xway.com. Questions posted to Man Le before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the 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 Contracts Office will issue them as necessary.

The Authority does not guarantee the details pertaining to borings, as shown in the Plans, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated. The Bidder shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid solely on their own opinion of the conditions likely to be encountered.

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

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

ARTICLE 3-9 is expanded by the following:

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

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

SCOPE OF WORK – INTENT OF CONTRACT.

(REV 8-19-09) (FA 8-24-09) (1-20)

ARTICLE 4-1 is expanded by the following:

The Improvements under this Contract consist of replacing existing pier up-lighting and other associated structure lighting on the Selmon Reversible Express Lanes (REL) from the Traffic Management Center at 1104 Twiggs St., Tampa FL to 78th St. in Tampa FL. The proposed system is remotely controllable from the THEA Traffic Management Center and utilizes outdoor rated wiring and luminaires mounted on custom fabricated metal structures.

The system utilizes existing fiber already present within the REL structure and installs new ITS cabinets, level 2 switches and equipment to convert the fiber optic information into digital multiplex for use with the lighting system.

The summary of pay items for this project is listed in the Plans.

**LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC –
PRESERVATION OF EXISTING PROPERTY – UTILITIES - UTILITY
ADJUSTMENTS (NO UTILITY WORK SCHEDULE).**

(REV 2-10-94) (1-20)

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.

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

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 - PROSECUTION OF WORK – STATEWIDE DISPUTES REVIEW BOARD.

(REV 6-27-19) (FA 8-14-19) (1-20)

ARTICLE 8-3 is expanded by the following new Subarticle:

8-3.8 Statewide Disputes Review Board: For this Contract, a Statewide Disputes Review Board will be available to assist in the resolution of disputes and claims arising out of the administration and enforcement of a specification when such specification specifically refers disputes to this Board.

8-3.8.1 Purpose: The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of the disputes and claims between the Contractor and the Authority.

It is not intended that the Authority or the Contractor default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the Board encourage the Authority and Contractor to resolve potential disputes or claims without resorting to this alternative resolution procedure.

The Board will be used when normal Authority-Contractor dispute or claim resolution is unsuccessful. Either the Authority or the Contractor may refer a dispute or claim to the Board. Referral to the Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be eligible to be heard by the Board. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the Board must be in compliance with 5-12. It is a condition of this Contract that the parties shall use the Statewide Disputes Review Board.

The recommendations of the Board will be binding on both the Authority and the Contractor.

The Board will fairly and impartially and without regard to how or by whom they may have been appointed, consider disputes or claims referred to it and will provide written recommendations to the Authority and Contractor to assist in the resolution of these disputes or claims.

8-3.8.2 Membership: The Statewide Disputes Review Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and sent to the Authority.

Members on the Board will be pre-qualified as experts of the type of work being referred to this Board.

If during the life of the contract, a Board member has a discussion regarding employment or entered into any agreement for employment after completion of the contract with the Authority, the Contractor or any subcontractor or supplier on the project, he/she shall immediately disclose this to the Contractor and the Authority and shall be disqualified from serving on the Board.

After the Authority has made final acceptance of the project, if disputes arise, the Statewide Disputes Review Board shall be activated to hear and rule on the disputed issue.

8-3.8.3 Procedure and Schedules for Disputes Resolution: Disputes or claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Authority and the Contractor and the time periods stated below may be shortened in order to hasten resolution.

a. If the Contractor objects to any decision, action or order of the Engineer resulting from the Engineer's evaluation of the guaranteed product or performance period, the Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 days after the event.

b. The Engineer will consider the written protest and make his decision on the basis of the pertinent contract provisions, together with the facts and circumstances involved in the dispute. The Engineer's decision will be furnished in writing to the Contractor within 15 days after receipt of the Contractor's written protest.

c. The Engineer's decision will be final and conclusive on the subject, unless the Contractor files a written appeal to the Engineer within 15 days of receiving the decision. Upon the Engineer's receipt of the Contractor's written appeal containing specific protest of all or part of the Engineer's decision, either the Authority or the Contractor can refer the matter to the Board.

d. Upon receipt by the Board of a written duly preserved protest of a dispute or claim, either from the Authority or the Contractor, it will first be decided when to conduct the hearing.

e. Either party furnishing any written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of 15 days prior to the date the Board sets to convene the hearing for the dispute or claim. If the Board requests any additional documentation or evidence prior to, during, or after the hearing, the Authority and/or Contractor will provide the requested information to the Board and to the other party.

f. The Contractor and the Authority will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither the Authority nor the Contractor may present information at the hearing that was not previously distributed to both the Board and the other party.

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Authority and the Contractor, within 15 days of completion of the hearings. The Board will focus its attention in the written report to matters of

responsibility for repairs of guaranteed work or performance period as provided for by the Contract Documents.

8-3.8.4 Contractor Responsibility: The Contractor shall furnish to each Board member a set of all pertinent documents that are or may become necessary for the Board, except documents furnished by Authority, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Authority.

Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Contractor will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

8-3.8.5 Authority Responsibilities: Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Authority will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Authority shall furnish the following services and items:

a. **Contract Related Documents:** The Authority shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Authority to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

b. **Coordination and Services:** The Authority, in cooperation with the Contractor, will coordinate the operations of the Board. The Authority, through the Project Engineer, will arrange or provide conference facilities at or near the Contract site and provide secretarial and copying services.

8-3.8.6 Basis of Payment: A per hearing cost of \$9,000 has been established by the Authority for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 each. The Authority and the Contractor will equally provide compensation to the Board for participation in an actual hearing. The Authority will compensate the Contractor \$4,500 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post-hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the Authority and the Contractor. If an additional day(s) is granted for the hearing, it will be at \$3,900 per day, payment of which is equally split between the Authority and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

The Authority will prepare and mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services. If the Board desires special services, such as legal consultation, accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

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

SUBARTICLE 8-4.9 is expanded by the following:

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

Contact the Authority (813-272-6740) for information relating to the identification and proper disposal of these hazardous waste materials.

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

SUPPLEMENTAL SPECIFICATIONS

PROSECUTION AND PROGRESS – ALTERNATIVE BIDDING.
(REV 7-28-97) (1-20)

SECTION 8 is expanded by the following new Article:

ARTICLE 8-13. **Alternative Bidding.** The following new Subarticles are added:

Evaluation of Bids:

Determination of the successful bidder for the contract will be based on the total sum of the “Base Bid” and “Bid Alternate” prices. Based on available funding at the time of award, the Authority in its sole discretion shall determine if the “Bid Alternate” work will be included with the contract.

In comparison of the bids, the selection of the contract will be based on the total sum of the “Base Bid” and “Bid Alternate” prices. The Authority in its sole discretion shall determine if the “Bid Alternate” will be added to the scope of work. This determination shall be completed prior to the Notice of Award. After determination of the successful bidder based on this comparative process and on the responsibility and other factors set forth in these instructions, the award may be made to said successful bidder on its base bid for which owner determined funds will be available at the time of award.

PROSECUTION AND PROGRESS
(REV 4-2-19) (FA 9-23-19) (1-20)

Subarticle 8-10.2 is deleted and the following substituted:

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$50,000 and under.....	\$1,015
Over \$50,000 but less than \$250,000.....	\$1,045
\$250,000 but less than \$500,000.....	\$1,170
\$500,000 but less than \$2,500,000.....	\$1,690
\$2,500,000 but less than \$5,000,000.....	\$2,579
\$5,000,000 but less than \$10,000,000.....	\$3,756
\$10,000,000 but less than \$15,000,000.....	\$4,344
\$15,000,000 but less than \$20,000,000.....	\$5,574
\$20,000,000 and over.....	\$10,203 plus 0.00005 of any

amount over \$20 million (Round to nearest whole dollar)

**THIS COMPLETES
THIS
SPECIFICATIONS
PACKAGE**