AGREEMENT

between

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

and

BROADSPECTRUM INFRASTRUCTURE, INC.

For

ASSET MANAGEMENT SERVICES

THEA CONTRACT NO. O-00617

THIS AGREEMENT is made and entered into as of the 1st day of July, 2017 ("Effective Date"), by and between the TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY Authority, a public body politic and corporate and agency of the State of Florida, organized and existing under the Laws of Florida ("Authority"), whose address is 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, and BROADSPECTRUM INFRASTRUCTURE, INC., ("Contractor"), a corporation authorized to do business in the State of Florida, whose local address is 7802B Professional Place, Tampa, Florida 33637.

WHEREAS, the Authority is created and established to construct, reconstruct, improve, extend, repair, maintain, and operate the "Expressway System", pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.54, <u>Florida Statutes</u>, the Authority has been granted the power to make contracts of every name and nature and to execute all instruments necessary or convenient for the conduct of its business and for carrying out the purposes of the Authority; and

WHEREAS, in response to the Authority's competitive solicitation process known as RFP O-00617, for Asset Management Services, the Contractor submitted its proposal on May 05, 2017, and

WHEREAS, the Authority has identified Contractor is a highly qualified provider of the required services and requested Contractor to perform asset management services ("Services") as more particularly described in the Statement of Work as contained in Exhibit "A" herein and incorporated hereto by reference; and

NOW, THEREFORE, in consideration of the mutual covenants herein made and the benefits to accrue to the parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.**

The above recitals are true and correct and are incorporated herein.

2. SERVICES AND PERFORMANCE.

- 2.01 The Authority hereby retains the Contractor pursuant to the terms set forth in this Agreement and services to be performed by or on behalf of the Contractor is hereinafter described in the Statement of Work, as contained in Exhibit "A" to this Agreement.
- 2.02 Before making any additions or deletions to the Services described in this Agreement or in the Statement of Work, as contained in Exhibit "A" that are essential to the completion of Services and which require additional compensation, the parties shall negotiate any changes or revisions to such Services and any necessary cost changes and shall enter into a supplemental written agreement providing for such modifications and the compensation to be paid therefore. Such supplemental agreement(s) may also be described on a Task Order in the sample form attached hereto as Sample Task or Change Order Form, Exhibit "D," and such agreement(s) that will exceed the approved Project budget are subject to the approval of the Authority's governing Board. Upon execution, any such supplemental agreement(s) and/or Task or Change Orders shall be attached hereto and incorporated herein by reference.
- 2.03 The Contractor's Proposal submitted for this Project was evaluated, in part, based upon the qualifications of the Contractor's organization, proposed staffing levels and upon the qualifications of key personnel presented in the Proposal. The Contractor agrees and acknowledges that it will provide the full complement of staff as outlined in their proposal and approved by the Authority required to perform the Services, including the specific individuals named in its Proposal. Deviations from the approved staffing levels must be approved in advance by the Authority. The specific key personnel named in the Contractor's Proposal shall remain assigned for the duration of the Project, unless otherwise agreed to in writing by the Authority.
- 2.04 In the event Contractor proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to successfully perform such duties. The Authority shall have the sole right to determine whether key personnel proposed

as substitutes are accepted and qualified to work on the Project, which consent shall not be unreasonably withheld.

- 2.05 The Contractor's Proposal submitted for this Project designated from its staff a qualified "Project Manager" having at least 5 years of experience in performing and/or administering similar types of work as this Project. The "Project Manager" shall be the single point of contact as liaison with the Authority and administrating the Agreement for the Contractor. The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order estimates, schedules, payment applications, directing Contractors work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the Agreement.
- 2.06 The Contractor shall function as an extension of the Authority's staff by providing qualified technical and professional personnel to perform the Services assigned under the terms of this Agreement. The Contractor shall be expected to operate without extensive oversight and direction and to represent, advance, and further the interests of the Authority throughout all aspects and phases of the Project.
- 2.07 The Contractor and its subContractors agree to provide the Services in accordance with the level of care and skill ordinarily exercised in the performance of services by members of the engineering profession currently practicing under similar circumstances, at the same time and in the same locality. Contractor shall perform its Services in accordance with applicable laws. Contractor has represented to the Authority during the selection process that the Contractor possesses that level of skill, knowledge, experience, and expertise that is required to perform the Services.
- 2.08 The Contractor shall perform the Services to the reasonable satisfaction of the Authority. All questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement regarding the prosecution and fulfillment of the Services or the character, quality, amount, or value thereof, which cannot be settled by mutual agreement of the parties shall be first attempted to be resolved by non-binding mediation, then settled by recourse to litigation under Florida Law, subject to the additional provisions of Sections 9 through 11.
- 2.09 The Services of the Contractor have been and will be rendered as an independent contractor and not as an employee. In this regard, the Contractor shall not be deemed as an employee of the Authority for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and the Contractor shall file all tax forms required of an independent contractor.

- 2.10 The Authority will be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination will be maintained by the Contractor with the Authority, or other agencies interested in the Project on behalf of the Authority.
- 2.11 The Contractor shall permit inspections of its Services by the Authority or its designee, if requested by the Authority.
- 2.12 Contractor agrees to provide Project Schedules and Progress Reports in a format acceptable to the Authority at intervals established by the Authority. The Authority's Executive Director and/or its designee(s) shall meet with the Contractor's key personnel to plan for performance of work activities and staffing levels to be provided by the Contractor. The closest collaboration and cooperation shall be maintained by the Contractor with authorized representatives of the Authority, or of other agencies and organizations designated by the Authority.
- 2.13 All plans, tracings, reports, drawings, maps, estimates, specifications, computer records, survey notes, reports, records management programs, and any other data, deliverable, and material, and any part thereof, created, compiled, prepared or obtained by or on behalf of the Contractor pursuant to this Agreement, as well as all data collected, together with summaries and charts derived therefrom and together with all materials and data furnished to the Contractor by the Authority, are instruments of service in respect to the Project hereunder and shall upon payment to Contractor for Services rendered hereunder be and remain the property of the Authority without restriction or limitations on its use will be made available, upon request, to the Authority at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Authority of said document(s), the Authority will become the custodian thereof in accordance with Chapter 119, Florida Statues. The Contractor will not copyright any material and products or patent any invention developed under this Agreement. Notwithstanding anything to the contrary contained herein, Contractor and its subContractors shall retain ownership of all previously owned intellectual and/or proprietary property. None of the documents or materials are intended or represented by Contractor to be suitable for reuse by the Authority, or others on any extension of the project or on any other project. The Authority agrees that it will not make any modifications to the signed and sealed documents of the Contractor or allow or enable others to reuse such documents without the prior written consent of the Contractor, which consent shall not be unreasonably withheld. Any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Authority's sole risk and without liability or legal exposure to Contractor.

2.14 All final plans, documents, reports, studies and other data prepared by the Contractor shall bear the professional's seal/signature, as applicable, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Authority of Business and Professional Regulation, and guidelines published by the Authority, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

3. TERM.

- 3.01 Subject to the termination provisions set forth in this Agreement, this Agreement shall begin upon the date set in this contract issued herein and shall continue in effect for a **period of five (5) years** with the option to renew for two (2) additional one (1) year terms. The renewal options, if exercised, will be authorized by a written Notice to Proceed in the form of a Task Order Authorization in the sample form attached as Exhibit "D," which requires Contractor's signature denoting its acknowledgement and acceptance to extend the Agreement for the subsequent one (1) year terms under the same terms and conditions.
- 3.02 The Contractor shall be instructed to commence the Work identified as described in the Statement of Work in Exhibit "A."
- 3.03 The Work identified to be performed under this Agreement shall be commenced on July 01, 2017.
- 3.04 Upon the Authority's acceptance of the conditions precedent to commencement under the Agreement, the Contractor shall be instructed to commence the work identified as set forth in the Statement of Work.
- 3.05 Upon execution, Task Orders shall be attached hereto and incorporated herein by reference.
- 3.06 In the event it becomes impracticable or impossible for the Contractor to complete the expected services within the term of this Agreement due to delays on the part of the Authority or circumstances beyond the control of the Contractor, The Agreement may be extended. An extension of the Agreement must be in writing. In the event there are delays caused by the Authority in approval of any of the materials submitted by the Contractor or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Contractor which delay the scheduled Project completion date, the Authority may grant an extension of time equal to the aforementioned Project schedule delay, as a minimum by issuance of a Time Extension Letter.

- 3.07 It will be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the Project. In the event there have been delays which would affect the Project completion date, the Contractor will submit a written request to the Authority which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Authority will review the request and make a determination as to granting all or part of the requested extension.
- 3.08 In the event time for performance of the scheduled Project services expires and the Contractor has not requested, or if the Authority has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Authority if the Agreement term has not expired.

4. <u>COMPENSATION AND PAYMENT</u>.

- 4.01 The Authority agrees to compensate the Contractor for Services performed under this Agreement, as described in the Bid Proposal Form, Exhibit "C" and in authorized Task or Change Order(s) in the sample form attached hereto as Exhibit "D." The Agreement shall consist of an annual lump sum per maintenance activity. The Contractor shall invoice THEA monthly to include the following: Certification Disbursement of Payment to Subcontractors form (as applicable); Work Summary; Incident Response Log; Customer Services Log and Invoice. Invoice shall include, but not limited to, total annual contract value, any change orders amount and the current month billing. Monthly billing is based on annual contract amount divided by twelve (12) months plus change orders as applicable.
- 4.02 The Contractor shall submit one (1) original of its monthly invoice in a form acceptable to the Authority no more than thirty (30) calendar days after the end of the billing period. Such invoice shall include (a) a breakdown of authorized Services as set forth in individual Task Orders, and (b) information with respect to the Contractor's utilization of SBE sub-Contractors. Invoices based on Services provided on an upset-limit basis, must be submitted to the Authority in detail sufficient for a proper pre-audit and post-audit thereof.
- 4.03 The Contractor shall pay all sub-Contractors their proportionate share of payments received from the Authority within thirty (30) days after receipt of such payment.
- 4.04 When reimbursement is sought for pre-authorized travel expenses, such invoices shall be submitted and paid within the guidelines of Section 112.061, <u>Florida Statutes</u>.

- 4.05 Records of costs ("Records") incurred under terms of this Agreement will be maintained by the Contractor for the entire term of the Agreement and for a period of three (3) years after the later of (a) final acceptance of a project by the Authority; (b) the end of the term of the Agreement; or (c) until all claims (if any) regarding the Agreement are resolved. Final acceptance is defined as when a project or service has been satisfactorily completed, as determined by the Authority, and at which time the Contractor shall be given written notice of final acceptance. Incomplete or incorrect entries in such Records shall be grounds for disallowance by the Authority of any fees, expenses, or costs based upon such entries. Records of costs incurred shall include the Contractor's general accounting records and project records, together with supporting documents of the Contractor and all subContractors performing services under the Agreement, and all other records of the Contractor and subContractors that are considered necessary by the Authority for a proper audit.
- 4.06 If a payment is not made to the Contractor within forty (40) days of receipt of an approved invoice, a separate interest penalty at a rate established pursuant to Section 218.74, Florida Statutes, will be due and payable to the Contractor. Invoices that are returned to the Contractor because of preparation errors or uncompleted or Services not in compliance with the terms herein will result in a delay in the payment and are not subject to the 40-day payment provision.
- 4.07 Within ten (10) working days of receipt of either Services or invoice, whichever is later, the Authority shall notify the Contractor if such Services or invoice is unacceptable. The Authority reserves the right to withhold payment for Services not completed, or Services not completed in accordance with the terms herein, or Services that are deemed inadequate or untimely by the Authority. Any payment withheld will be released and paid to the Contractor within a reasonable time when Services are subsequently satisfactorily performed.
- 4.08 Effect of Payments. No payment by the Authority shall relieve the Contractor of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any service, product, or deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the Contractor fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the Contractor shall return any compensation received therefore. No compensation shall be made for revisions to the Contractor's or subContractor services or deliverables required due in any way to the error, omission, or fault of the Contractor, its employees, agents, subContractors or subcontractors. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the

Contractor pursuant to the terms of this Agreement upon providing the Contractor prior written notice thereof.

4.09.1 The Contractor hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Authority to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Authority determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement.

4.09.2 For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Authority, whichever is later.

5. <u>INDEMNITY</u>.

- 5.01 The Contractor will indemnify, save, and hold harmless the Authority, its members, officers, agents, representatives, and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to reasonable attorneys' and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the Contractor, its agents, employees, or subContractors during the performance of Services under this Agreement. The Contractor, its agents, employees or subContractors shall not be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of this Agreement.
- 5.02 If either party receives a notice of claim for damages that may have been caused by the Contractor in the performance of Services required of the Contractor under this Agreement, such party shall promptly evaluate the claim and report its findings to each other. The Authority and the Contractor will evaluate the claim and report their findings to each other within seven (7) working days from the date the last party received notice of such claim. The Authority's failure to notify the Contractor of a claim within seven (7) working days will not release the Contractor from any of the requirements of this section upon subsequent notification by the Authority to the Contractor of the claim.
- 5.03 The parties agree that one percent (1%) of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the Authority to the Contractor for the Contractor's indemnity agreement.

6. INSURANCE.

- 6.01 The Contractor shall not commence any work until insurance of the types listed in the Insurance, Requirements, Coverages, and Limits, of Exhibit "E," to this Agreement have been obtained. Contractor agrees to provide Certificate(s) of Insurance to the Authority. Such insurance shall be maintained in full force and effect during the term of this Agreement or for a longer term as may be otherwise provided hereunder. All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable to the Authority. All insurance coverages required of the Contractor shall be primary over any insurance or self-insurance program carried by the Authority. The Authority's approval or disapproval of Contractor's insurance shall not release the Contractor and subContractors of their respective obligations to exercise due care in the performance of their duties.
- 6.02 The Certificate of Insurance shall include the following statement: "The policy(ies) will not be cancelled or materially changed during the period of coverages without at least thirty (30) days prior written notice addressed to the Authority, Attention: Contracts Department, at the address set forth in this Agreement or such other address as may hereafter be specified."

7. TERMINATION AND DEFAULT.

- 7.01 The Authority may terminate this Agreement unilaterally in whole or in part at any time the Authority deems it in its interest to effectuate such termination by providing thirty (30) days written notice of such intention. The Authority also reserves the right, with or without cause, to terminate any one or any combination of Services to be rendered by the Contractor without terminating the Agreement. Termination of the Agreement by the Authority shall occur as follows:
- 7.02 **Termination for Cause.** If the Authority determines the performance of the Contractor is not in compliance with the terms herein, the Authority may notify the Contractor of the deficiency with the requirement that the deficiency be corrected within a specified time ("Corrective Period"), but not less than 10 days. Upon Contractor's failure to correct the stated deficiency, the Agreement will be terminated at the end of the Corrective Period.
- 7.03 **Termination Without Cause.** If the Authority opts to terminate the Agreement or portions thereof for no stated reasons, the Authority will notify the Contractor of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.
- 7.04 If the Agreement is terminated under these provisions before performance is completed; the Contractor will be paid for the Services provided and expenses incurred in compliance with the requirements of this Agreement to the date of termination. Payment is to be on the basis of substantiated

costs, not to exceed an amount, which is the same percentage of the contract price as the amount of Services satisfactorily completed called for by the Agreement. All Services in progress shall be deemed the property of the Authority and shall be promptly delivered at no expense to the Authority at the address set forth above, unless directed in writing to another location.

- 7.05 The Contractor may cancel this Agreement only by mutual consent of both parties.
- 7.06 Upon termination of the Agreement, whether for cause or convenience, or upon conclusion of the term of the Agreement, Contractor shall accomplish a complete transition of the work being terminated from the Contractor to any successor or to any replacement provider designated by Authority, without any interruption of or adverse impact on the work or any other work provided by third parties at no additional cost to the Authority.

8. <u>MISCELLANEOUS PROVISIONS</u>.

- 8.01 **Public Entity Crime Information Statement.** The Contractor represents that it is not currently on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information Statement." The Contractor also represents that its sub-Contractors are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its sub-Contractor(s) is placed on said list. A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- 8.02 **Publicity**. No information relative to the existence or the details of the Services or the Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without Authority's prior written consent.
- 8.03 **Public Records.** The Contractor and sub-Contractors shall comply with the provisions of Chapter 119, <u>Florida Statutes</u>, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, <u>Florida Statutes</u>, made or received in conjunction with this Agreement. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor must:
 - a. Keep and maintain public records required by the Authority to perform the services being performed by the Contractor;
 - b. Upon request from the Authority's custodian of public records, provide the Authority with a copy of the requested records or allow the records to be inspected or copied within a

- reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Authority.
- d. Upon completion of the contract transfer, at no costs to the Authority, all public records in possession of the Contractor or keep and maintain public records required by the Authority to perform the service. If the Contractor transfers all public records to the Authority upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provide to the Authority, upon request from the Authority's custodian of public records, in a format that is compatible with the information technology systems of Authority.
- e. 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 RECORDS AT:

Debbie Northington
Administrative Services Manager
1104 E. Twiggs Street, Suite 300,
Tampa, FL 33602
813-272-6740 ext. 118
Debbie@tampa-xway.com

- 8.04 **Audit Right.** Authority shall have the right to audit the books, records, and accounts of Contractor that are related to this Project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.
- 8.05 **Record Retention.** Contractor and its sub-contractors shall make available records, at reasonable times for examination and audit by Authority, financial records, supporting documents, statistical records, and any other documents including books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit

requirements of the Authority and/or the governmental agencies providing grant funds pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, <u>Florida Statues</u>), if applicable, or, if the Florida Public Records Act is not applicable, for a period of three years from completion of the Project.

- 8.05.1 If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Authority to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment upon such entry.
- 8.06 <u>Sub-Contractors.</u> The Contractor shall maintain an adequate and competent staff for the purpose of performing the Services hereunder. The Contractor may associate and utilize specialists for the purpose of rendering its Services hereunder, without additional costs to the Authority, other than those costs negotiated within the limits and terms of this Agreement. The Contractor shall require each authorized sub-Contractor or subcontractor to adhere to the appropriate provisions of this Agreement. The Contractor guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any sub-Contractor in connection with this Agreement.
- 8.07 **Unauthorized Aliens.** The Authority will consider the employment by Contractor or its sub-Contractors of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Authority, if the Contractor knowingly employs unauthorized aliens.
- 8.08 Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act. During the performance of Services under this Agreement, Contractor agrees that it will comply with all federal, state, and local laws and ordinances applicable to the Services or payment for Services thereof, and will not discriminate against any employee or applicant for employment because of race, age, creed, color, gender, national origin, or disability.
- 8.08.1 Contractor agrees that it will comply with all federal, state and local laws and ordinances applicable to the Services or payment for Services thereof and will not unlawfully discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American with Disabilities

- Act (ADA) in the course of providing any services funded in whole or in part by Authority, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.
- 8.08.2 Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.
- 8.08.3 Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, terminal, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 8.08.4 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- 8.08.5 Contractor shall in all solicitations or advertisements for employees placed by or on behalf of Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin, or state that Contractor is an "Equal Opportunity Employer".
- 8.08.6 Contractor agrees to and shall post in conspicuous places, available to employees and applicants or employment notices setting forth the provisions of these Equal Employment Opportunity Clauses.
- 8.09 **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of:

- (a) All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
- (b) All persons, including subcontractors, assigned by the Contractor to perform work pursuant to this Agreement with the Authority.
- 8.09.1 Contractor shall provide proof of registration in the E-Verify system to the Authority upon execution of this Agreement. Documentation evidencing Contractor's registration in the E-Verify system shall be incorporated herein.
- 8.10 **Drug-Free Workplace.** Contractor agrees and certifies that it either has or that it will establish a drug-free work place.
- 8.11 **SBE Policy.** The Contractor agrees to enhance contracting opportunities for Small Business Enterprises, as defined in the Authority's SBE Policy adopted on February 25, 2002, (as amended), as contained in Exhibit "A" and incorporated herein by reference. Contractor agrees to comply with the Authority's SBE Policy in its efforts to achieve its anticipated level of SBE participation, as proposed in its Proposal on the Anticipated SBE Participation Statement of Exhibit "B."
- 8.11.1 In the event the Contractor is found to be in non-compliance with the Authority's SBE Policy, or fails to perform good faith efforts to include SBE Firms on the project to meet or exceed Contractor's commitment as submitted with its Proposal on the Anticipated SBE Participation Statement of Exhibit "B," the Authority may impose sanctions against the Contractor including, but not limited to:
 - (a) Withholding payments to the Contractor under the Contract until the Contractor remedies the "Anticipated SBE Participation Statement" deficiency;
 - (b) Termination of the Contract;
 - (c) Barring of the Contractor from bidding on future Authority projects.
- 8.11.2 The Contractor understands that it is the responsibility of the Authority to monitor Contractor's compliance with the SBE Policy. In that regard, the Contractor agrees to furnish to the Authority monthly reports, using forms and/or formats acceptable to the Authority, on the progress of its SBE participation.
- 8.12 **Entire Agreement.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

- 8.13 **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
- 8.14 **Successors and Assigns**. Authority and Contractor bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Agreement.
- 8.15 **Assignment:** The Contractor shall not sublet, assign, or transfer any Services or obligation under this Agreement without the prior written consent of the Authority. Responsibility for sublet, assigned or transferred Services shall remain with the Contractor.
- 8.16 **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Authority shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- 8.17 **Waiver of Breach and Materiality.** Failure by Authority to enhance any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 8.18 **Scrutinized Companies:** In executing this Agreement, Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, <u>Florida Statutes</u>, or engaged in business operations in Cuba or Syria.
- 8.18.1 Pursuant to Section 287.135(5), <u>Florida Statutes</u>, Contractor agrees that the Authority may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false

certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 <u>Florida Statutes</u>, or becomes engaged in business operations in Cuba or Syria during the term of this Agreement.

- 8.19 **Venue.** The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement; and the Contractor hereby waives any and all privileges and rights it may have under Chapter 47, <u>Florida Statutes</u>, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience.
- 8.20 **Governing Law**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Judicial Circuit of Hillsborough County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.
- 8.21 **Legal Fees and Costs.** The parties agree that in the event that it should become necessary for either party to employ an attorney to enforce any of its rights hereunder, the prevailing party shall be entitled to reimbursement of all costs and expenses, including attorney's fees and paralegal fees (at both trial and appellate court levels) which may reasonably be incurred or paid at any time or times by it in connection therewith.
- 8.22 **Counterparts.** This Agreement may be executed in several counterparts and each counterpart shall constitute an original of this Agreement.
- 8.23 **Truth-in-Negotiation.** Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current as of the date of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the Authority determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.
- 8.24 **Access to Records.** The Contractor and subContractors shall comply with the provisions of Chapter 119, Florida Statutes. A request to inspect or copy public records relating to the Authority's contract

for services must be made directly to the Authority. If the Authority does not possess the requested records, the Authority shall immediately notify the Contractor of the request, and the Contractor must provide the records to the Authority or allow the records to be inspected or copied within a reasonable time.

9. WAIVER OF JURY TRIAL AGREEMENT.

- 9.01 Each party, by the execution hereof, knowingly, voluntarily and intentionally waive, for themselves and their respective successors and assigns, (including sub-Contractors and joint venture parties) any right which any one of them may have to a trial by jury in respect to any litigation, action, suit or proceeding (whether at law or in equity) based on this agreement and any amendment or addition to the agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents or representatives in connection with the agreement, whether arising in contract, tort or otherwise. No party shall seek to consolidate any such litigation, action, suit or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived. This provision is a material and mutual inducement to enter into this agreement.
- 9.02 If for any reason the foregoing waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the provisions of Section 10 Binding Arbitration shall govern.
- 9.03 The Contractor shall provide and require in any agreements with subContractors and material suppliers for this provision to be included in whole as it appears in this contract. Further, notwithstanding the requirement of the preceding sentence, the waiver of jury trial set forth in this section shall be deemed incorporated into any and all agreements between the Contractor and subContractors and/or material suppliers for the provision of services or materials under this agreement.

10. BINDING ARBITRATION (IF WAIVER OF JURY TRIAL IS UNENFORCEABLE).

10.01 If the provisions of Section 9 - "Waiver of Jury Trial," are found to be unenforceable, all claims, disputes and controversies between the Authority and the Contractor shall be decided and resolved by binding arbitration. The arbitration shall occur in Tampa, Florida, and shall be conducted by a three (3) member panel. For arbitration of claims between the Authority and the Contractor arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor agrees to resolve those claims pursuant to the Arbitration provisions of the Authority's contract with the applicable Contractor(s), which the Contractor has familiarized itself with and adopts herein by this reference. For arbitration of claims between the Authority and the Contractor, not arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor shall pick one arbitrator who is not an employee of or

doing business with the Contractor. The Authority shall pick one arbitrator who is not an employee of or doing business with the Authority. The two selected arbitrators shall select the third arbitrator with concurrence of the Parties, unless additional parties are involved in the arbitration through consolidation or joinder and obtain authorization from the Authority and the Contractor to select a representative arbitrator. In that event, the parties shall arrive at a reasonable method for selecting the arbitrators.

11. PROCEDURE FOR BINDING ARBITRATION.

- 11.01 Notice of the demand for arbitration will be filed in writing with the other party to the contract. Arbitration shall be conducted in accordance with the Florida Evidence Code. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.
- 11.02 Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the contract in circumstances where:
 - a) The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and,
 - b) Such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and,
 - c) The written consent of the other person or entity sought to be included and of Authority and Contractor has been obtained for such inclusion, which consent shall make specific reference to this Paragraph.
- 11.03 In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with SubContractors and material suppliers) for joinder in such arbitration proceedings, and all dispute resolution procedures set out herein as preconditions to such arbitration.
- 11.04 Therefore, notwithstanding Section 11.02(c) above, if a claim, dispute or other matter in question between Authority and Contractor involves the work of a SubContractor, either the Authority or the Contractor may join such SubContractor as a party to the arbitration. Nothing in this Paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of SubContractor or supplier, and against Authority, Engineer, Contractor, or any of their Contractors that does not otherwise exist.

11.05 In connection with the arbitration proceeding all participants shall be afforded pre-hearing discovery in accordance with the rules of evidence of the Florida Evidence Code. The time frames and requirements of the Florida Evidence Code may be shortened or modified by the arbitration panel at their discretion or on motion by a party if acceptable to the arbitration panel or by agreement between the parties.

12. NOTICES.

12.01 All notices or other communications regarding this Agreement shall be made in writing and shall be deemed properly delivered to the addressee at the address set forth in this Agreement or such other address as may hereafter be specified in writing by (a) hand delivery, (b) courier service or overnight service, (c) facsimile transmittal, (d) mailing of such notice or (e) by email transmission.

13. <u>CAPTIONS.</u>

13.01 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of this contract or the intent of any provision hereof.

14. PERFORMANCE BOND AND PAYMENT BOND. Within ten (10) days of execution of this Agreement, Contractor must furnish separate performance and payment bonds to Authority. Each bond shall set forth a penal sum in an amount not less than the Annual Value of this Agreement. Each bond furnished by Contractor shall incorporate by reference the terms of the Agreement as fully as though they were set forth verbatim in such bonds. In the event the Annual Value is adjusted by Change Order executed by Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by Contractor shall be in form suitable to Authority and shall be executed by a surety, or sureties, properly licensed in Florida and having a Best's rating of A. Contractor recognizes and acknowledges that the performance bond must cover all services to be provided by under this Agreement. Said Performance & Payment Bond shall be attached hereto and made a part hereof this Agreement.

15. ATTACHMENTS.

15.01 The documents listed below, hereto after known collectively as the "Contract Documents" are expressly agreed to be incorporated herein by reference, the same as though fully written herein or attached hereto, and made a part of without being limited thereto, this "Agreement" consists of the following:

Exhibit "A" The full extent of documents as set forth and listed in the Table of Contents of the Request for Proposal (RFP) document (known as RFP No. O-00617, Asset Management Services RFP) dated March 31, 2017, including all forms, exhibits, attachments, and Letters of Clarification and Addendums issued thereto.

Exhibit "B" The full extent of documents and forms executed by the Contractor as set forth and listed in the Table of Contents of the Response Package submitted by Contractor to Authority on May 05, 2017.

Exhibit "C" Bid Proposal Form

Exhibit "D" Sample Task Order Form

Exhibit "E" Certificate of Insurance

Exhibit "F" Performance Bond

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IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Vincent Cassidy Chair Date: 6/22/17 Date: 6/22/17	By: Vninthing	Attest
	Vincent Cassidy Chair	Executive Director
Addition as pavariability of finds.	Authorization as to availability of funds:	Approved as to form, content and legality:
Amy Levelletz Chief Financial Officer Partick T. Maguire, Esq., General Counsel	Amy Lettelleft, Chief Financial Officer	Partick T. Maguire, Esq., General Counsel
BROADSPECTRUM PFRASTRUCTURE		BROADSPECTRUM PFRASTRUCTURE
By: Gonzale anete President		Gonzalo Canete

Witnesses to the signature of BROADSPECTRUM INFRASTRUCTURE:

Signature: Krisanne Navel

Signature: Market

Signa

Printed name: MARK E. WILLIAMS

Date: .6/19/17





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1. DEPTH OF QUALIFICATIONS AND EXPERIENCE

Broadspectrum is proud to have delivered high quality maintenance services to the Tampa-Hillsborough Expressway Authority (THEA) and the Lee Roy Selmon Expressway (Selmon Expressway) for the last 8.5 years. Throughout this time we have developed a strong and effective working relationship with THEA and we believe we understand what is most important:

- High quality and reliable services provided by an experienced maintenance contractor;
- Strong and reliable staffing plan supported by robust human resources procedures;
- · Proven incident and emergency response capability; and
- An innovative partner that can bring value to THEA

Broadspectrum has unique insight into this contract and has the personnel in place, the established relationships with local contractors and THEA staff, and the proven track record to continue delivering these services.

LOCAL AND INTERNATIONAL EXPERIENCE SPANNING DECADES

Broadspectrum has delivered roadway asset maintenance services in North America for over 20 years. We are proud to have partnered with the Virginia Department of Transportation (VDOT) to pioneer the outsourced asset maintenance program in 1996. Since then, Broadspectrum has expanded into the specialized fields of

toll road and tunnel operations and maintenance both locally and internationally, executing contracts globally and mobilizing resources across continents to share that knowledge. While growing our international service offering and technical expertise, knowledge and best practices, we have developed and maintained a solid base of contracts across the US, most notably in Florida with 14 current performance-based maintenance contracts, including the Maintenance Management Program for THEA Roadway and Bridges, first executed in January 2009.

Broadspectrum currently maintains more than 10,330 lane miles of roads and other transportation infrastructure in North America. Of this total we maintain more than 6,200 lane miles in Florida, featuring toll roads, highways, tunnels, fixed bridges, viaduct, and moveable bridge structures.

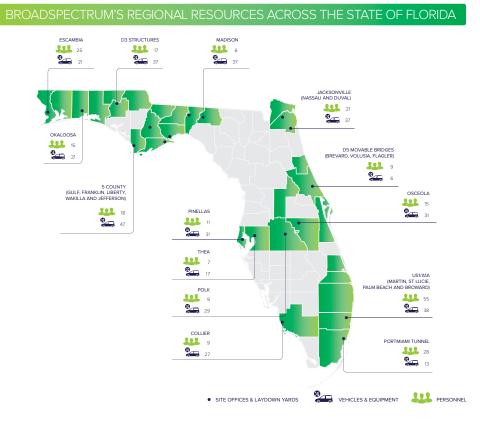


Figure 1: Broadspectrum has 14 current contracts in 31 of the 67 counties in Florida, with over 390 vehicles and pieces of equipment, and 245 employees

"Your staff has done an outstanding job at the Selmon Expressway. We at Tampa-Hillsborough Expressway Authority are very appreciative of [Broadspectrum's] efforts and are proud of the appearance and condition of the Selmon Expressway. I would personally like to thank you and members of your staff for an outstanding and dedicated job they all do for the Selmon Expressway."

- Robert Reardon, Chief Operating Officer, 2012



In addition to our strong Infrastructure business, Broadspectrum has a wealth of experience participating in multiple sectors throughout North America allowing for active sharing of knowledge, experience and best practices (see *Figure 2*).

Broadspectrum is now the newest member of Ferrovial, a multinational industry leader involved in the design, construction, financing, operation and maintenance of transport, urban and services to developing innovative and sustainable solutions. Broadspectrum is part of the Ferrovial Services Division with revenues of USD \$8.1B, one of four main business lines - the other three being Toll Roads, Construction and Airports. Ferrovial Services is an international leader in providing efficient solutions in urban

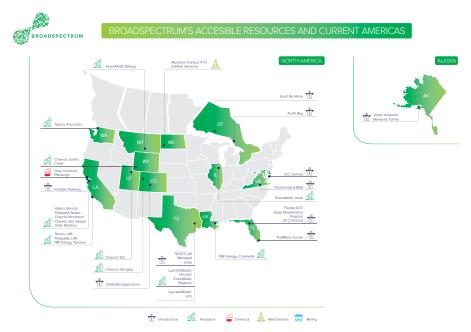


Figure 2: Broadspectrum's Current Project Portfolio in the Americas

and environmental services and in the maintenance of infrastructures and facilities. Ferrovial has in excess of 100,000 employees and operates in over 16 countries. This international presence and capability drives best practices and consistency of delivery across all projects, and Broadspectrum's clients in North America will feel the benefit of these operational and business efficiencies.



Figure 3: Ferrovial International Project Presence

Knowledge and Experience in Transportation Infrastructure

More than 40, 728 miles of lanes

Over 25 years of experience

DEDICATED AND ENHANCED SERVICE DELIVERY TEAM

Broadspectrum has undertaken a thorough review of the new contract requirements leading to a number of initiatives to enhance our proven organizational structure under this new contract to efficiently deliver the increased scope of work at our high level of service, while enhancing and strengthening communications and representation with THEA management. Additional resources at both the senior management level and the technician level will support these objectives and enable increased presence in the field, allowing us to provide even better service, and improve our understanding and responsiveness to THEA's ever growing business and associated needs.



Broadspectrum Service Delivery Team

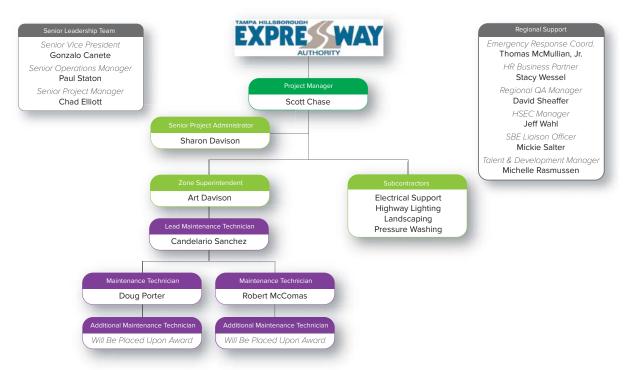


Figure 4: Broadspectrum's Proven Organizational Structure

THEA spoke and Broadspectrum has listened. We recognize and understand the rapid growth of the Selmon Expressway and we are committed to partnering with THEA to support and complement that growth through a rigorous first class maintenance program. To that end we have committed to providing **two** additional maintenance technicians for the team, effectively increasing our in-house working resource base by 66% to ensure we can deliver the attention to detail that THEA expects of its service providers. We are confident that this addition will provide both the capacity and the capability to reach the next level of service excellence on behalf of THEA and its growing patronage base.

In addition to increased senior leadership and regional support, the contract review process also identified some exciting options to insource currently subcontracted services, with the potential to bring additional talent and contract level management to the Broadspectrum team, increasing our depth and availability at the project management level. We would like the opportunity to discuss these possibilities with THEA through the negotiation phase and, should THEA wish to pursue, implement within the first months of the new contract.

SERVICE DELIVERY TEAM



Scott Chase, Project Manager

Mr. Chase brings over 30 years of experience in the road transportation industry, with 18 combined years of contract maintenance and management experience on the Lee Roy Selmon Expressway with both the Florida Department of Transportation (FDOT) and Broadspectrum, having most recently served as Project Manager for the current Maintenance Management Program for THEA

for 5 years. Under his leadership Broadspectrum has consistently maintained MRP scores exceeding THEA's contractual requirements. Mr. Chase has developed a comprehensive working knowledge of the THEA facilities and maintenance needs during this time and is looking forward to applying that expertise under the continuation of the Broadspectrum relationship. Mr. Chase is the single point of contact and primary liaison with THEA during performance of the project and maintains certifications in Advanced and Intermediate Maintenance of Traffic (MOT) and SAP, Confined Space, Stormwater Management Inspection, and Thermoplastic Application and Inspection.





Art Davison, Zone Superintendent

Mr. Davison has 16 years' experience as a Supervisor in the Asset Maintenance Roadway field, having most recently served as Zone Superintendent for the current THEA Roadways and Bridges contract for over 4 years. His experience also includes eight years as an Emergency Responder, assisting law enforcement with roadway incidents, including closing down Expressway ramps and/or single and

multiple lanes. As Zone Superintendent, Mr. Davison directs and supervises the operations of the in-house work crews and provides day-to-day oversight of subcontractors. He maintains certifications in the following areas: Advanced MOT; Skid Steer, Backhoe and Tractor Qualified Operator; American Red Cross CPR; Global Fleet Driving Rules/Adverse Weather Conditions and Distractions; Smith System Defensive Driving; and OSHA Required Safety and Health Training.



Sharon Davison, Senior Project Administrator

Ms. Davison has 14 years' experience providing administrative services to management professionals, having most recently served as Senior Project Administrator for the current THEA Roadways and Bridges contract for over 6 years. Ms. Davison provides administrative support to the Project Manager, as well as managing third party property damage claims. She is an experienced customer service

professional and possesses effective leadership skills, including working with clients and customers to solve problems and building relationships with stakeholders. Ms. Davison has a Bachelor of Science Degree in Business Administration.

Maintenance Technicians

Our maintenance technicians are in place, trained and are critical to the delivery of this contract. Maintenance Technicians are responsible for maintaining contracted assets as directed by the supervisor. These technicians maintain a clean appearance of highways and ensure safe traffic control by means of MOT through setup and removal of traffic control devices. Broadspectrum maintenance technicians perform routine maintenance activities such as litter and debris removal, spot fence repairs, attenuator replacement, small sign repairs, graffiti removal, manual road sweeping, manual weed control, small mowing and drainage clearance, and they are equipped to respond to roadway incidents and emergencies 24 hours a day, seven days a week.

REGIONAL SUPPORT SERVICES

Mr. Chase and his service delivery team will be supported by specialists within our regional support services group who bring to each contract the knowledge and experience gained across our company so that each contract enjoys the benefits of the innovation and experience developed in similar contracts. This support includes safety, training, engineering, customer service, quality assurance, accounting and business information systems.

Thomas McMullian, Jr., Emergency Response Coordinator

Mr. McMullian brings over 30 years of experience with Florida Highway Patrol in Central Florida, having most recently served as Emergency Response Coordinator for the current Maintenance Management Program for THEA for 8.5 years. He has developed long-standing relationships with emergency agencies to facilitate emergency response capabilities. Mr. McMullian, Jr. works closely with THEA, the Broadspectrum management team, and local emergency management, and directs Broadspectrum's Emergency Response Program.

Broadspectrum's contract management objective is to always be searching for continual improvement.

Our local, national and international experience drives this objective and THEA will see the benefits over the next 5 years.

Stacy Wessel, Human Resources Business Partner

Ms. Wessel is the newly appointed, Florida based Human Resources Business Partner (HRBP) responsible for ensuring our staffing plans are effectively implemented. Stacy will work hand in hand with our Project Manager to make sure our staffing levels are not only maintained, but that the skills, capability and experience we require are onsite. Stacy will be supported by the Corporate Human Resources team.



David Sheaffer, Regional Quality Assurance Manager

Mr. Sheaffer oversees and implements our Florida QA/QC program. He will perform the Quarterly QA reviews required by the contract and he will also support this program as needed throughout to ensure adherence to the program.

Jeff Wahl, Health, Safety, Environment and Community Manager

Mr. Wahl brings a strong background in managing and monitoring safety and health programs and the THEA contract will benefit from this. He directs Broadspectrum's overall safety training program. He will provide the necessary training and management of safety issues from mobilization through the term of the contract.

Mickie Salter, SBE Liaison Officer

Ms. Salter is available to address pertinent customer service initiatives and is the Broadspectrum designated Liaison Officer with responsibility for implementing Broadspectrum's SBE Policy and Plan.

Resumes for project management and the Senior Leadership Team can be found in Appendix C.

CENTERS OF EXCELLENCE - DRIVING NEW CAPABILITIES AND INNOVATIONS TO ADD INCREASED VALUE TO OUR CLIENTS

We channel innovation and best practice sharing through our global knowledge hubs known as the Centers of Excellence (CoE) located in Madrid, London and Sydney, specializing in five key areas: Asset Management, Energy and Facilities Management, Cities, Environment, and Natural Resources.

Specific to THEA, Broadspectrum sees opportunity to engage with the Asset Management and Energy CoE's:

- Asset Management provides an integrated approach to asset management solutions. The aim being, to balance infrastructure risks and costs, as well as maximize assets' performance and potential value.
- Energy and Facilities Management focuses on energy management to enhance efficiency for public and private clients.

CORPORATE SAFETY PROGRAM AND PERFORMANCE

Broadspectrum is committed to protecting the health and safety of all persons within our workplace, including employees, contractors and visitors, and ensuring that our activities place minimal negative impact on the environment and the greater community, as outlined in our Health, Safety and Environment (HSE) Policy.

The HSE team is responsible for improving workplace safety globally through the implementation of a comprehensive HSE Strategy designed to drive a High Performance Safety Culture. At the core of our approach is the belief that high performance can be achieved through a combination of present and felt leadership, active hazard management, end to end incident management and robust standards of operating.

The HSE Management system provides a comprehensive and integrated system for the effective management of all aspects of health, safety and environment at Broadspectrum. This system is based on a Plan-Do-Check-Act process to ensure alignment to the policies, standards and regulations under which we all must operate.

Broadspectrum has invested heavily in our people through implementing two behavioural safety programs focused on moving people towards intrinsically motivated safety and strengthening relationships which help improve productivity and lead to safer workplaces.

SENTIS ZERO INCIDENT PROCESS (ZIP) TRAINING

ZIP Safety focuses on the link between safety attitudes and safety performance. ZIP Safety applies a framework for enhancing your organization's safety systems using the latest neuroscience developments with the goal of:

- Increasing the level and quality of individual employee engagement with safety tools and practices, and reinforcing effective attitudes and personal responsibility for safety;
- Supporting leaders to directly improve safety performance in their team and enhancing the culture of leadership



within your organization;

• Creating and maintaining a cultural framework that supports ongoing improvement in safety and performance.

EVERYTHING DISC

Everything DiSC is a personality assessment based on a model of four basic styles: Everyone is a unique blend of the different styles which is extremely valuable in creating healthier organizations. Each year, more than one million people worldwide use these research-validated tools to inspire, energize, empower, and transform their workplaces.

We have implemented this training for every employee at three (3) sites so far and have invited our clients to attend with good success. The workshops help people at every level effectively understand themselves and others. By establishing a common language that elevates the effectiveness of communication and teamwork, the workshop strengthens relationships which help improve productivity and lead to better and safer workplaces.

STAFFING FOR EXCELLENCE

Broadspectrum understands that THEA places a high importance on ensuring consistent, performance-based staffing within its dedicated maintenance provider. We share this view, appreciating that a robust staffing and human resources plan is instrumental in being a trusted partner with a high level of performance.

Hiring well-qualified individuals to fill positions at the company contributes to our overall strategic success, and more importantly, our Clients. Each employee is hired with the anticipation that they will make significant contributions to Broadspectrum and add value to our Client's facilities and the communities we mutually serve.

Continuity of Project Managers

Broadspectrum focuses on creating a stimulating and rewarding performance based environment for managerial personnel. Project Managers are the most important level within our organization and we actively implement the following processes to ensure their ongoing development and success.

- Responsible recruitment to ensure the right candidate for the right role
- Competitive remuneration packages with performance based incentives
- A high level of corporate support for centrally managed functions
- · A high level of management support, with coaching and mentoring for success
- Regular performance management and review processes
- An active Health & Safety program
- Appropriate vacation, sick and holiday time to manage overall wellbeing
- Specific retention strategies are implemented when risks arise

At Broadspectrum we value our Project Managers and we ensure they feel connected and supported by the business at all times. Our goal is to ensure that the value of training and investment placed in these individuals is realized through engagement and retention.

Short Term Replacement of Resources

Understanding that absentees through illness, vacation or training and/or accreditation courses leave a gap onsite, Broadspectrum has established plans to ensure no loss of productivity. We have options at our disposal to temporarily fill the position left by the absentee, including:

- 1. Utilization of a temporary resource from one of our other thirteen (13) contracts throughout Florida to fill the position for the required duration (see *Figure 1*). This option provides both Broadspectrum and THEA with a known, trained, and capable resource ready to step in immediately.
- 2. Requesting temporary staffing from People Ready whom we have established relationships with through utilization over the past 8.5 years.

Our Project Manager, Scott Chase, will maintain full authority to manage resources as required in order to deliver the contractual requirements.



Permanent Replacement of Resources

Broadspectrum has learned from past experiences; we now have a Florida based Human Resources Business Partner (HRBP) who, amongst other things, will ensure that this process runs as efficiently and smoothly as possible.

Notification of Employee Departure

Notice period of two to four weeks is typically given by the employee exiting their position. When an employee gives notice, the first step is for the relevant manager to contact our dedicated Florida-based HRBP to outline the situation and requirements for replacement.

This immediate action helps to ensure we are filling the role as swiftly as possible. The Approval to Post & Hire (ATPH) forms trigger the replacement process.

The ATPH form is part of replacement and hiring approval process.

Identification (Phase I)

Our experience on this contract indicates that all positions dedicated to the THEA contract are an important part of the facility, and hence classified as critical. This classification of a critical position triggers quick action from the HRBP and the recruitment team to fill the vacancy or to identify and utilize an interim candidate to maintain service levels on the contract.

Our Talent Pool consists of current internal candidates that are ready for positions as they become available. These candidates have been identified and have the training and experience required to seamlessly step into new roles. This approach reduces the lead time in preparing candidates in a new position through the already established and completed inductions, training and commitment to our company values and goals. THEA will see benefit through continuity of services and maintained high level of performance that paying road users expect.

If there is not a suitable person in our Talent Pool, our first priority is to fill the position internally through other avenues. Our internal talent is our greatest strength in growth and stability. As we are part of a large multi-national organization, mobility is a key retention strategy.

Identification (Phase II)

Should the identification of an internal candidate not be successful within the first three days of receipt of notice, we implement our procedure for external sourcing and run this in parallel to ongoing internal sourcing. We utilize the following mechanisms to identify candidates:

- Monster Career Ad Network, a platform that provides additional distribution and visibility to any job ad, and includes Career Builder, Indeed, Military.com and LinkedIn.
- Social Job Ads, social recruiting technology that targets and

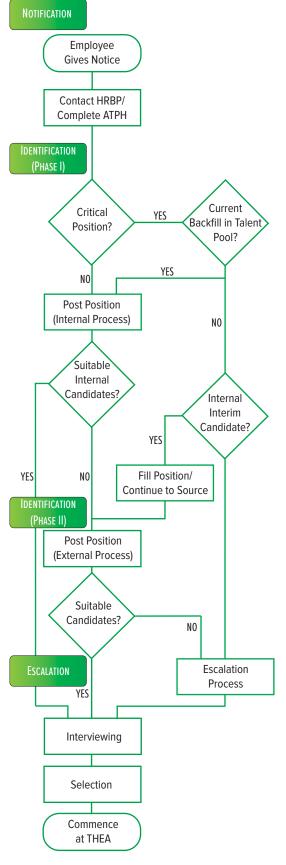


Figure 5: Broadspectrum's Process for Permanent Replacement of Resources



instantly delivers jobs to qualified candidates, and reaches monthly 1.8B active Facebook and 319M active Twitter users.

- Talent Fusion, a targeted campaign that reaches out to active and passive candidates, to find candidates for hard to fill positions.
- LinkedIn Premium, to find and contact passive and active candidates.

Escalation

In the event that suitable candidates are not applying for the position, the escalation process is enacted, This process involves working with the Florida Department of Economic Opportunity, pre-established staffing agencies, external recruiters, targeted advertising campaigns, and local colleges in order to find the right replacement. When a vacancy is escalated it is given top priority and is tracked with daily updates from the recruitment team to the hiring Manager and the HRBP.

The interviewing and selection process is now supported by our HRBP, who will be on site supporting interviews and assisting to facilitate the process along, resulting in expedited recruiting and on-boarding.

Succession Planning

Succession Planning is a critical workforce planning tool and is conducted for all salaried positions within Broadspectrum. The objective of Succession Planning is to enable managers to implement a robust identification and planning approach to managing internal talent and filling roles with the right candidates.

Managers are responsible for carrying out the following activities when nominating successors for all direct reports annually:

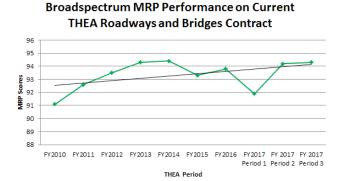
- Identify required skills and competencies.
- Review and evaluate Talent Profiles and performance outcomes.
- Ensure all Succession Plans have diverse representation.
- Nominate successors for all direct report roles.
- Document readiness for succession and gap analysis to inform training programs.
- · Ranking.

A key outcome is to determine high performers within the organization to engage and develop, and identify high potential employees to retain and grow across the business, but the process also supports business continuity and recruitment processes by identifying successors for key roles to ensure service delivery is maintained.

2. EXCELLENT PERFORMANCE HISTORY

DEMONSTRABLE PERFORMANCE AND REFERENCES

From an MRP starting point of 81 in 2008 to consistent high levels of service across all years of operations is a reflection of Broadspectrum's proven proactive approach to asset maintenance and a reflection of our capability, experience and dedication to the Selmon Expressway.



Broadspectrum has demonstrated an ability to exceed 94 on its MRP.

Our Safety Culture is Essential to our Operational Performance

Our employees and subcontractors have exceeded 85,000 workhours without a Recordable Injury.

Flgure 6: Broadspectrum has increased the condition of the assets safely on the THEA Roadways and Bridges contract from commencement through 2014 and has since maintained MRP scores around the unpublished target range of 94



Our approach to maintenance is founded on continuous improvement with the goal of achieving full compliance and zero deductions, while maintaining a strong safety culture. We have also performed other performance based maintenance contracts elsewhere in the US that are similar in nature to THEA but do not utilize an MRP system. These results are as illustrated in Table 1.

Client	General Scope	MRP (FY)	Contact					
CURRE	CURRENT FLORIDA CONTRACTS							
THEA	Asset management for 40 center lane miles and 12.5 miles of bridges along the Tampa Hillsborough Expressway. Deductions for past two years \$0.	2017: 93.5 2016: 92.8	David May, Director of Maintenance Operations (813) 272-6740					
FDOT	All state roadways within Collier County (2 wayside parks). Currently performing 5th of 7 years.	2017 P1:90, P2:89 2016: 91*	Brian Bird, Maintenance Project Manager II (239) 985-7824 Brian.Bird@dot.state.fl.us					
FDOT	All roadway and structures maintenance in Escambia County (453 structures); includes quality management. Currently performing 8th of 12 years.	2017 P1: 81 2016: 85*	Steve Hunt, Operations Manager (850) 698-2461					
FDOT	All maintenance activities on SR 60, SR 17, SR 544, and US 27 in Polk County. Currently performing 10th of 14 years.	2017: 88* 2016: 91*	Stacy Hill, Asset Maintenance Project Manager II (863) 471-4852 stacy.hill@dot.state.fl.us					
FDOT	All maintenance activities for I-95 from St. Johns County line to Georgia State line; I-295, 9A, 9B and I-10 from Baker County line to I-95, including Dept. of Agriculture Facilities in Nassau County. Currently performing 6th of 7 years.	2017 P1:78 2016: 78*	Paul Crist, Contract Manager (904) 360-5274 Paul.Crist@dot.state.fl.us					
FDOT	All state primary and interstate roads in Gulf, Franklin, Liberty, Wakulla and Jefferson counties (23 Ancillary and 273 Bridges). Currently performing 16th year of 21 years.	2017 P1:89 2016: 93*	Shannon Harris, Contract Manager (850) 688-6556					
FDOT	Maintenance of bridge structures, culverts, state owned pedestrian bridges and overlane sign structures and their associated appurtenances for Santa Rosa, Holmes, Walton, Washington, Leon, Jackson and Gadsden counties. Currently performing 1st of 7 years.	N/A	Dallas Boyd, Project Manager (850) 330-1698					
FDOT	Asset management services for US1/A1A in Martin, St. Lucie, Palm Beach and Broward counties (140 Ancillary and 111 Bridges). Currently performing 12th of 14 years.	2017 P1:82, P2:81 2016: 84*	John Deemer, US1/ A1A Proj. Manager (954) 777-4450 John.Deemer@dot.state.fl.us					
FDOT	Movable Bridges and Fender Facilities (8 Bridges). Currently performing 14th of 14 years.	N/A	Chris Eckert, Structural Inspection Supervisor (386) 740-3463 Chris.Eckert@dot.state.fl.us					
FDOT	All state roads in Madison County. Currently performing 4th of 7 years.	2017: 87* 2016: 90*	Cynthia Nelson, Contracts/ Permits Manager (850) 838-5802 cynthia.nelson@dot.state.fl.us					
FDOT	All roadway and structures maintenance in Okaloosa County; includes quality management. Currently performing 6th of 7 years.	2017 P1:86, P2:83 2016: 85*	Steve Hunt, Operations Manager (850) 698-2461					



Client	General Scope	MRP (FY)	Contact			
FDOT	State roads in Pinellas County, not including structures or interstates. Currently performing 2nd of 7 years. Includes quality management.	2017 P1:84 2016: 84*	Phil Fletcher, Contract Manager (727) 575-8300 Phil.Fletcher@dot.state.fl.us			
Osceola County	Asset management services for the West 192 Beautivacation corridor, Osceola County. Currently performing 14th year of service.	N/A	David Buchheit, Executive Director (407) 742-0620 david.buchheit@osceola.org			
CURRENT NON-FLORIDA CONTRACTS						
AKDOT	Anton Anderson Memorial Tunnel maintenance and operations services, Whittier, AK.	N/A	Gordon Burton, Facility Manager (907) 441-6268			
TXDOT	Asset maintenance of I-45 in Galveston, Harris and Montgomery counties, Houston, TX.	N/A	Cody McKenney, Program Specialist (281) 686-9871			
DDOT	Asset preservation and maintenance of 17 tunnels in the District of Columbia metropolitan area.	N/A	Simon Rennie, Contracting Officers Technical Representative (COTR) (202) 671-4666			

Notes. P1= Period 1. P2= Period 2. * Average score for annual period

Table 1: Summary of Broadspectrum's performance on asset maintenance contracts in last two years

CONFLICTS OF INTEREST AND LITIGATION

To the best of our knowledge, Broadspectrum has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and contract. See THEA Form 5 provided in *Appendix A* for signed Conflicts of Interest Statement.

See THEA Form 2, Contractor's Questionnaire, provided in *Appendix A* for information on defaults, claims, litigation and violations.

DEMONSTRATION OF ADHERENCE TO PROJECT SCHEDULES AND BUDGETS

ASSET MANAGEMENT SOLUTIONS

Through this performance based maintenance contract, Broadspectrum commits to employing its developed asset management solution to maximize the value that THEA obtains from its maintenance contractor. A strong and robust asset management solution, based largely on our preventive maintenance schedule ensures early detection and rectification, optimizes the asset performance through increased lifecycles, and provides surety to THEA that the money they are spending is being spent wisely.

PROACTIVE APPROACH TO PREVENTIVE MAINTENANCE

In order to anticipate upcoming maintenance needs, Broadspectrum will continually analyze the status and condition of the contract assets. This will include in-depth site inspections and ongoing interaction with THEA during biweekly progress meetings regarding how current maintenance initiatives can be incorporated into future design and construction through the Plans Review process.

Broadspectrum reviews action items and prioritizes them in terms of safety, asset integrity, and road-user impact. We are particularly mindful of the need to schedule maintenance outside peak travel times to mitigate the risk of reduced traffic flow and congestion. We routinely assess probable modes of failure and deterioration for each asset type and use the information to develop and enhance our comprehensive Routine and Preventive Maintenance Plans.



PREVENTIVE MAINTENANCE SCHEDULING AND PLANNING

Broadspectrum understands that as the asset maintenance contractor, we are responsible for performing work needs determinations of all assets within the scope of services, and generating and optimizing a robust preventive maintenance schedule. Broadspectrum is committed to continuing to operate with experienced personnel whose primary responsibility is to deliver a detailed inspection program to identify MRP, safety hazards, and asset deficiencies. The objective is anticipation and early remediation of customer concerns and system deficiencies that may impact THEA's assets, lane availability, and road user safety.

Deficiency Identification

Over the last 8.5 years, Broadspectrum has established and refined comprehensive technical training programs for operations and maintenance activities that completely embrace THEA's performance standards and ongoing initiatives. Our in depth knowledge of THEA's assets and the surrounding communities is a distinct advantage in developing and implementing training and development plans. This training covers identification of asset conditions that do not meet MRP standards or contract requirements and development and continual improvement of preventive and routine maintenance plans to ensure contract performance.

- Daily roadway patrols at real speed to assess road network conditions including night time inspections.
- Comprehensive asset inspections to detail existing conditions and identify priorities for maintenance focus to continue targeting an MRP of 94 with a minimum of a 90.
- Multiple assessments of the network corridor in various weather conditions.
- Review of informational data provided by THEA.

These composite reviews together with THEA's construction work plan have enabled us to develop an additional 5-year Preventive Maintenance Work Plan to continue on the new contract. In addition to the 5-year Preventive Maintenance Work Plan, we have developed a projected 10 year analysis based on our experience. In close consultation with THEA, this plan will be reviewed continuously and updated at least on an annual frequency.

Through our extensive experience on this network we have identified the target areas of focus that we know that if we deliver a heightened level of awareness in our schedule and overcome the challenges that exist, we will meet the level of service that we, and more importantly, THEA expect:

THEA Local Lanes – Leroy Selmon Expressway Limited Access Toll Road SR 618

• 60 Centerline miles

Fencing

There are areas present where vegetation growth has damaged sections of the fence line, and there are also areas of vegetation where the residents would prefer to have the barrier of vegetation as a shield from traffic.

We understand these challenges and will be providing a heightened level of awareness to improve the fencing condition moving forward. We will use our daily routine patrols to identify sections of fence that will flow through to our annual work plan. From there we will schedule weekly repairs and consistently analyze the work load to ensure we are meeting the desired MRP expectation.

Lighting

Lighting on the south end due to the age of the system causes circuit issues on a regular basis. We will perform routine nightly inspections twice a month to help identify any outage needs. We perform a night time review after any major weather event. In addition with any other night time work we run the system to check the lights. This heighten level of inspection provides us with a work plan that routinely meets our needs.

Tree Trimming

Tree trimming activities represent additional tasks and challenges in order to complete, such as work time limitations, access to trees, MOT lane closures and restriction of noise from 10pm to 5am. We have worked through these challenges diligently in the past and will aim to continue to improve and streamline the process. Tree trimming



also is routinely scheduled to be performed monthly with an increase in frequency based on our daily routine patrols or again after any major storm event.

Drainage

Drain cleaning on the south end of the Expressway, particularly in the CSX region, requires not only extensive prior notice from THEA to the CSX Railroad, but also necessitates the filing of appropriate permits and paperwork. Cleaning the drains along the CSX rails proves to be extremely challenging and has resulted in MRP failures in the past.

We work diligently with THEA and CSX to ensure we have access and when granted adjust our schedule accordingly so that we can perform the work. We have identified that it takes roughly two weeks from approval to enter and clean all the drains and will apply this knowledge to the new contract.

Bridges

The Selmon Expressway consists of a large amount of concrete bridges that are as old as 42 years and the wear of the concrete is starting to result in cracking and spalling. Increased awareness through our comprehensive inspection schedule will allow for early detection and programming of remedial works.

THEA Reversible Elevated Lanes (REL), Meridian Ave., Lakewood Drive Limited Access Toll Road SR 618A

• 30 Centerline miles

Drainage

Drain cleaning on the REL section of the Expressway is a continual process with both the internal and external drains. Given this structure is a segmental box girder bridge, it has main trunk lines inside that carries discharge to main exits at the piers and the continual movement of the bridge causes separation of the internal pipes. In order to access the inside of the bridge all employee must have confined space training. We will continue to monitor this drainage system closely and clean on an annual schedule.

THEA Brandon Parkway, Brandon Main Street Limited Access Toll Road SR 628

• 8 Centerline miles

SR 628 section of the Expressway is highly populated with pedestrians and the key focuses here are, lighting, striping and roadway markings, and sweeping. We understand that the aesthetics of this area is critical and commit to continuing to work seamlessly and proactively in order to continue to deliver a high level of services in a very visual location.

Delivering services to areas of high aesthetic importance is not new to Broadspectrum. In addition to the highly visible sections of the Brandon Parkway, we also deliver specific landscape beautification services not far away in Orlando on SR192: the gateway to Disney. Broadspectrum has the expertise and experience to provide high quality services to highly visible areas.

Broadspectrum's established annual maintenance plan has been developed and continually improved over the duration of the current contract; its effectiveness is validated through our consistent ability to achieve MRP targets and exceed contractual performance targets.

Broadspectrum's Established Partnerships with Clients lead to Effective Contract Management

"This contractor exemplifies the Department's goal of Asset Maintenance"

AMPER Report Period Oct 2015 - Mar 2016



3. RESPONSIVE INCIDENT MANAGEMENT & INNOVATIVE APPROACHES

Broadspectrum's approach to incident and emergency response and management begins with an acute understanding of the importance of restoring service to the network as quickly and safely as possible after each event. Our process includes a comprehensive training platform, planning through an Emergency Management Plan, and supporting the site operation with firsthand knowledge of incidents that have occurred on the network over the last 8.5 years. Our understanding of incident response on the existing contract has led us to establish close relationships with first responder agencies thus allowing for successful communication and a safe, expeditious outcome.

We have identified the following key stakeholders with whom Broadspectrum has established strong working relationships to successfully respond to incidents:

- Florida Highway Patrol (FHP)
- Tampa Police Department (TPD)
- Hillsborough County Sheriff's Office (HCSO)
- Road Rangers
- Florida Traffic Management Center (TMC), District 7

Broadspectrum's Service Delivery Team relies on partnerships with first responders to ensure optimized communications throughout incidents and emergencies on and around the expressway.

EMERGENCY MANAGEMENT PLAN

Broadspectrum's Emergency Management Plan (EMP) is tailored to the specific challenges that occur within the THEA contract. There is no substitute for hands-on experience through active participation and the accomplishments that the Broadspectrum team possesses. It is that specific experience which has molded our EMP to maximize public safety and meet the following objectives:

- Ensure accurate, consistent and timely communication with the traveling public, THEA, the TMC, emergency services and all relevant stakeholders.
- Minimize response times in order to quickly establish a safe scene, reducing the likelihood of secondary accidents and congestion impacts.
- Maintain positive working relationships with public officials, emergency response agencies, the media, the public and all mutually identified stakeholders.
- Regularly review, amend and continually improve plans and procedures which take into account lessons learned and post-incident reviews. Update our EMP on an annual basis.
- Respond to, and manage, potential incidents created by vehicle accidents, hazardous/non-hazardous spills, and natural or man-made disasters.
- Maximize safe conditions for the traveling public by having resources that are poised to respond to all types of potential emergencies.
- Identify and ensure complete understanding of roles and responsibilities of all contract staff through thorough training programs.
- Outline approved repair methods when structural assets are damaged, including procedures for obtaining engineering plans from our partner CAB Engineering Co.

Our EMP is consistent with Federal Highway Administration (FHWA) and Federal Emergency Management Agency (FEMA) guidelines, as well as all State and Federal emergency management requirements. The EMP also addresses Broadspectrum's responsibilities outlined in the asset maintenance scope of services and is updated each April with valued input from all relevant stakeholders.

Broadspectrum's EMP outlines procedures for all incidents, including:

- Natural disasters including hurricanes, tornadoes, sink-holes, wildfires, floods, earthquakes and storm surge.
- Major accidents involving motorcycles, automobiles, tractor trailers, recreational and combination vehicles, with or without fatalities.



- Major fuel, chemical and hazardous material spills.
- Various levels of damage to THEA assets and structures regardless of cause.

APPROACH AND METHODS

Broadspectrum categorizes emergency management into two classifications – Governor Declared Emergencies and Other Emergencies. For Governor Declared Emergencies, Broadspectrum performs pre-event preparation and provides initial post-event response to protect the traveling public from grievous hazards created by the incident. For Other Emergencies, Broadspectrum performs all aspects of responding to the incident, including pre-event preparation, post-event initial response and post-event cleanup and repair. For both classifications of Emergency Management, Broadspectrum performs the following activities before every foreseeable Emergency Management incident:

- Contact vendors and subcontractors to verify quantity, availability, and priority of appropriate equipment and personnel; develop complete up-to-date lists of equipment resources and staging locations and all stockpiled materials.
- In case of possible area evacuations, Broadspectrum is prepared to assist in the implementation of one-way evacuation plans including the pre-staging of necessary one-way evacuation resources.
- If directed by THEA, implement one-way evacuation and remove devices when complete.
- Secure and lock down all structures and facilities covered under the contract.
- Secure all existing contract worksites.
- Lower all high mast lights within the projected path of a hurricane where winds are projected to be category two or higher, if directed by THEA.
- Produce and provide THEA with detailed costs for all federally reimbursed items as outlined in the Scope of Services.

In addition, Broadspectrum performs, at the direction of THEA, the following pre-event activities:

• Supplement Road Ranger Service Patrols and provide fuel assistance to stranded motorists.

Broadspectrum also performs the following post-event activities:

- Search all roadways, structures, and facilities covered by this contract for grievous hazards; and where required, safely clear debris in order to mitigate hazards.
- Immediately respond and perform traffic control, set up safety devices, and layout established or improvised detour routes in order to protect the traveling public from grievous hazards created by the incident/event.
- Notify THEA's designated contact person immediately upon occurrence of all major incidents/events and immediately upon lane closure for all roadway and/or structure closures. Notify THEA again upon roadway and/or structure reopening.
- Inspect, perform any minor repairs, and raise all high mast lighting back to their original positions as directed by THEA.
- Assist THEA in performing all damage assessment reviews per the Damage Assessment Review Guidelines.
- Perform repairs on non-qualifying sites as outlined in FEMA and FHWA Guidelines.

OTHER EMERGENCIES

Broadspectrum responds to emergencies and deploys resources according to the goals established in the Open Roads Policy. Broadspectrum arrives on site prepared to take necessary action with appropriate manpower and emergency response equipment and will relieve law enforcement personnel of traffic control functions within 15 minutes of arrival. All aspects of traffic control related to the incident, including coordination with governmental agencies, is managed by Broadspectrum. Detour routes that extend outside the limits of the contract are accomplished. Notification is made to the designated THEA contact immediately upon occurrence of all major incidents and immediately upon any lane restrictions.

As a result of our experience and operating knowledge of this contract, Broadspectrum has predetermined detour routes in place, provided in *Appendix C*. Often, the most efficient and effective detour routes involve



roadways maintained by local jurisdictions. Detoured traffic on such roads requires pre-planning and coordination with local agencies in order to ensure best possible detour routes and to minimize their potential negative impacts. Broadspectrum routinely meets with all local officials to facilitate a plan that best meets their needs and expectations.

RESPONSE CAPABILITIES

Broadspectrum has a large stockpile of traffic control devices, tools and equipment secured at an onsite warehouse and at our strategically located office. In addition, all vehicles are outfitted to enable quick response to any area of the contract. Broadspectrum employees are trained in incident response, empowering them to make decisions and gather pertinent information from the source reporting the incident, and direct appropriate response. Broadspectrum deploys resources within 15 minutes of arriving on site, 24 hours a day, seven days a week, including holidays, for emergencies occurring within the THEA Roadways and Bridges contract limits. In addition, Broadspectrum notifies THEA immediately of all lane closures, status updates and re-openings upon occurrence.

Broadspectrum is always available via our advertised "hot phone" (813-917-2161), with which all possible impacted agencies are intimately familiar. During weekday working hours of 7:30 a.m. to 4:00 p.m., this line is answered by the Project Administrator. After hours, it is answered by a member of the management team responsible for coordinating the response. Supporting this individual are four on-call technicians with traffic control equipped company vehicles, ready for immediate deployment to ensure that all response requirements are met.

Broadspectrum equips incident first responders with laptops mounted in work trucks with internet connection and area-tested smart phone technology so that on-site staff can communicate anywhere, any time. GPS technology allows field personnel to provide real-time data to contract offices, the TMC and other involved agencies. In the event that cellular phone service is interrupted, we have 24-hour phone rosters with home phone numbers for contacting land lines as a backup.

In severe emergency cases when all communication systems have failed, Broadspectrum has plans in place for the team to meet at specified times and places to provide face-to-face communications and utilize couriers to transfer critical information to THEA.

Given that the Selmon Expressway is situated near the Gulf Coast, Broadspectrum is integrated with local, regional and state-wide emergency operations plans. Our successful response to emergencies lies in knowing what to do ahead of time and having plans prepared, understood, and coordinated with other area responders. This capability is driven by our experience on the current THEA Roadways and Bridges contract and throughout the state of Florida, and our in-place relationships with numerous state agencies: local, regional, and state emergency management officials, and federal officials.

POST INCIDENT AND EMERGENCY REVIEWS

Broadspectrum will produce follow-up reports on large scale or complex emergencies by conducting post-incident review sessions incorporating all affected parties, including municipalities. Accident reports can be obtained from County Sheriff Offices and analyzed to determine how similar occurrences can be mitigated in the future. Post-incident findings will be communicated to THEA and state and local first responders in an effort to

Broadspectrum continues to meet the challenges presented with increased traffic on the roadway and handles accidents through the use of effective MOT in a timely manner.

"Tampa's Lee Roy Selmon Expressway, operated by the Tampa-Hillsborough Express Authority, saw a 25 percent increase in traffic between 2014 and 2015 [...] the highest percentage increase in the nation"

Retrieved from "Report: Lee Roy Selmon Ranks First Nationally In Increased Toll Road Use"

better orchestrate our combined future efforts. Recognizing trends in accidents and applying lessons learned to the process will help to minimize future accidents and resultant delays.



Case Study: Broadspectrum Responds to Fatal Wrong-Way Crash

Hillsborough County Sheriff Deputy John Robert Kotfila, Jr. was tragically killed when his car collided head on with a vehicle traveling in the wrong direction of the Reversible Elevated Lanes (REL) of the Selmon Expressway.

Broadspectrum understands its role in incident and emergency response and trains and prepares accordingly. At all times we are on call through our "Hot Phone" which all Traffic Control Operators and subsequent responding agencies are intimately familiar. All employees have strong relationships with the TMC operators to ensure optimized communications throughout incidents and emergencies on and around the expressway.

INCIDENT RESPONSE - MARCH 12, 2016



- ▶ Broadspectrum on call personnel notified by TMC, advised of the following:
 - ► Serious vehicle incident occurred on Selmon Expressway elevated lanes at Mile Marker 14, at west approach of I-75 overpass.
 - ▶ Response requirements (e.g., eastbound entrance ramps to be closed, emergency services to be on site, etc.).
- ► Immediately after, Zone Supervisor communicated with Project Manager and instigated response.

3:40 A.M

- ▶ Broadspectrum PM, Zone Superintendent and Lead Technician arrived on site within 19 minutes and immediately checked in with nominated incident Commander ensuring clear direction and instructions.
- ► Broadspectrum established MOT at specified locations.
- ▶ Broadspectrum activated the detour of the REL through our long standing partnership with local authorities: FHP, HCSO and TPD.
- ▶ Broadspectrum followed our detour plan, displayed in Appendix C, and closed entrance slip ramps at 34th St. and 78th St. Traffic diverted to Selmon Expressway local lanes.
- ► While maintaining and monitoring MOT, Broadspectrum continued communications with Incident Commander, TMC, THEA and Broadspectrum management.
- ► Broadspectrum PM, Zone Superintendent and Lead Technician arrived on site within 19 minutes and immediately checked in with nominated incident Commander ensuring clear direction and instructions.

10:00 A.M

▶ Incident Commander and HSCO advised Broadspectrum that MOT could be cleared and lanes opened to general public.

10:10 A.M

► All MOT safely retrieved and lanes opened.

INCIDENT INVESTIGATION - MARCH 23, 2016

Understanding that a thorough investigation needed to take place, Broadspectrum was on call to assist in any way, including supporting with traffic management and safe access to all areas required by HSCO.



9:30 A.M.

► In collaboration with HSCO, Broadspectrum closed eastbound elevated lanes from US301 to Brandon Town Center Blvd to allow investigation of facility.



11:00 A.M.

- ► HSCO advised Broadspectrum that MOT could be cleared and lanes opened to general public.
- ► All MOT safely retrieved and lanes opened.

POST INCIDENT REVIEW

Respecting that all incidents are different and some, like this, are tragic in their outcomes, we still see the benefit and importance in reviewing the incident and the incident response to understand if anything can be done better in the future to orchestrate our own or combined efforts. Recognizing trends in accidents and applying lessons learned to the process will help to minimize future accidents and resultant delays.

In the post incident review of this incident THEA and Broadspectrum talked through the incident and the response thoroughly and we received positive feedback under the circumstances.



INNOVATIVE APPROACHES

As stated, Broadspectrum is now an integral member of the Ferrovial Group, and as such now shares a vision of innovative thinking and approaches to maximize value to our collective clients.

Innovation is one of the group's key pillars for addressing the challenging and changing environment that we operate in on a daily basis. The arrival of new technologies and the demands of citizens and infrastructure users forces a more social, collaborative, efficient, safe and environmentally driven service delivery model. These are the challenges that we overcome through tangible innovation.

Leveraging this capability with 8.5 years of experience on the THEA assets, you will be getting a history of demonstrated performance and a proven partner. While most innovations are driven by specific project needs, Broadspectrum commits to constantly reviewing and investigating new ideas and technologies that will deliver performance and efficiencies in operations to our projects and clients.

Through partnering with THEA, Broadspectrum sees potential in a variety of areas to implement innovative ideas and processes to maximize value:

A HOLISTIC COLLABORATIVE APPROACH

Our delivery model has a dual approach. We channel innovation and best practice sharing through our global Centres of Excellence (CoE) located in Madrid, London and Sydney, which define the areas of focus and new technologies, whilst our Contract Delivery Teams are responsible for the implementation of operation efficiencies where we can provide benefit and value to our clients.

MIGUEL TABARES, OPERATIONS IMPROVEMENT MANAGER

Mr Tabares has recently been announced as the new Operations Improvement Manager for Broadspectrum and is in the process of relocating from Ferrovial Services to work with us in Broadspectrum, based here in the US. Previously responsible for managing one of Ferrovial Services largest tunnel and road O&M projects, he brings specialized knowledge of roadway management and associated technologies. Working with the centers of excellence and with his strong innovative flair, we are excited to have Mr. Tabares within the Broadspectrum business, driving innovation across our portfolio.

PROVEN ENERGY EFFICIENCY SOLUTIONS

There are over 4000 lights that burn on the THEA network for this contract with High Pressure Sodium (HPS) luminaires. Broadspectrum together with the in depth knowledge and capability of the CoE's could analyse the benefits of upgrading the system to light emitting diode (LED) luminaires and what potential energy cost savings could eventuate for THEA. Broadspectrum has full access to Energy Efficiency Software that allows for optimization of the system including simulating bills based on past consumption data and prices. The application of the analysis, potential implementation of the proposed improvements, and monitoring through software is an opportunity to strengthen the partnerships between Broadspectrum and THEA.

With the financial strength of Ferrovial, Broadspectrum now has the financial capability to be able to offer THEA the option to partner and potentially invest with THEA to produce the best solutions available.

MANAGEMENT AND MONITORING OF INCIDENT TRENDS

Broadspectrum proposes to take a lead role in monitoring incidents on the THEA network to potentially identify trends and partner with THEA to find ways to assist in predicting and reducing frequencies.

FLEET MANAGEMENT SYSTEMS

Broadspectrum is in the process of investigating and implementing real time GPS tracking and vehicle telematics for its national fleet. Several pilot sites have implemented the technology and are experiencing the benefits of increased safety and efficiency from this relatively new technology. Some of the specific benefits this brings to our teams are as follows:



Real-time GPS Tracking enables the following:

- Locate vehicles 24/7 from a live map on PC or iPhone
- Find the closest driver to an event from a centralized dashboard
- View and store trip history
- Get alerted when vehicles arrive/depart preconfigured geofences
- Manage vehicle use outside of working hours



OBD II Telematics provides the following abilities:

- Monitor fuel levels and locate the nearest gas station when fuel is low
- Be immediately notified of engine issues or a draining battery
- Measure mileage and vehicle utilization
- Manage idling, speeding and overall fuel usage
- Enforce compliance with speed limits
- Monitor hard braking or rapid accelerations
- Coach drivers using Scorecard reports
- Verify arrival and departure time from job sites

Other innovative approaches that are currently under consideration include:

Maintenance management platform enabling geo-location of infrastructure items, which can integrate multibusiness, multi contract and multi service data depending on the contract and client.

Drones for bridge inspections. The use of this technology allows access to the underside of bridges without the the traffic control requirements and improves the safety of our employees.

Street Scanner, a vehicle-mounted device that captures data from features of the main assets of the roads in order to improve maintenance. Street Scanner offers functionality in four major areas: status of highway/street light, classification of roads, pavement surface status, and an inventory of the main infrastructure assets.

Safe Work Zones through sensors to measure worker exposure to physical danger. Driven by our number one focus, Health and Safety, this system utilizes environmental sensors and beacons to measure exposure of workers to physical dangers, noise, ultraviolet radiation, and pollutants to name a few.

Smart Workwear, the use of sensorized textiles that measure heart rates, movement and stress levels in order to improve safety and well-being at work and understand operational implications for our employees' health.

4. WORKING WITH AND DEVELOPING SMALL BUSINESS ENTERPRISES

It is our policy that Small Business Enterprise (SBE) businesses shall have an equal opportunity to participate as subcontractors and suppliers on all contracts. Broadspectrum and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts.

Broadspectrum will continue to use our proven contractor outreach mechanisms to bring more SBEs into the road asset maintenance industry. As we attract and facilitate the certifications of new DBE companies, we will strengthen the local industry and help THEA achieve its goal to support small businesses and use their valuable services.

SBE RECRUITMENT

Broadspectrum's success on our contracts is a direct reflection of the partnerships we foster with both our clients and subcontractors. Throughout the years, we have demonstrated a strong commitment to building business opportunities through subcontracting, particularly among minority, disadvantaged, and emerging businesses.

Broadspectrum actively seeks and encourages local individuals and businesses to participate as subcontractors. We assist them as needed with support and training to successfully compete in the bid environment.



SBE OUTREACH ACTION PLAN

Broadspectrum conducts contractor outreach meetings on our new and ongoing contracts. Our community relations professionals and Project Managers pay special attention to recruiting, training, and soliciting bids from SBEs.

Broadspectrum provides THEA with extensive experience in subcontractor outreach and development, and a base of qualified local contractors, including SBEs.

Throughout our asset maintenance contracts in Florida and the US, Broadspectrum has established programs and procedures designed to recruit and retain quality and qualified subcontractors of all types, including SBEs.

The following established plan guides our outreach and development efforts:

1. Designation of Liaison Officer

Broadspectrum has appointed a Liaison Officer to develop and maintain the SBE Policy and Plan. The Liaison Officer has primary responsibility for developing, maintaining and monitoring the utilization of SBE subcontractors in addition to the following specific duties:

- A. Ensure that Broadspectrum is aggressively soliciting bids from SBE subcontractors for this Authority contract.
- B. Ensure that records, reports and documents required by THEA for this contract are submitted and maintained for a period of not less than three years, or as directed by THEA.

Ms. Mickie Salter, Community Relations Manager, has been designated Liaison Officer with responsibility for implementing Broadspectrum's SBE Policy and Plan in accordance with the requirements of THEA.

Broadspectrum currently utilizes 23 SBE firms in the State of Florida.

2. SBE Outreach Methods

- A. Attend pre-solicitation or pre-bid meetings held by THEA to inform SBE subcontractors of opportunities.
- B. Connect and communicate with THEA's SBE Liaison on an ongoing basis.
- C. Advertise in minority focused media concerning subcontract opportunities.
- D. Provide written notice to certified SBE subcontractors in the geographical area where the work is to be subcontracted.
- E. Follow up with initial solicitations of interest to SBE subcontractors that have indicated an ability and willingness to participate in contracts.
- F. Select portions of the work to be performed by SBEs in order to increase the likelihood of meeting contract goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate SBE participation);
- G. Develop mechanism to provide interested SBEs with adequate information about the plans, specifications or requirements of the contract.
- H. Make effective use of the services of available small business and community organizations; small business contractor groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of SBEs. Broadspectrum understands the above list of outreach methods is not exhaustive and may include additional approaches as determined necessary.

3. Implementation

Broadspectrum will, as an expression of good faith, seek to utilize SBE subcontractors where work is to be subcontracted.

4. Reporting

Broadspectrum will keep and maintain such records as are necessary to determine compliance with its SBE Policy and Plan.



Broadspectrum has worked hand in hand with SBEs to assist them in pursuing and obtaining their certifications. Examples of our commitment to the SBE Program in the State of Florida are displayed below. Complete copies of the letters are displayed in Appendix D.

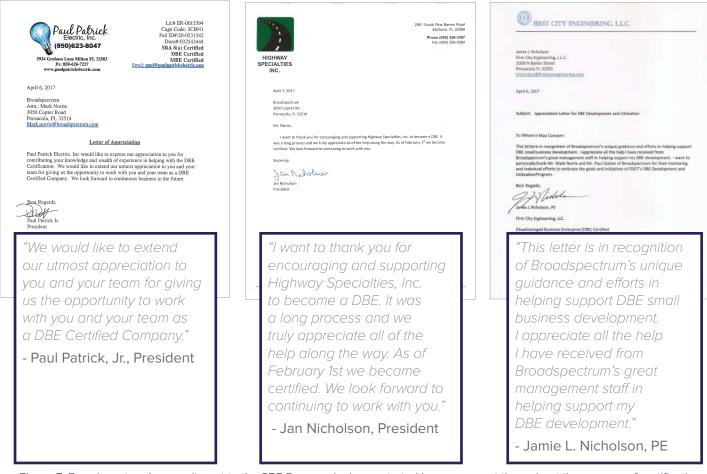
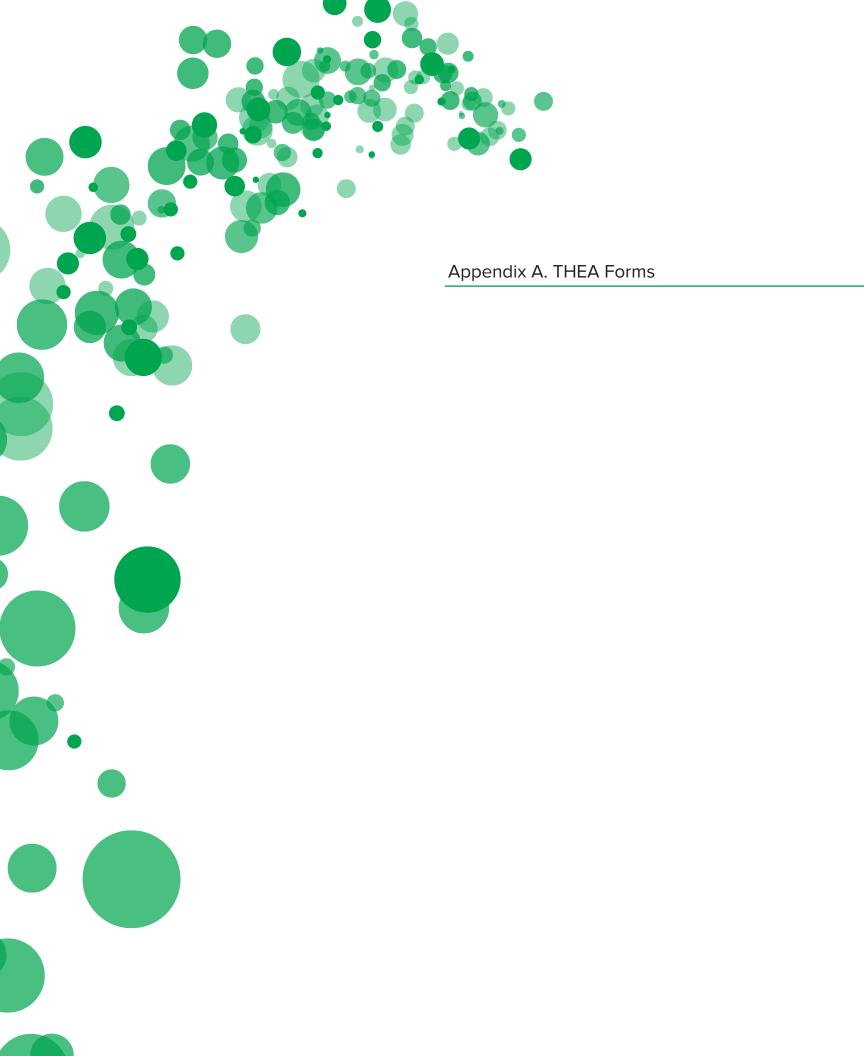


Figure 7: Broadspectrum's commitment to the SBE Program is demonstrated by our support throughout the process of certification

5. PRICE PROPOSAL

Broadspectrum has provided lump sum pricing for five years of the total contract and for the optional renewal period on THEA's Form 1 - Bid Proposal Form, located in *Appendix A*.



SECTION B

REQUIRED FORMS

Required forms to be completed, signed, notarized when indicated and included in Bidder's Bid Package:

FORM 1: Bid Proposal Form

FORM 2: Contractor's Questionnaire

FORM 3: Public Entity Crimes Statement

FORM 4: Anticipated SBE Participation Statement

FORM 5: Conflicts of Interest Statement

FORM 6: Certification Regarding Scrutinized Companies Lists

FORM 7: Declaration of Joint Venture and Power of Attorney (for use only if Bidder is

submitting a Bid Package as a "Joint Venture" firm)

FORM 8: Acknowledgement of receipt of Addendum / Letter of Clarification

FORM 9: Bidder's Bid Package Review Checklist (For Bidder's use, not required to be

included in Bidder's Bid Package.)

Note: Failure to submit the required forms may result in Bidder's Bid Package being determined non-responsive and rejected.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

FORM 1 - BID PROPOSAL FORM

FOR

REQUEST FOR PROPOSAL

ASSET MANAGEMENT SERVICES



1330 Post Oak Blvd., Suite #1250 Houston, TEXAS 77056 Telephone: (713) 964-2800 Facsimile: (713) 964-2801

BID PROPOSAL FORM

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA)

Date: May 5, 2017

Attention: Man Le

Contracts and Procurement Manager 1104 East Twiggs Street, Suite 300 Tampa, FL 33602	
Subject: ASSET MANAGEMENT SERVICE	ES ~ RFP O-00617
Dear THEA:	
Having carefully examined the Instructions to Bide the terms of the Contract, General Provisions, Su Provisions and Plans or Drawings (if issued), of the well as the premises and the conditions affecting furnish all labor and materials called for by them at the entire work within the time period indicated in prices presented in the price schedules included in	pplementary General Provisions, Special ne above subject Project and Contract, as the work, the undersigned proposes to and equipment necessary and to accomplish accordance with the said documents for the
The total lump sum bid price for five years of the t\$8,066,532.60(dollars), con	
Year 1 ~ Asset Management	\$ 1,575,000.00
Year 2 ~ Asset Management	\$ _1,575,000.00_
Year 3 ~ Asset Management	\$ <u>1,606,500.00</u>
Year 4 ~ Asset Management	\$ 1,638,630.00
Year 5 ~ Asset Management	\$ <u>1,671,402.60</u>
Total 2 Year optional renewal period, do not inclu	ude in total contract price
Year 6 ~ Asset Management	\$ 1,704,830.65
Year 7 ~ Asset Management	\$ <u>1,738,927.27</u>

BID FORM

The undersigned Bidder agrees to keep this offer open for acceptance for One Hundred Twenty (120) days after date of opening of bids. The undersigned Bidder acknowledges that it has received, considered and included the changes identified in the Addenda issued for this solicitation in its Bid Package. (Note that all other items, conditions, specifications included in the RFP Instructions and Submittal Documents not specifically changed by Addendum remain unchanged.)

The undersigned Bidder acknowledges that it has read, and understands, THEA's SBE Policy. Attached with the Contractor's bid is a completed "Anticipated SBE Participation Statement" which Contractor attests to be its action plan for including Small Business Enterprise Firms on this Contract to meet THEA's SBE Policy.

The signer of this Bid Proposal Form, as Bidder, hereby declares that the only person, persons, company or parties interested in this Bid as principals are named herein, that this Bid is made without connection with any other person, persons, company or parties submitting a Bid; and that it is in all respects fair and in good faith, without collusion or fraud. Sworn statement pursuant to Section 287.133, *Florida Statutes*, on Public Entity Crimes is attached hereto.

The undersigned Bidder agrees that the submission of any response to this RFP constitutes a response under the same terms and conditions, and for the same effective period, to all governmental entities that <u>may elect</u> to utilize the Bidder selected under this RFP at their option by negotiating their own agreement and coordinating the requirements with the successful Bidder pursuant to Sections 69-1112 and 69-1119, *Laws of Florida*.

The undersigned Bidder further agrees THEA will not be responsible for any transactions between the successful Bidder and any other State, Federal or other governmental entity that may elect to utilize this Bid. All terms, prices and conditions will apply between the Bidder and any other governmental entity utilizing this Bid. As a condition of using the successful Bidder from this RFP, the Governmental Entity and Bidder shall hold the THEA harmless from any claims or lawsuits that may arise.

BY: Gonzalo Canete SIGNATURE (Signature Printed or Typed) Broadspectrum Infrastructure, Inc. Senior Vice President (Typed or Printed Name of Company) Title 1330 Post Oak Boulevard, Suite #1250 Virginia (Address of Company) State of Incorporation Houston, Texas 77056 (Address of Company) (713) 964-2800 (Company Telephone Number)

NOTE: If Bidder is a corporation, indicate the State of Incorporation under the signature; and if a partnership, give full name of all parties.

[END OF FORM 1 - BID PROPOSAL FORM]

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY

FORM 2 – CONTRACTOR'S QUESTIONNAIRE

FOR

REQUEST FOR PROPOSAL

ASSET MANAGEMENT SERVICES

CONTRACTOR'S QUESTIONNAIRE

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

1.

2.

BUS	INESS INF	ORN	IATION:		
1.1.	Name of Primary Contractor (Bidder): Broadspectrum Infrastructure Inc.				
1.2 7802E		•	imary office which will handle th Place Tampa, Florida 33637	nis project:	
1.3	Business	s Org	anization:		
	a.		Number of years your firm (un Business: 22 years	der any name) has been in	
	b.		With same person in top mana	agement position 5 years	
	C.		Under present name	1 year	
	d.		Number of years in Florida	16 years	
	e.		Total number of full-time staff_	375	
	f.		Additional Part-time Staff	37	
	g.		States in which you have perfo	ormed activities: 10	
1.4	ACKA (st Geers (pr (pond land) (electrical)	tripin ressu ndsca al and	ntractors on this project: <u>ACME</u> g and symbols), Cheyenne (gua ure washing), Great Bay Landso aping), PHM (attenuators and lighting), Transcore (electrical city of St. Petersburg (sweeping	ardrail, patching, fencing), cape (mowing), Mark Smith ghting), Rob Michael Inc. and lighting), USA Services	
EXPE	RIENCE A	ND	REFERENCES:		
2.1 E	Experience:	:			
	2.1.1. S	tate 1	the total asset management vol organization has been respon	lume and value that your sible for in the past five years in:	
	a. b.		Total Dollar value Number of Contracts	\$ 1,162,168,849.62 26	

	a.	Dollar Value	\$ 1,162,168,849.62
	b.	Number of government projects	_26
2.2	within the past	ation on at least three projects that five (5) years that were similar to the starting with the last project:	
	2.2.1 <u>Project</u>	<u>t # 1:</u>	
	a. Date Projec	ct Completed: N/A (in progress)	
	-	ne: Maintenance Management Pro	gram for the THEA
	-	and Bridges	
	c. Owner Nan	ne: <u>Tampa-Hillsborough Expresswa</u>	ay Authority
	d. Owner Add	ress: 1104 E Twiggs St #300, Tam	pa, FL 33602
	e. Owner Tele	ephone: <u>813-272-6740</u>	
	f. Name of Re	eference for this Project: <u>Terry Opc</u>	lyke
	g. Relationshi	p of Reference to Owner: General	Contractor Inspector
		osition Reference held for this Projector	ot:
		where Reference was employed for sborough Expressway Authority	this Project:
	j. Reference's	s Telephone: 863-412-4026	
	k. Dollar Amo	unt: <u>\$11,559,</u> 944	
	I. List any oth	er special criteria – i.e. specialized r ked: <u>Perform baseline MRP, then r</u>	
	·	<u>from 84 up to a minimum 90 inside t</u>	
		tract. Maintain the condition of the a	
		a target of 94. Please see results of	•
		our Specific Scope of Work: <u>Comp</u>	
	•	essway right of way to include all ro	
	_	drainage, ponds, and structures. In	
	services. B	roadspectrum also performs incider	nt and emergency response

2.1.2. List the dollar volume and number of governmental projects you have completed in the past 5 years:

n.	Beginning and Ending Contract Amount: \$1,300,000 - \$1,598,836
0.	Your Participation was: Asset maintenance contractor
p.	Completion Date: 30 June 2017
q.	Was Project completed on time? <u>In progress and on schedule</u>
r.	Was Project completed within budget? Yes, on budget
s.	If not, explain: N/A
t.	Penalties imposed? (Yes or No; if Yes, explain) No
u.	Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): No
٧.	If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. SBE percentage required not stipulated however we have made good faith efforts to utilize SBEs where possible.
W.	Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: Coops Cleaning Service 813-754-9577, Williams Landscape Mgmt. Co. 813-628-8048, AmRoad LLC. 954-962-1600, MK Guardrail, Inc. 954-962-8421, Southern Site Restoration Inc. 813-361-6973
х.	List Key personnel and their role on the project. <u>Scott Chase, Project</u>
	Manager; Art Davison, Superintendent; Sharon Davison, Administrator;
	Paul Staton, Senior Operations Manager. Refer to technical proposal
	for specific roles on the project.
	[Use additional sheets as necessary.]
2.2	2.2 <u>Project # 2:</u>
a.	Date Project Completed: N/A (in progress)
b.	Project Name: US36 Managed Lanes Public Private Partnership (PPP)
c.	Owner Name: Colorado Department of Transportation (CDOT)
d.	Owner Address: 7100 B Pennsylvania Ave., Thornton Co. 80229
e.	Owner Telephone: <u>970-379-1120</u>
f.	Name of Reference for this Project: _Simon Stachnik
g.	Relationship of Reference to Owner: Project Manager - Concessionaire RFP No. O-00617~ Page 32 of 125

h.	Title and Position Reference held for this Project: <u>Project Manager – Concessionaire</u>
i.	Firm name where Reference was employed for this Project: Plenary Roads Denver (Concessionaire)
j.	Reference's Telephone: 303-905-1340
k.	Dollar Amount: \$103,558,954 (22 year lump sum)
I.	List any other special criteria – i.e. specialized repair or equipment, etc. worked: Design review, liaising with lead design and construction firms during construction period to ensure maintainability and accessibility for the operating periods, summer maintenance and winter maintenance, including managing winter storm events.
m.	Describe Your Specific Scope of Work: Fully inclusive operations,
	maintenance and rehabilitation services of US36 and I25 managed and
	general purpose lanes from Denver to Boulder; lead Operator for the Concessionaire, who is ultimately responsible to hand back the asset after the 50 year concession.
n.	General Contract Amount: \$103,558,954 (22 year lump sum)
0.	Your Participation was: <u>Lead operator to deliver operations, maintenance</u> and rehabilitation services.
p.	Completion Date: December 2035
q.	Was Project completed on time? N/A (In progress and on schedule)
r.	Was Project completed within budget? Yes, on budget
s.	If not, explain: N/A
t.	Penalties imposed? (Yes or No; if Yes, explain) No
u.	Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): No
٧.	If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal.
	SBE percentage required not stipulated however we have made good faith efforts to utilize SBE's where possible.
	onorto to danizo ODE o whole possible.

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: N/A
- x. List Key personnel and their role on the project. <u>Justin Doles, Project</u>

 <u>Manager; Frank Block, Project Engineer; Lauren Roberts, Project</u>

 Administrator

[Use additional sheets as necessary.]

2.2.3 Project # 3:

- a. Date Project Completed: N/A (In progress)
- b. Project Name: <u>Asset maintenance services on state roads and bridges in Franklin, Gulf, Jefferson, Liberty and Wakulla counties (5-County)</u>
 (Contract Number E3O40).
- c. Owner Name: Florida Department of Transportation (District 3)
- d. Owner Address: Highway 90 East, Chipley, Florida 3242
- e. Owner Telephone: <u>850-330-1250</u>
- f. Name of Reference for this Project: Shannon Harris
- g. Relationship of Reference to Owner: Contract Manager
- h. Title and Position Reference held for this Project: Contract Manager
- i. Firm name where Reference was employed for this Project: <u>Florida</u>
 Department of Transportation
- j. Reference's Telephone: 850-688-6556
- k. Dollar Amount: <u>\$30,972,000</u>
- I. List any other special criteria i.e. specialized repair or equipment, etc. worked: Management of wildflower maintenance program, enhanced traffic services requirements, and providing a robust Quality Management Plan.
- m. Describe Your Specific Scope of Work: Fence to fence asset
 maintenance services on state roads and bridges in Franklin, Gulf,
 Jefferson, Liberty and Wakulla counties within five counties in the
 panhandle of Florida.
- n. General Contract Amount: \$30,972,000 RFP No. O-00617~ Page 34 of 125

0.	Your Participation was: Asset maintenance contractor
p.	Completion Date: 30 June 2022
q.	Was Project completed on time? N/A (In progress and on schedule)
r.	Was Project completed within budget? Yes
s.	If not explain: N/A
t.	Penalties imposed? (Yes or No; if Yes explain) No
u.	Any liens, claims, or lawsuits? (Yes or No, if Yes explain): No
V.	If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal.
	FDOT established a target objective of 4.2% and we are currently
	achieving a level of 4.2%
W.	Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: Cause I Can LLC 850-358-1517, Seminole Sale
	407-814-0797
х.	List Key personnel and their role on the project. John Howell, Project
	Manager; Benny Jacobs, Deputy Project Manager; Paul Staton, Senior
	Operations Manager; Gary Weeks, Structures Manager; David Sheaffer,
	Regional Quality Manager

[Use additional sheets as necessary.]

3. STAFF AND EQUIPMENT:

3.1 Provide information on Contractor's staff that will be assigned to this Project including name, years' experience, credentials and professional licenses including their Maintenance of Traffic Certifications.

POSITION	EMPLOYEE NAME	CREDENTIALS & PROFESSIONAL LICENSE	YEARS EXP
Project Manager	Scott Chase	AMOT	33
Superintendent	Art Davison	AMOT	10
Project Administrator	Sharon Davison	BS in Business Administration	6

Lead Maintenance Technician	Candelario Sanchez	AMOT	13
Maintenance Technician	Doug Porter	AMOT	5
Maintenance Technician	Robert McComas	AMOT	0.5
Maintenance Technician	TBD	AMOT	TBD
Maintenance Technician	TBD	AMOT	TBD

3.2 Provide information on Contractor's equipment that will be assigned to this Project (as applicable).

Type of Equipment	Model No.	Size/Capacity	Age	Owned, Leased, or Subcontract Item
Supervisor Truck	Ford	½ Ton	4	Operating lease to be purchase at expiry
Utility Service Truck	Ford	1 Ton	6	Owned
Utility Service Truck	Ford	1 Ton	6	Owned
Utility Service Truck	Ford	1 Ton	2	Operating lease to be purchase at expiry
Utility Service Truck	Ford	1 Ton	2	Operating lease to be purchase at expiry
Supervisor Truck	Unknown	½ Ton	New	Purchase in 2019
Utility Service Truck	Unknown	1 Ton	New	Purchase in 2018
Utility Service Truck	Unknown	1 Ton	New	Purchase in 2018
Utility Service Truck	Unknown	1 Ton	New	Purchase in 2020
Utility Service Truck	Unknown	1 Ton	New	Purchase in 2020
Tractor	Kubota	Up to 50 HP	5	Owned
Dump Trailer	Unknown	16 Foot	New	Purchase at start of contract

Skid Steer	Bobcat	N/A	5	Owned
Dump Trailer	Anderson	16 Foot	10	Owned
Traffic Management Truck	Ford	1.5 Ton	10	Owned
Traffic Management Truck	Ford	1.5 Ton	New	Will be purchased 2018
Zero Turn Mower	Gravely	N/A	2	Owned
Zero Turn Mower	Unknown	N/A	New	Will be purchased 2018/2019
Bucket Truck	Ford	1.5 Ton	6	Owned
Vacuum Sweeper	Unknown at this time	N/A	New	Will be purchased upon contract award
Trailer Arrow Board	Addco	N/A	7	Owned
Trailer Equipment	Hammerhead	N/A	12	Owned
Trailer Landscape	Anderson	N/A	4	Owned
Trailer Variable Message Board	Addco	N/A	8	Owned
Trailer Variable Message Board	Unknown	N/A	New	Will be purchased upon contract award
Utility Vehicle	Gator	N/A	4	Owned
Utility Vehicle	Gator	N/A	New	Will be purchased 2018
Pressure Washer	Troybuilt	N/A	3	Owned
Tractor with Batwing	Unknown	N/A	Under 7	Subcontract
Tractor with Batwing	Unknown	N/A	Under 7	Subcontract
Zero Turn Mower	Unknown	N/A	Under 5	Subcontract
Zero Turn Mower	Unknown	N/A	Under 5	Subcontract
Trailer Mounted Pressure Washer	Unknown	N/A	Under 7	Subcontract
Trailer Mounted Pressure Washer	Unknown	N/A	Under 7	Subcontract
Trailer Mounted Pressure Washer	Unknown	N/A	Under 7	Subcontract
Bucket Truck	Unknown	N/A	Under 10	Subcontract
Vacuum Sweeper	Unknown	N/A	Under 5	Subcontract

4. WORKLOAD:

4.1	Total number of projects in the active planning phase	4
	Dollar Amount	\$ 24m (annually)
4.2.	Total number of projects presently under asset management	20
	Dollar Amount	\$ 84m (annually)

4.3. Provide a list of Contractor's active asset management contracts which are currently in progress along with Owner's contact name and telephone number.

Contract	Contract	Percent	Owner's Re	presentative
Description	Amount	Complete	Name	Phone
THEA Asset Maintenance	\$11,559,944	94%	Terry Opdyke	863-412-4026
5 Counties Asset Maintenance (FDOT)	\$30,972,000	29%	Shannon Harris	850-688-6556
Collier County Asset Maintenance (FDOT)	\$9,200,000	71%	Brian Bird	239-985-7824
D3 Structures Asset Maintenance (FDOT)	\$18,539,946	14%	Dallas Boyd	850-330-1698
D4 (Roads/Bridges) Asset Maintenance (FDOT)	\$21,219,838	71%	John Deemer	954-777-4450
D5 Moveable Bridges Asset Maintenance (FDOT)	\$15,202,000	93%	Chris Eckert	386-740-3463
Escambia County Asset Maintenance (FDOT)	\$41,213,211	21%	Steve Hunt	850-698-2461
Jacksonville Asset Maintenance (FDOT)	\$38,395,000	86%	Paul Crist	904-360-5274
Madison County Asset Maintenance (FDOT)	\$6,481,432	57%	Cynthia Nelson	850-838-5802
Okaloosa Asset Maintenance (FDOT)	\$18,455,000	86%	Steve Hunt	850-698-2461
Pinellas Asset Maintenance (FDOT)	\$29,681,648	43%	Phil Fletcher	727-575-8300
Polk County Asset Maintenance (FDOT)	\$10,938,510	43%	Stacy Hill	863-471-4852
Osceola 192 Maintenance and Beautification Services	\$8,369,181	93%	David Buchheit	407-742-0620
Harris County (TX 145)	\$24,076,675	93%	Cody McKenney	281-686-9871
DC Tunnels - Operations and Maintenance	\$8,683,373	10%	Simon Rennie	202-671-4666

RFP No. O-00617~ Page 38 of 125

Pocahontas Parkway (I895) Maintenance Services	\$6,728,160	63%	Daniel Harket	804-536-3455
Anton Anderson Memorial Tunnel – Operations and Maintenance	\$25,670,991	30%	Gordon Burton	907-441-6268
Port of Miami Tunnel PPP – Operations, Maintenance and Rehabilitation	\$369,205,646	10%	Jean-Michel Martinez	212-798-8579
US36 Managed Lanes PPP – Operations, Maintenance and Rehabilitation	\$103,558,954	18%	Simon Stachnik	303-905-1340
Presidio Parkway PPP – Operations, Maintenance and Rehabilitation	\$188,988,164	7%	Peter Waart	415-921-1867

5.

Maintenance and Rehabilitation		\$166,966,164	1%	Peter Waart	415-921-1007		
FINAN	CIAL S	TATUS (OF CONTRAC	TOR:			
5.1	Contractor's bonding capacity:						
	5.1.1.	Maximu	m Bonding Ca	pacity for Sin	gle Project: \$	No Limit	
	5.1.2.	Maximu	m Aggregate E	ond Capacit	y: \$	1Billion	
	5.1.3.	Currentl	y bonded:		\$	75,084,975.35	
	5.1.4.	Net Bon	ding Capacity	(2-3):	\$	924,915,024.65	
5.2.	Name of Surety that will provide you a Public Asset management Bond for the project (if different from Surety providing Bid Bond): AIG Group						
5.3.	Attach a copy of the Primary Contractor's most recent annual Financial Statement, including available reports from investigative organizations (Dun & Bradstreet, etc.). These reports should indicate Long Term Assets and Liabilities of the firm and its financial standing, OR complete the following:						
	Please Staten		ached Broads	pectrum Infl	rastructure F	inancial	
	5.3.1	ASSETS	<u>S:</u>				
	a.	Cash on	hand		\$		
	b.	Cash on	deposit		\$		
	C.	Cash els	sewhere		\$		
			otal Cash		\$		

		d.	Deposits with bids	\$	
		e.	Due (from completed contracts)	\$	
		f.	Earned (incomplete contracts)	\$	
		g.	Retention (incomplete contracts)	\$	
		h.	Earned but not billed (incomplete contracts	\$	
		i.	Ordinary accounts receivable	\$	
		j.	Stocks and bonds at present market value	\$	
		k.	Building and Loan at present withdrawal value	\$	
		I.	Other quick assets (due in 90 days)	\$	
			Total Quick Assets	\$	
		5.3.2	LIABILITIES:		
		a.	Current notes payable to conclusion of Contract period	\$	
		b.	Accounts payable	\$	
		C.	Other current liabilities	\$	
			Total Current Liabilities	\$	
		5.3.3 FINANCIAL SUMMARY:			
		a.	Net Quick assets (Assets - Liabilities)	\$	
		b.	Available lines of credit	\$	
			TOTAL NET QUICK ASSETS	\$	
6.	SUBC	ONTRA	ACTING:		
	6.1	Provide a list of five sub-contractors of different trades, preferably located in the Tampa area, that you have used within the past five years. At least one of the firms should be a SBE Firm or other community outreach program (i.e. W/MBE with FDOT, W/MBE with City of Tampa or Hillsborough County). ACKA (Striping), Cheyenne (General Contracting Services, i.e. Guardrails, Fencing, Tree Trimming), Geers (Pressure Washing), Great Bay Landscape (Mowing and Ponds), Transcore (Lighting and Electrical), SBE MK Guardrail, Inc. (Guardrail Repairs)			

DEFAULTS. CLAIMS. LITIGIATION AND VIOLATIONS: 7.1. List any Contract defaults or Owner Terminations for cause, which Contractor has had in at least the past five years. **Project Description** Year Owner's Rep Name Phone N/A Provide detailed information of any contracts you have had within the past 7.2. five years, which resulted in claims or litigation, even if they were settled out of court, or if you were a third party involved in any litigation or claim of negligence, errors or omissions. The only claims of this nature Broadspectrum is involved in are typically third-party personal injury or property damage claims related to asset conditions. 7.3 List any EPA, FDEP or County Environmental violations or fines imposed on Contractor during last five (5) years: N/A 8. INCIDENT MANAGEMENT PLAN Provide a description of your incident management plan. Provided within the Technical Proposal. 9. **INNOVATIVE APPROACHES TO PROJECT** Provide a description of your proposed innovative approaches to this project. Limit to two (2) pages. Provided within the Technical Proposal. The Contractor signature below attests that the information provided herein is true and accurate. Signature Gonzalo Canete Printed Name Senior Vice President

7.

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY

FORM 3 - PUBLIC ENTITY CRIMES STATEMENT

FOR

REQUEST FOR PROPOSAL

ASSET MANAGEMENT SERVICES

FORM 3

PUBLIC ENTITY CRIMES STATEMENT

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

l.	This sworn statement is submitted to Tampa-Hillsborough County Expressway Authority
	by Philip A. Tegtmeier, Secretary and General Counsel [print individual's name and title]
	for Broadspectrum Infrastructure, Inc.
	[print name of entity submitting sworn statement]
	whose business address is 1330 Post Oak Blvd, Ste 1250, Houston, Texas 77056
	and (if applicable) its Federal Employer Identification Number (FEIN) is _54_1769861
	(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.
1 .	I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- r understand that are armate as defined in Faragraph 207.133 (1)(a), Florida Statutes, in
 - 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,

б.	an enti Based	ives, partners, shareholders, employees, members, and agents who are active in management of ty. on the information and belief, the statement which I have marked below is true in relation to ity submitting this sworn statement. [indicate with a check mark which statement applies.]
	<u>/</u>	Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
		The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.
	_	The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]
THE PU ONLY A WHICH PRIOR SECTION	JBLIC AND, T LIT IS I TO EN ON 287	ENTITY IDENTIFIED IN PARAGRAPH I (ONE) ABOVE IS FOR THAT PUBLIC ENTITY THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY TERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN 7.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE ON CONTAINED IN THIS FORM. Signature Date
State of County		exas Harris
Phi	up	PERSONNALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature in individual signing]
the space	the	
		[Notary Seal]
		[END OF FORM 3 – PUBLIC ENTITY CRIMES STATEMEN] MARTHA MARTINEZ TURPIN Notary Public, State of Texas My Commission Expires June 10, 2017

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

FORM 4 – ANTICPATED SBE PARTICIPATION STATEMENT

FOR

REQUEST FOR PROPOSAL

ASSET MANAGEMENT SERVICES

ANTICIPATED SBE PARTICIPATION STATEMENT

Project Number:RFP No. O-00617						
Number:						
Prime Contractor Name:	Broadspectrum Infi	rastructure, Inc.				
Contract Dollar Amount: \$8,066,532.60 Total Lump Sum Price for Five Years						
Is the prime contractor a 2002? (Yes) (No_X)	n SBE as described	in the Authority's	Policy adopte	ed February 25,		
Expected amount of contr	act dollars to be sub	contracted to SBE(s): \$ 1,892,5	515.00		
It is our intent to subcontraction the proposed SBE sub-contraction the company holds, Mino	ntractors (to	the extent known,	please indicat	e whether		
SBE(s) Name Type of	of Work/Specialty	Dollar Amount/P	ercentage	Minority Status		
Coop's Cleaning Service	Janitorial Svcs. Guardrail,	\$140,000/bi-anr	nual / 3.6%	DBE		
MK Guardrail Inc.	Attenuator, Fence	\$173,307/year /	10.7%	DBE		
Williams Landscape Management Co, Inc.	Mowing	\$146,796/year /		DBE		
Submitted by: Sharon [Project Adm			
E-mail Address: sharon.c	lavison@broadspectr	rum.com Telep	phone number:	(813) 980-0586		
Fax Number: (813) 987-	2945	Date:	5/5/2017			

[END OF FORM 4 – ANTICPATED SBE PARTICIPATION STATEMENT]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

FORM 5 - CONFLICTS OF INTEREST STATEMENT

FOR

REQUEST FOR PROPOSAL

ASSET MANAGEMENT SERVICES

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

X	To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and project.
	<u>OR</u>
	The undersigned firm, by attachment to this form, submits information which <u>may</u> be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and project.
	BIDDER: By: Gonzalo Canete (Printed Name of Signer) Senior Vice President Title of Signer) QU 03 7017 (Date Signed)

[END OF FORM 5 - CONFLICTS OF INTEREST STATEMENT]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

FORM 6 - CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

FOR

REQUEST FOR PROPOSAL

ASSET MANAGEMENT SERVICES

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

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

Respondent / Bidder Name: Broadspectrum Infrastructure, Inc.				
Respondent /Bidder FID or EIN: _54	1769861			
Address: _1330 Post Oak Blvd, Ste	1250			
City: Houston	State:	Texas	Zip:	77056
I hereby warrant that I am duly au listed above as the "Respondent/I		to sign and bind on b	ehalf c	of the company
I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to <i>Florida Statute</i> Section 215.473, or engaged in business operations in Cuba or Syria.				
I understand pursuant to Florida Statue, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs. RESPONDENT/BIDDER:				
	Ву:	(Authorized Signa		
V Philip A. Tegtmeier (Printed Name of Signer)				
	•	Secretary and General C		
	(ग	itle of Signer)		
	(0	Date Signed)		

[END OF FORM 6 - CERTFICATION REGARDING SCRUTINZIED COMPANIES LIST]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

FORM 8 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM / LETTER OF CLARIFICATION

REQUEST FOR PROPOSAL

ASSET MANAGEMENT SERVICES

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

FORM 8

Were Adden	da issued on this Solicitation?	
	Yes	
	No	
Were Letter of	of Clarification issued on this S	Solicitation?
X	Yes	
	No	
		ollowing Addendum/Addenda issued in reference to umber, date and signing the form:
Adde	ndum	Date:
Adde	ndum	Date:
Adde	ndum	Date:
Letter	r of Clarification <u>No. 1</u>	Date:April 11, 2017
Letter	of Clarification No. 2	Date:April 20, 2017
Letter	r of Clarification	RESPONDENT: By: (AUTHORIZED SIGNATURE) Gonzalo Canete (Printed Name of Signer) Senior Vice President (Title of Signer) (Date Signed)

[END OF FORM 8 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM]



SCOTT CHASE PROJECT MANAGER



QUALIFICATIONS

- Over four years serving as Project Manager for current THEA Roadway and Bridges contract
- · Advanced and Intermediate Maintenance of Traffic Certified
- Ability to commit resources
- Experience and capability as client liaison

EXPERIENCE

Mr. Chase currently serves as the Broadspectrum Project Manager for the Maintenance Management Program for THEA Roadways and Bridges. His responsibilities include managing the Asset Maintenance Contract and adhering to the requirements and stipulations set by the expressway authority and FDOT; assembling and managing proposed yearly, forecasted budget; monitoring budget daily and monthly to control spending cost of each activity; managing special change order request from the client which includes writing proposal letters, calculating cost, and ensuring work is completed in a timely manner per FDOT standards/specifications; in-depth client and vendor contact, managing and approving subcontractor contracts; issuing work orders for routine maintenance and work needs; riding project daily for visual overall inspection; attending FARC meetings with client and insuring structure repairs are completed on time; managing in-house work crews; organizing the inspections and documentations of subcontractors; ensuring passing Maintenance Rating Program (MRP) requirements and maintaining roadway design standards set by the Florida Department of Transportation; asset inspections(RCI); planning, coordinating and facilitating both staff and safety meetings; and reviewing, interviewing, hiring and training potential applicants and current employees.

Additional experience with asset maintenance includes his role as Broadspectrum's Senior Operations Manager for eight major Asset Maintenance Projects in northern Florida. In this role, Mr. Chase supported each Project Manager with resource management including staffing, budgeting, and work planning; contract development and administration; and emergency response and natural disaster planning.

In addition to Mr. Chase's Broadspectrum experience, he served the Maintenance Division of the Georgia Department of Transportation. In his more than 17-year career with the Georgia Department of Transportation, Mr. Chase's coordinated work as a Transportation Engineer, an Assistant Area Engineer, and as the District Maintenance Engineer for Southwest Georgia. His work included direct oversight of more than 400 employees in 32 counties, coordinating work and inspection activities within budget, and managing crews and equipment in regional emergency response efforts, including hurricane evacuations. Mr. Chase also communicated with the Governor's office and U.S. and State Senators and representatives on roadway related issues, collaborated with other state governments and local government and Georgia officials for regional and statewide emergency response activities, and served as an instructor at the Georgia DOT Foreman's Academy.

- Advanced and Intermediate Maintenance of Traffic
- Confined Space Training
- Stormwater Management Inspector Training
- Thermoplastic Application and Inspection Training
- Safety Training
- Adult CPR/AED Training
- First Aid Training
- Skid Steer and Mini Excavator Equipment Operator Qualifications

ART DAVISON ZONE SUPERINTENDENT



QUALIFICATIONS

- Over four years serving as Zone Superintendent for current THEA Roadway and Bridges contract
- Advanced Maintenance of Traffic Certified
- Close working relationship with TMC personnel
- Effective leadership skills, including demonstrating positive attitude, resolving issues immediately and creating an open communication policy

EXPERIENCE

Mr. Davison currently serves as Broadspectrum's Zone Superintendent for the Maintenance Management Program for THEA Roadways and Bridges. As 24-Hour Emergency Responder, he provides assistance to all local and state police organizations by shutting down individual or multiple Expressway lanes for all roadway incidents. Responsibilities include managing and supervising field crews providing maintenance and landscape obligations to the client, in addition to scheduling and supervising subcontractor repairs of all damaged property on approximately 25 miles of limited access toll road. Also provide daily updates to Client on road closures, scheduled subcontractor work orders, routine work to be performed and all Emergency Maintenance of Traffic. Mr. Davison also performs daily submittal of Job Hazard Analysis Reports, Equipment Maintenance Checklists, Job Site Safety Observation Forms and Herbicide Application Logs.

Additional experience serving Florida's roadways includes eight years in role as Mechanic/Assistant Manager for a towing company providing Road Ranger Service Patrol services to FDOT. Responsibilities included providing expertise in general automotive repairs and maintenance on all shop inventory including crew trucks and emergency on and off-road vehicles; maintaining expenses below budget through accurate planning, waste reduction and purchasing and cost effective operating procedures; maintaining OSHA logs for injury analysis and team management review; road testing vehicles and assessing repair needs and requirements; preparing accurate and detailed repair orders identifying issues and repairs needed; and isolating and eliminating work hazards.

- Skid Steer, Backhoe and Tractor Qualified Operator
- American Red Cross CPR Certified
- · Global Fleet Driving Rules/Adverse Weather Conditions & Distractions Certified
- ZIP Training Certified
- Smith System Defensive Driving Certified
- OSHA required Safety and Health Training Course Certified

GONZALO CAÑETE SENIOR VICE PRESIDENT



QUALIFICATIONS

- Successful leadership skills, including providing excellent service and creating value for clients
- Experience with management and financial accountibility of budget over \$120 million
- Project management and operations experience for several roadway and airport maintenance contracts

EXPERIENCE

Mr. Cañete has the following experience as Senior Vice President for Broadspectrum's Infrastructure division:

- Leadership of the infrastructure business of Ferrovial Services North America, providing an excellent service to its clients and creating value for them and for the Shareholders
- Management and finance accountability over a total budget of \$120 million.
- Serves customers by establishing critical service factors; maintaining quality service and operations; analyzing, defining, developing, and providing systems and resources; assessing results; anticipating trends.
- Shares professional and technical knowledge by presenting cutting-edge concepts at professional society symposia; implementing state-of-the-art practices; publishing trend-setting concepts in professional publications.
- Builds and strengthens corporate reputation by accomplishing related results as needed.
- Carries out all work activities upholding the Company values Safety, Innovation, Collaboration, Integrity and Excellence.

His previous experience includes serving as Managing Director for five years for FerroNATS Air Traffic Services, the main provider of private air traffic navigation services in Spain. Mr. Cañete's responsibilities included managing relationships with key stakeholders and providing company representation for aviation industry and media, such as communicating with the press, conducting interviews, participating in round tables and providing presentations.

Mr. Cañete also served as Project Manager for Heathrow Airport Holdings Limited, providing oversight and technical assistance for projects such as a strategic study about the feasibility and convenience of fleet maintenance service outsourcing. He also provided direction, organization and management of the O&M contract of A-1 Highway in Madrid, Spain, and Juan Manuel Morón García Tunnel operations.

EDUCATION

Civil Engineer (Transports and Urban Services) by Universidad Politécnica de Madrid (2003)

Postgraduate Studies

PDG by IESE Business School (2015-2016) Global Management Program by ESADE Business School (2012) General Management Program by IE Business School (2009)

- International Effective Negotiator Program by CF (2011)
- Labor Relations Program by Cuatrecasas, Gonçalves Pereira (2010)
- Project Finance by TresGenia (2005)

PAUL STATON SENIOR OPERATIONS MANAGER



QUALIFICATIONS

- Senior Operations Manager for Broadspectrum's asset management contracts in southwest and central Florida, as well as across the panhandle
- Oversees day-to-day operations for routine and preventive maintenance of more than 3,473 lane miles, including work planning, budget development and contract compliance
- Exceptional understanding of the industry with 17 years' experience directly working in performance based contracting and asset management

PROFESSIONAL EXPERIENCE

Mr. Staton has served as Senior Operations Manager for Broadspectrum since 2014. In this roll, he reports directly to the head of the Infrastructure Business. He has the strategic responsibility for profitability of line operations and effective performance for the projects in his region and ensuring effective client relationships are maintained, contract compliance and financial targets are achieved and projects are operating efficiently with goals to continuously improve. Mr. Staton assists with the development of new leverage and business opportunities and is directly charged with improving quality and increasing productivity. He ensures company compliance with risk management, quality assurance and health, safety and environment management systems, including statutory obligations. Key achievements include improved client relationships and Broadspectrum performance, as evidenced in MRP and FDOT AMPER scores.

Mr. Staton's additional experience with asset maintenance in Florida includes eight years as Project Manager, providing overall project management and oversight for FDOT asset maintenance contracts, including Escambia County (routine and preventive maintenance on 894 lane miles of roadway, including 84 bridges and aesthetics) and the Space Coast Project (routine and preventive maintenance on 684 lane miles, including 164 bridges, in Volusia, Flagler, Brevard, and Indian River Counties, as well as sections of S.R. 401, 407 and 528). Also served as Project Engineer for three years prior to becoming Project Manager. Key achievements included correcting a severely damaged client relationship through the development of improved internal processes, including the Operations Compliance Management Monitor and Regional Structures Management Monitor, resulting in increased AMPER scores to desired levels. Furthermore, helped construct and implement a Quality Management Program that has been successfully implemented on six contracts across the business.

In addition to Florida, Mr. Staton possesses experience in performing asset maintenance in the District of Columbia. He served as Engineering Associate for three years for a public-private partnership where Broadspectrum worked with DDOT and FHWA to operate and maintain the National Highway System roadways in Washington, D.C. The work included routine maintenance and restoration work, as well as rehabilitation of nine tunnels.

EDUCATION

Bachelor of Science in Civil Engineering Virginia Military Institute, 2000

- Florida Advanced MOT Certification
- NIMS Certified ISO-00100.a, IS-00200.b, IS-00700.a, IS-00800.b
- National TIMS Training Certified
- FDEP Stormwater, Erosion, and Sedimentation Control Inspector Certified
- OSHA 30 Hour Construction Certification
- Annual Illicit Discharge Training Certification
- Confined Space Training
- EIT Designation # 0420050203

CHAD ELLIOTT SENIOR PROJECT MANAGER



QUALIFICATIONS

Road tunnel operations and maintenance professional with experience across a wide array of business units, including resources and energy and business development, Mr. Elliott previously served as Project Manager for Port Miami Tunnel Operations and Maintenance. In this role, he managed pre-operational services through the Design Build phase, team recruitment, training, O&M manual development and site mobilization, and currently maintain responsibility for the overall operation and maintenance of the facility in accordance with the Operations and Maintenance Agreement, being the most complex performance and payment model across all Broadspectrum road contracts.

EXPERIENCE

Mr. Elliott assumed the role of Senior Project Manager in August 2016, overseeing four road maintenance contracts: the current THEA Roadways and Bridges contract, the Polk County and Collier County contracts for FDOT, and Osceola County. Mr. Elliott's additional experience with asset maintenance in Florida includes four years as Project Manager for the PortMiami Tunnel Operations and Maintenance contract. Responsibilities as Project Manager include managing pre-operational services through the Design Build phase, team recruitment, training, O&M manual development and site mobilization, and maintaining responsibility for the overall operation and maintenance of the facility in accordance with the Operations and Maintenance Agreement. Key achievements include no lost time injuries through the construction, mobilization, training and operations phases to date and no availability penalties during the first full year of operations.

Mr. Elliott also possesses experience with asset maintenance services in Austraila. Over a seven year period, he served as Traffic and Civil Engineer, and then Project Manager for the Lane Cove Tunnel Operations and Maintenance contract in Sydney, Austraila. Under his leadership as Operations Manager, there were no lost time injuries and full staff retention. Other key achievements include the identification and rollout of electrical power saving initiatives resulting in over \$300,000 in annual recurring savings through extensive trials, and continual improvement and refinement of operating procedures and practices across the entire operations team with constant communication with staff to identify opportunities.

EDUCATION

Bachelor of Civil Engineering (Honors), Specialized in Traffic and Structural Engineering University of Adelaide, 2002

- "Talent Pool" High Potential Development Program Transfield Services
- Project Management Chifley Business School
- Finance for Non-Financial People Chifley Business School
- Negotiation Skills and Dispute Resolution Chifley Business School
- Speed Reading & Learning Dynamics Dr. John Demartini
- Numerous human behaviour programs and studies
- NSW RTA Traffic Control Room Operators Course
- · Design and Audit Traffic Control Plans
- Traffic Control at Worksite Planning / Maintenance of Traffic
- · First Aid and Infant First Aid

STACY WESSEL HUMAN RESOURCES BUSINESS PARTNER



QUALIFICATIONS

Strategic Human Resources professional with progressive and diverse experience implementing a variety of programs contributing towards employee development, engagement and productivity. Specializes in start-up and turn-around operations. Highly effective in partnering with managers to influence employees towards the achievement of organizational goals including sustained profitability. Reputation for assessing and resolving a wide range of issues in a cost effective and timely manner. Strong interpersonal and written communications skills with additional expertise in the following areas:

- Multi-Site/Multi-Unit
- Talent Acquisition
- Training & Development
- · Change Management
- Matrix Accountability
- Presentations
- Union Negotiations
- Talent Management
- Cross Functional Initiatives
- Supervision
- · Compensation & Benefits
- Global (Canada/South America)

EXPERIENCE

As Human Resources Business Partner, Ms. Wessel is a core participant of the North America management team. She successfully manages all talent acquisition, employee relations/engagement functions, and development functions for a growth market of infrastructure businesses to include roads, tunnels and bridges. Ms. Wessel also ensures compliance, which includes multiple services, and consults with managers on policies and procedures, performance management, and employee relation issues that result in no outside claims to any third parties.

EDUCATION

Bachelor of Science/Associate of Arts Degree, Business Administration University of Central Florida/Valencia, Orlando, FL

- SHRM Management Review Certification, Orlando, FL
- Professional in Human Resources (PHR®) Certification
- Yellow Belt Certification, Lean Six Sigma, Orlando, Florida





DETOUR PLAN AND MAPS

Detour plan and maps that cover the four major sections of the expressway:

- 1. Gandy to west of the Hillsborough River;
- 2. The downtown viaduct;
- 3. East expressway (22nd Street to I-75; and
- 4. Reversible Express Lanes (REL)

Through the following plans, the above four major sections of the expressway have been planned and trained for (detour maps follow these plan show visually how the detours are set up and managed):

GANDY BOULEVARD TO EUCLID AVENUE

Eastbound Diversion – exit eastbound Gandy Boulevard, travel northbound to Dale Mabry Highway, go eastbound to Euclid Avenue, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit westbound Euclid Avenue, go southbound to Dale Mabry Highway, go westbound on Gandy Boulevard, enter Lee Roy Selmon Expressway westbound

EUCLID AVENUE TO BAY BOULEVARD

Eastbound Diversion – exit eastbound Gandy Boulevard, travel northbound to Dale Mabry Highway, go eastbound on Bay to Bay Boulevard, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit westbound Bay to Bay Boulevard, travel southbound on Dale Mabry Highway, go eastbound on Gandy Boulevard, enter Lee Roy Selmon Expressway westbound

BAY TO BAY BOULEVARD TO WILLOW/NEWPORT AVENUE

Eastbound Diversion – exit Eastbound Gandy Boulevard, travel northbound on Dale Mabry Highway, go eastbound on Kennedy Boulevard, go southbound on Willow Avenue, travel eastbound on Platt Street, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit westbound Cleveland Street, travel northbound on Willow Avenue, go westbound on Kennedy Boulevard, travel southbound on Dale Mabry Highway, westbound on Gandy Boulevard, enter Lee Roy Selmon Expressway westbound

WILLOW/NEWPORT AVENUE TO PLANT AVENUE

Eastbound Diversion – exit eastbound Platt Street, travel northbound on Florida Avenue, go eastbound on Jackson Street, go northbound on Nebraska Avenue, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit westbound Cleveland Street, enter Lee Roy Selmon Expressway westbound

PLANT AVENUE TO FLORIDA AVENUE

Eastbound Diversion – exit eastbound Platt Street, travel northbound on Florida Avenue, go eastbound on Jackson Street, go northbound on Nebraska Avenue, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit westbound Cleveland Street, enter Lee Roy Selmon Expressway westbound

FLORIDA AVENUE TO KENNEDY BOULEVARD

Eastbound Diversion – exit northbound on Florida Avenue, go eastbound on Jackson Street, travel northbound on Nebraska Avenue, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit westbound Kennedy Boulevard (SR60), travel southbound on Tampa Street, enter Lee Roy Selmon Expressway westbound



DETOUR PLAN AND MAPS

KENNEDY BOULEVARD TO NORTH 22ND STREET

Eastbound Diversion – exit northbound on Florida Avenue, go eastbound on Jackson Street, travel northbound on Nebraska Avenue, go eastbound on Kennedy Boulevard, northbound on 13th Street, eastbound on Adamo Drive, southbound on North 22nd Street, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit northbound North 22nd Street, travel westbound on Adamo Drive, go southbound on 13th Street, westbound on Kennedy Boulevard, southbound on Tampa Avenue, enter Lee Roy Selmon Expressway westbound

NORTH 22ND STREET TO NORTH 50TH STREET

Eastbound Diversion – exit northbound on North 22nd Drive, travel eastbound on Adamo Drive, southbound on North 50th Street, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit northbound North 50th Street, travel westbound on Adamo Drive, southbound on North 22nd Street, enter Lee Roy Selmon Expressway westbound

NORTH 50TH STREET TO 78TH STREET

Eastbound Diversion – exit northbound on North 50th Street, travel eastbound on Adamo Drive, southbound on US 301 South, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit northbound on US 301, travel westbound on Adamo Drive, southbound on North 50th Street, enter Lee Roy Selmon Expressway westbound

78TH STREET TO US 301

Eastbound Diversion – exit northbound on US 301, travel westbound on Adamo Drive, southbound on North 50th Street, enter Lee Roy Selmon Expressway eastbound

Westbound Diversion – exit northbound 78th Street, travel eastbound on Adamo Drive, southbound on US 301, enter Lee Roy Selmon Expressway westbound

US 301 TO FALKENBURG ROAD

Eastbound Diversion – exit southbound US 301, enter I-75 southbound

Westbound Diversion – exit I-75 to westbound Adamo Drive, travel southbound on US 301, enter Lee Roy Selmon Expressway westbound

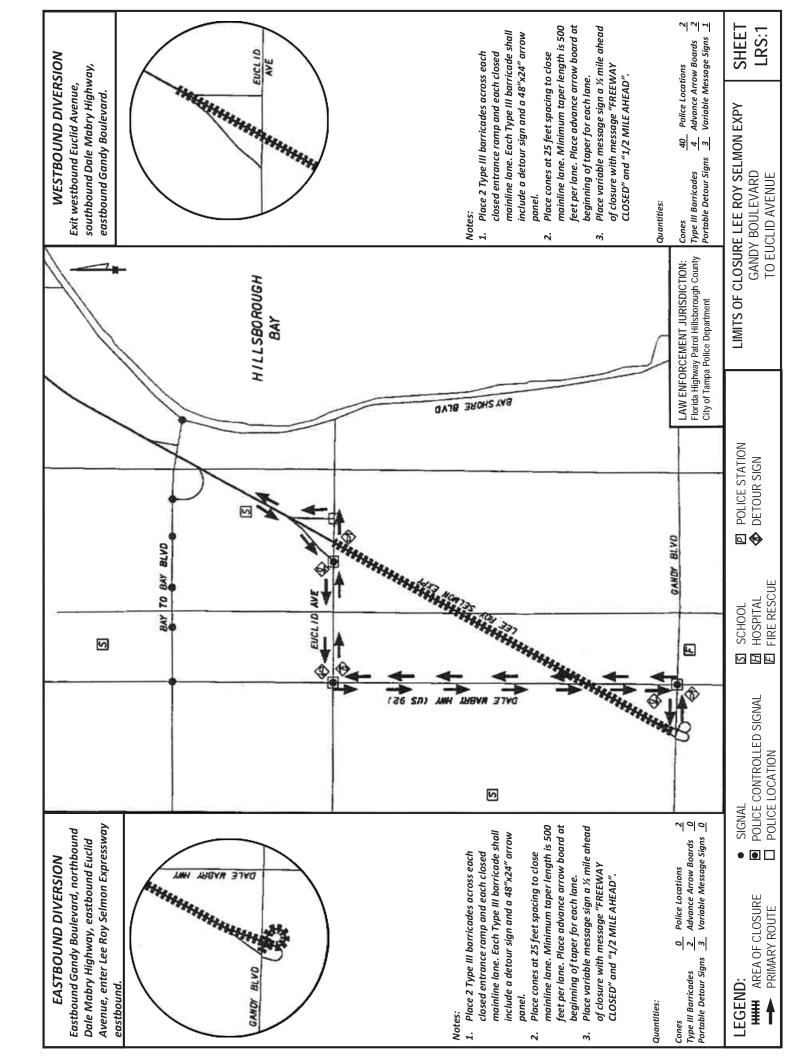
FALKENBURG ROAD TO 1-75

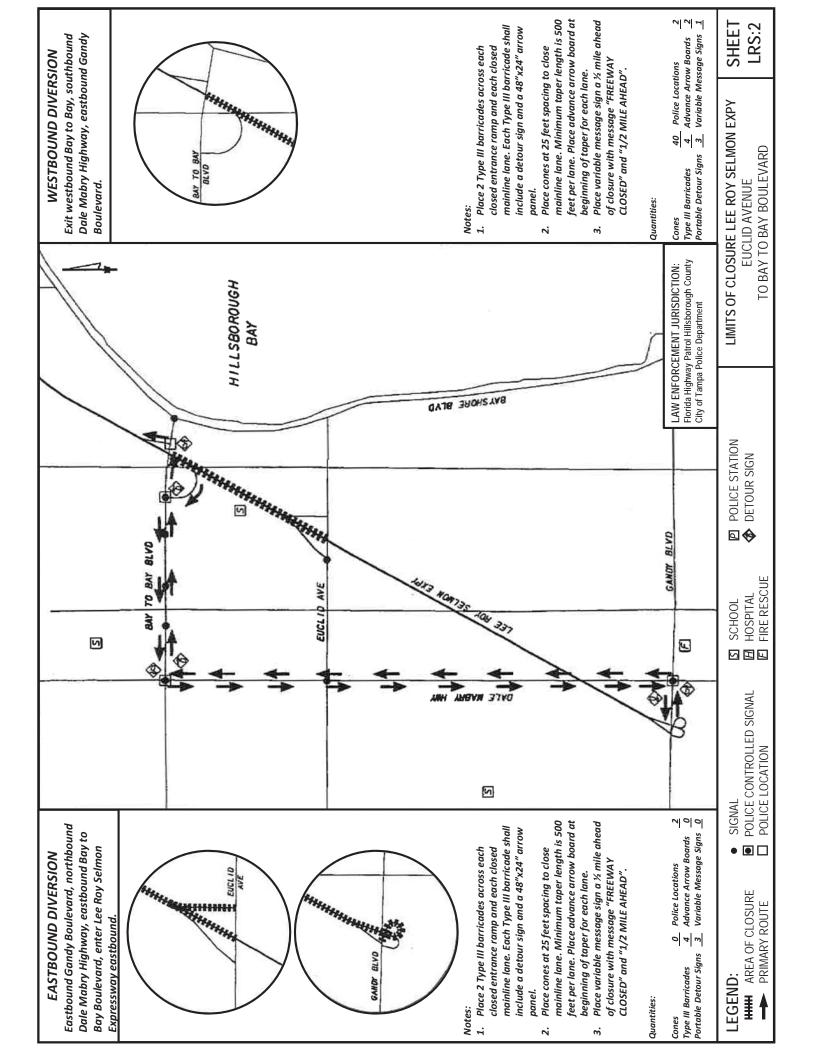
Estbound Diversion – exit southbound Falkenburg Road, travel westbound on Causeway Boulevard, southbound on US 301. enter I-75 southbound

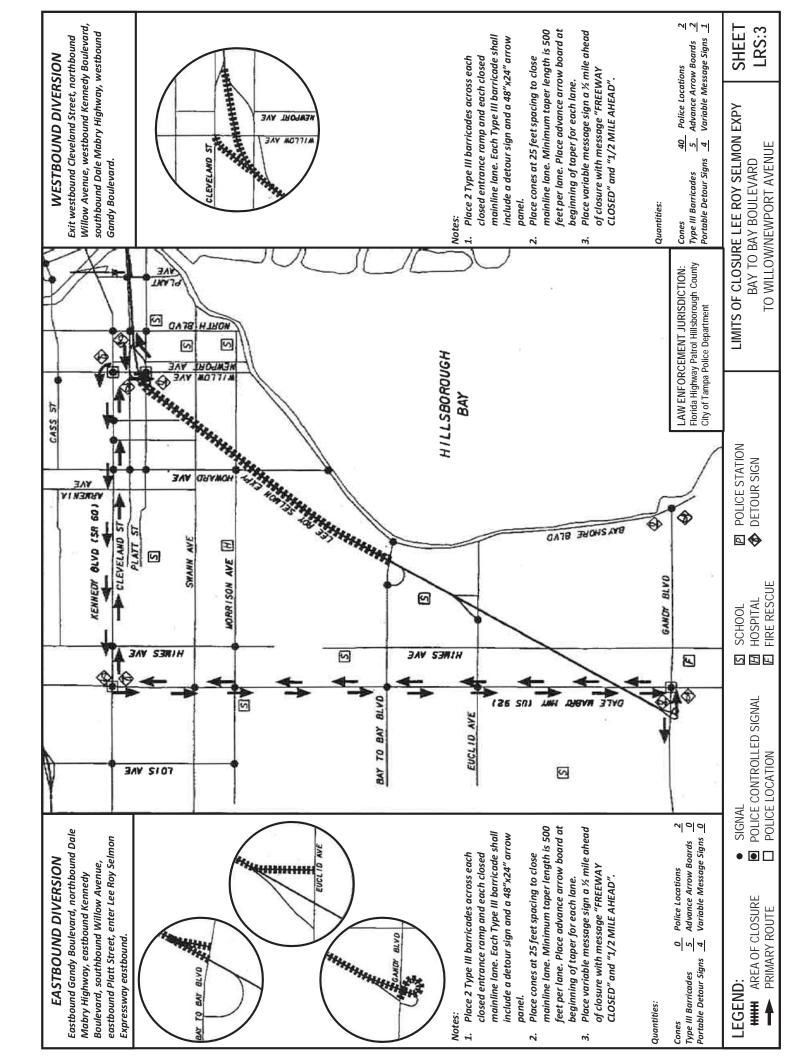
Westbound Diversion – exit I-75 to westbound Adamo Drive, travel southbound on Falkenburg Road, enter Lee Roy Selmon Expressway westbound

REVERSIBLE EXPRESS LANES

Should an incident occur on the Reversible Express Lanes (REL) all access gates will be closed and traffic will be re-routed to the lower level expressway. Broadspectrum will set up the appropriate MOT so that traffic on the REL will move efficiently once the incident has been cleared and traffic lanes re-opened.







$oldsymbol{\square}$ EASTBOUND DIVERSION

Exit westbound Cleveland Street, Re-enter Lee

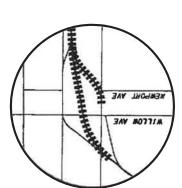
Roy Selmon Expressway westbound.

5

NEBRASKA AYE S

WESTBOUND DIVERSION

Exit eastbound Platt Street, northbound Florida Avenue, eastbound Jackson Street, northbound Nebraska Avenue, Re-enter Lee Roy Selmon Expressway eastbound.



CASS 57

- mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow Place 2 Type III barricades across each closed entrance ramp and each closed Notes:
- feet per lane. Place advance arrow board at mainline lane. Minimum taper length is 500 Place cones at 25 feet spacing to close beginning of taper for each lane. 7
- Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

MORRISON AVE

Quantities:

Cones

Police Locations

5 7

Portable Detour Signs Type III Barricades

HHHH AREA OF CLOSURE EGEND

PRIMARY ROUTE

SIGNAL Advance Arrow Boards Variable Message Signs

POLICE CONTROLLED SIGNAL POLICE LOCATION

FIRE RESCUE HOSPITAL SCH00L SHF

POLICE STATION POLICE STATIC

DETOUR SIGN

4 Advance Arrow Boards

1 Variable Message Signs Police Locations 40

Type III Barricades

Cones

LAW ENFORCEMENT JURISDICTION:

HILLSBOROUGH

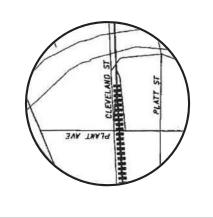
ONTH SHORE WAS

BAY

Quantities:

7 7 1

LIMITS OF CLOSURE LEE ROY SELMON EXPY WILLOW/NEWPORT AVENUE Portable Detour Signs Florida Highway Patrol Hillsborough County City of Tampa Police Department



IS HIE

7

NOSH3.

5/5

137HSY

KENNEDY BLVD (SR 60)

Ь

CLEVELAWD

mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow closed entrance ramp and each closed Place 2 Type III barricades across each panel. Notes:

ICE PALACE

-TAMPA

feet per lane. Place advance arrow board at mainline lane. Minimum taper length is 500 Place cones at 25 feet spacing to close beginning of taper for each lane. 7

MARBOUR ISLAND

8

E

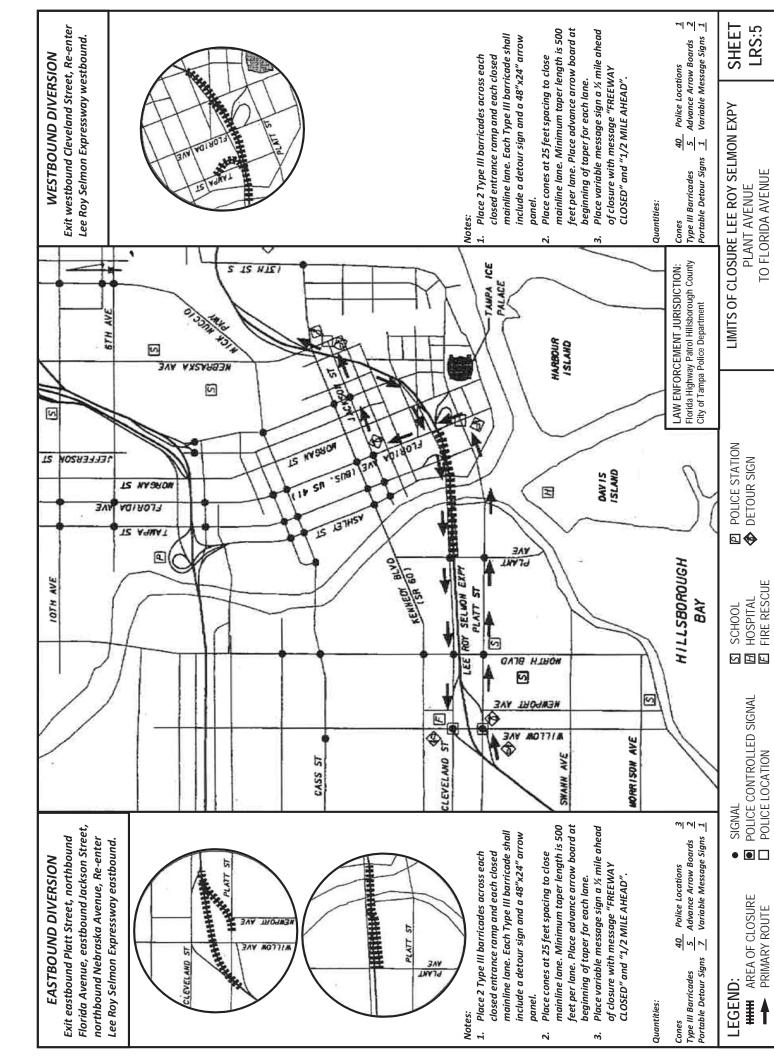
ØA78 H.IHO#

THOMAGN

SWANN AVE

DAY 15 1SLAND

Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD".



EASTBOUND DIVERSION

Jackson Street, northbound Nebraska Avenue, Exit northbound Florida Avenue, eastbound Re-enter Lee Roy Selmon Expressway eastbound.

southbound Tampa Street, Re-enter Lee Roy Exit westbound Kennedy Boulevard (SR 60), WESTBOUND DIVERSION

Selmon Expressway westbound.

5

AVE

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REPUBLIC DE CUBA

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ADAMO OR

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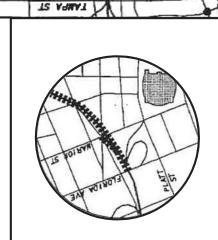
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YOURDY



Notes:

- mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow Place 2 Type III barricades across each closed entrance ramp and each closed 1.
- mainline lane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place cones at 25 feet spacing to close beginning of taper for each lane. 7
- Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

X

HARBOR ISLAND

DAV IS ISLAND

Quantities:

Cones

LEGEND

Advance Arrow Boards Variable Message Signs

9 4 4

Portable Detour Signs Type III Barricades

Police Locations

HHHH AREA OF CLOSURE PRIMARY ROUTE

- SIGNAL
- POLICE LOCATION
- POLICE CONTROLLED SIGNAL

SHA

HOSPITAL

SCH00L

FIRE RESCUE

- POLICE STATION **DETOUR SIGN**

LIMITS OF CLOSURE LEE ROY SELMON EXPY

Quantities:

mainline lane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place variable message sign a ½ mile ahead

of closure with message "FREEWAY beginning of taper for each lane.

CLOSED" and "1/2 MILE AHEAD".

Place cones at 25 feet spacing to close

panel.

TAMPA ICE

PALACE

mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow

Place 2 Type III barricades across each closed entrance ramp and each closed

Notes:

Advance Arrow Boards Variable Message Signs 40 Police Locations
4 Advance Arrow Box
3 Variable Message

Florida Highway Patrol Hillsborough County City of Tampa Police Department LAW ENFORCEMENT JURISDICTION:

Portable Detour Signs Type III Barricades Cones

TO KENNEDY BOULEVARD FLORIDA AVENUE

LRS:6 SHEET

EASTBOUND DIVERSION

Exit northbound North 22nd Street, westbound

TE GNSS N

S BYA AXZARBSK

IS MYSHOR

FLORIDA

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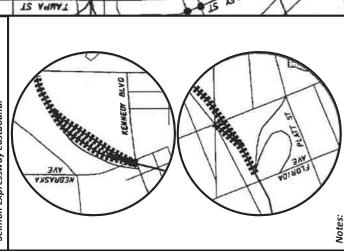
EFFERSON

3AV

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WESTBOUND DIVERSION

southbound North 22nd Street, Re-enter Lee Roy Jackson Street, northbound Nebraska Avenue, Exit northbound Florida Avenue, eastbound eastbound Kennedy Boulevard, northbound 13th Street, eastbound Adamo Drive, Selmon Expressway eastbound.



AND SHAPE OF THE STREET, SHAPE

mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow Place 2 Type III barricades across each closed entrance ramp and each closed panel.

PLATT 5

TAMPA ICE PALACE

> mainline lane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place cones at 25 feet spacing to close beginning of taper for each lane. 7

 \pm

Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

HARBOUR

DAVIS

Quantities:

Type III Barricades

Cones

Advance Arrow Boards Variable Message Signs 40 Police Locations
6 Advance Arrow Boo
8 Variable Message Portable Detour Signs LEGEND:

HHHH AREA OF CLOSURE **PRIMARY ROUTE**

- SIGNAL
- POLICE CONTROLLED SIGNAL POLICE LOCATION

SHA

FIRE RESCUE HOSPITAL

SCH00L

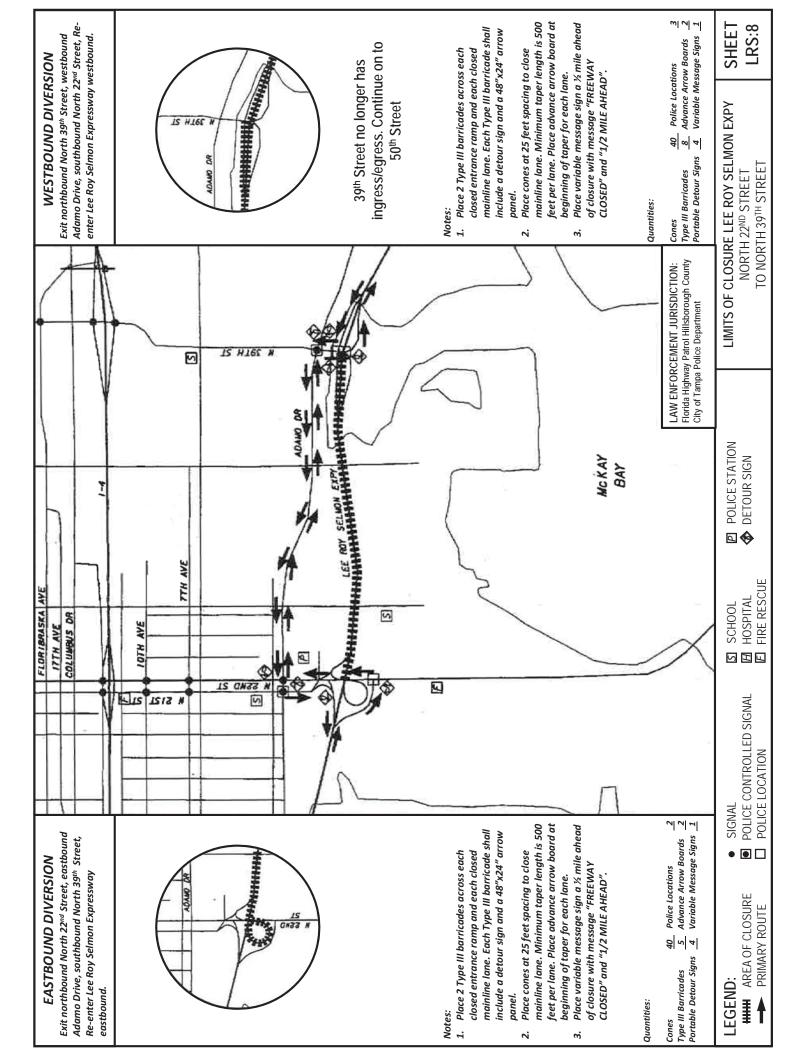
POLICE STATION POLICE STATIO

DETOUR SIGN

feet per lane. Place advance arrow board at Place variable message sign a ½ mile ahead mainline lane. Minimum taper length is 500 mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow westbound Kennedy Boulevard, southbound Place 2 Type III barricades across each Place cones at 25 feet spacing to close closed entrance ramp and each closed Tampa Street, Re-enter Lee Roy Selmon of closure with message "FREEWAY Adamo Drive, southbound 13th Street, CLOSED" and "1/2 MILE AHEAD". beginning of taper for each lane. Expressway. panel. Quantities: Notes: 7 'n S

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YBOR CHANKEL



EASTBOUND DIVERSION

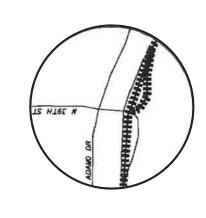
Exit northbound North 39th Street, eastbound Adamo Drive, southbound North 50th Street, Re-enter Lee Roy Selmon Expressway eastbound.

Adamo Drive, southbound North 39th Street, Re-

5

Exit northbound North 50th Street, westbound

WESTBOUND DIVERSION



LOAMO DA

(IF SA)

IS HIOS N

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7TH AVE

ingress/egress. Continue on to 39th Street no longer has 22nd Street

Notes:

- mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow 1. Place 2 Type III barricades across each closed entrance ramp and each closed
- mainline lane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place cones at 25 feet spacing to close beginning of taper for each lane. 5

MCKAY BAY

> Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

Quantities:

Police Locations <u>2</u>
Advance Arrow Boards <u>2</u>
Variable Message Signs <u>1</u> 40 Police Locations
5 Advance Arrow Bo
4 Variable Message Portable Detour Signs EGEND

PRIMARY ROUTE

Advance Arrow Boards

Type III Barricades

Cones

SIGNAL HHHH AREA OF CLOSURE

- POLICE CONTROLLED SIGNAL POLICE LOCATION
- FIRE RESCUE HOSPITAL SCH00L SHF
- POLICE STATION DETOUR SIGN

LIMITS OF CLOSURE LEE ROY SELMON EXPY TO NORTH 50TH STREET NORTH 39TH STREET

LRS:9

SHEET

8 Advance Arrow Boards
4 Variable Message Signs

Portable Detour Signs

Type III Barricades

LAW ENFORCEMENT JURISDICTION: Hillsborough County Sheriff's Office Florida Highway Patrol Hillsborough County

Cones

Quantities:

40 Police Locations

enter Lee Roy Selmon Expressway westbound. IS HIOS ADAMO DR

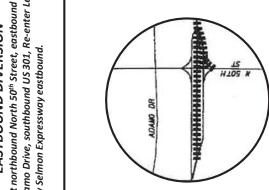
mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow 1. Place 2 Type III barricades across each closed entrance ramp and each closed panel. Notes:

TAMPA BYPASS CANAL

PALM RIVER

- feet per lane. Place advance arrow board at mainline lane. Minimum taper length is 500 Place cones at 25 feet spacing to close beginning of taper for each lane. 5
 - Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

Adamo Drive, southbound US 301, Re-enter Lee Exit northbound North 50th Street, eastbound Roy Selmon Expressway eastbound.



COLUMBUS OR BROADWAY AVE IS HIOS 5 EASTBOUND DIVERSION

Notes:

- mainline Iane. Each Type III barricade shall include a detour sign and a 48"x24" arrow Place 2 Type III barricades across each closed entrance ramp and each closed panel.
- mainline lane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place cones at 25 feet spacing to close beginning of taper for each lane. 7
- Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

Quantities:

SIGNAL 7 7 Variable Message Signs HHHH AREA OF CLOSURE 5 4 Portable Detour Signs LEGEND

Advance Arrow Boards

Type III Barricades

Cones

Police Locations

POLICE CONTROLLED SIGNAL POLICE LOCATION

PRIMARY ROUTE

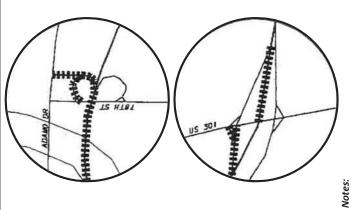
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FIRE RESCUE HOSPITAL SCH00L SHA

POLICE STATION POLICE STATIO

DETOUR SIGN

Exit northbound US 301, westbound Adamo Drive, southbound North 50th Street, Re-enter **WESTBOUND DIVERSION** Lee Roy Selmon Expressway westbound.



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LOAND DR

- mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow Place 2 Type III barricades across each closed entrance ramp and each closed panel.
- mainline lane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place cones at 25 feet spacing to close beginning of taper for each lane. 5

105 SA

CAUSEWAY BLYD

Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD" 'n

Quantities:

Portable Detour Signs Type III Barricades Cones

Hillsborough County Sheriff's Office Florida Highway Patrol Hillsborough County LAW ENFORCEMENT JURISDICTION:

40 Police Locations
 14 Advance Arrow Boards
 4 Variable Message Signs

LIMITS OF CLOSURE LEE ROY SELMON EXPY NORTH 50TH STREET TO 78TH STREET

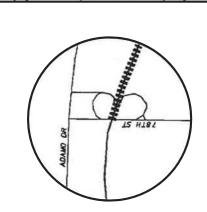
LRS:10 SHEET

Exit northbound 78th Street, eastbound Adamo Drive, southbound US 301, Re-enter Lee Roy

Selmon Expressway westbound.

WESTBOUND DIVERSION

Drive, southbound North 50th Street, Re-enter Exit northbound US 301, westbound Adamo Lee Roy Selmon Expressway eastbound.



NO WIND LEE ROY SELMON EXPY COLUMBUS DR BROADWAY AVE TO HTOE 3 EASTBOUND DIVERSION

Notes:

- mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow Place 2 Type III barricades across each closed entrance ramp and each closed panel.
- mainline lane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place cones at 25 feet spacing to close beginning of taper for each lane. 7

mainline Iane. Minimum taper length is 500 feet per lane. Place advance arrow board at Place variable message sign a ½ mile ahead

of closure with message "FREEWAY

CLOSED" and "1/2 MILE AHEAD".

Quantities:

Cones

Hillsborough County Sheriff's Office Florida Highway Patrol Hillsborough County LAW ENFORCEMENT JURISDICTION:

beginning of taper for each lane.

CAUSEWAY BLVD

Place cones at 25 feet spacing to close

panel.

5

mainline Iane. Each Type III barricade shall include a detour sign and a 48"x24" arrow

closed entrance ramp and each closed

1. Place 2 Type III barricades across each

Notes:

ATTRIBUTE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER OF THE OWNER OWNER OF THE OWNER O

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S

TAMPA BYPASS CAMPL

Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

Quantities:

Police Locations <u>2</u>
Advance Arrow Boards <u>2</u>
Variable Message Signs <u>1</u> 4 4 Portable Detour Signs Type III Barricades LEGEND:

40

Cones

SIGNAL HHHH AREA OF CLOSURE **PRIMARY ROUTE**

POLICE CONTROLLED SIGNAL POLICE LOCATION

FIRE RESCUE HOSPITAL SCH00L

SHH

POLICE STATIC

DETOUR SIGN

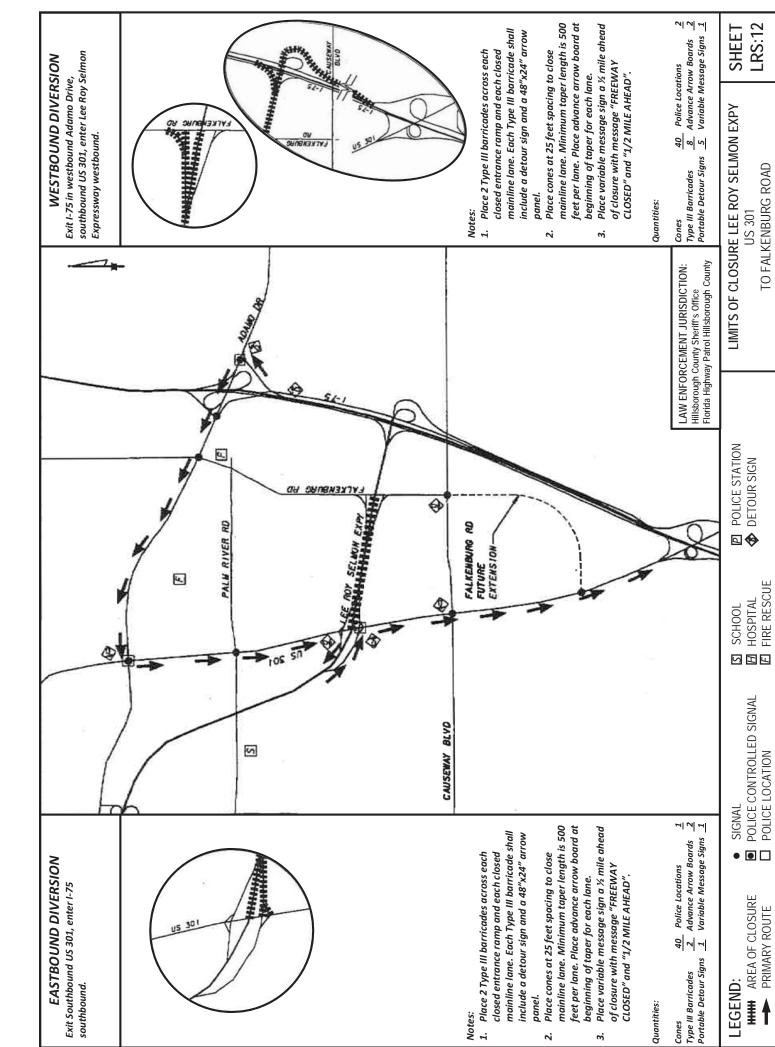
POLICE STATION

 40 Police Locations 3
 8 Advance Arrow Boards 2
 4 Variable Message Signs 1 40 Police Locations

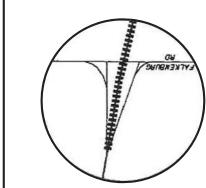
LIMITS OF CLOSURE LEE ROY SELMON EXPY Type III Barricades Portable Detour Signs

78TH STREET TO US 301

LRS:11 SHEET



Exit southbound Faulkenburg Road, westbound Causeway Boulevard, southbound US 301, enter I-75 southbound.



PALM RIVER RD

u.

S **EASTBOUND DIVERSION**

Notes:

- mainline Iane. Each Type III barricade shall include a detour sign and a 48"x24" arrow Place 2 Type III barricades across each closed entrance ramp and each closed panel.
- feet per lane. Place advance arrow board at mainline lane. Minimum taper length is 500 Place cones at 25 feet spacing to close beginning of taper for each lane. 7
 - Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

Quantities:

Type III Barricades

Cones

Advance Arrow Boards Variable Message Signs 40 Police Locations
4 Advance Arrow Bot
3 Variable Message 5 AREA OF CLOSURE PRIMARY ROLITE Portable Detour Signs LEGEND:

PRIMARY ROUTE

POLICE LOCATION SIGNAL • • 🗆

POLICE CONTROLLED SIGNAL

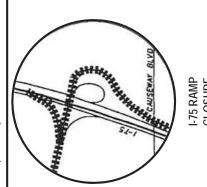
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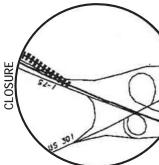
POLICE STATION POLICE STATIC

DETOUR SIGN

WESTBOUND DIVERSION

southbound Falkenburg Road, enter Lee Roy Exit I-75 in westbound Adamo Drive, Selmon Expressway westbound.





FALKENBURG RD

CAUSEWAY BLVD

EXTENSION FUTURE

- mainline lane. Each Type III barricade shall include a detour sign and a 48"x24" arrow 1. Place 2 Type III barricades across each closed entrance ramp and each closed panel. Notes:
- feet per lane. Place advance arrow board at mainline lane. Minimum taper length is 500 Place cones at 25 feet spacing to close beginning of taper for each lane. 7
 - Place variable message sign a ½ mile ahead of closure with message "FREEWAY CLOSED" and "1/2 MILE AHEAD". 'n

Quantities:

Portable Detour Signs Type III Barricades Cones

Hillsborough County Sheriff's Office Florida Highway Patrol Hillsborough County LAW ENFORCEMENT JURISDICTION:

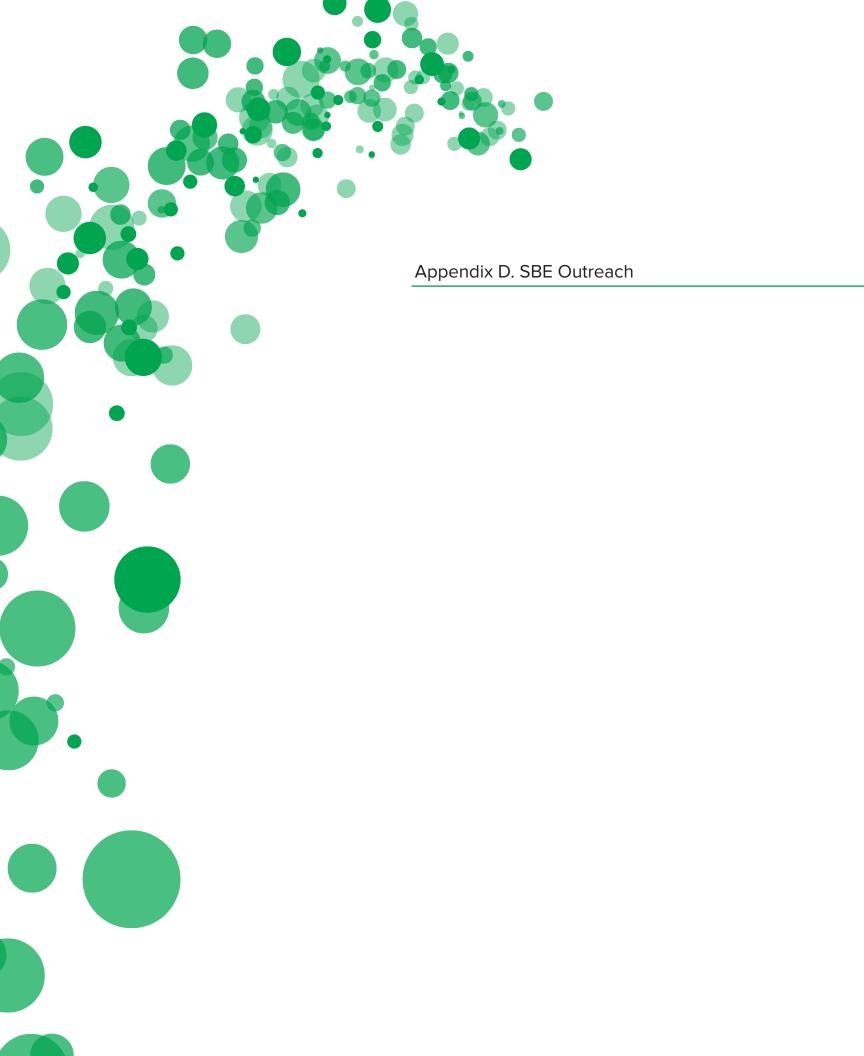
Police Locations 2
Advance Arrow Boards 2
Variable Message Signs 1 40 Police Locations

SHEET LIMITS OF CLOSURE LEE ROY SELMON EXPY

FALKENBURG ROAD

TO I-75

LRS:13



Jamie L Nicholson
First City Engineering, L.L.C.
1008 N Baylen Street
Pensacola, FL 32501
inicholson@firstcityengineering.com

April 6, 2017

Subject: Appreciation Letter for DBE Development and Utilization

To Whom It May Concern:

This letter is in recognition of Broadspectrum's unique guidance and efforts in helping support DBE small business development. I appreciate all the help I have received from Broadspectrum's great management staff in helping support my DBE development. I want to personally thank Mr. Mark Norris and Mr. Paul Staton of Broadspectrum for their mentoring and individual efforts to embrace the goals and initiatives of FDOT's DBE Development and Utilization Program.

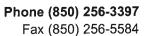
Best Regards,

Jamie L Nicholson, PE

First City Engineering, LLC.

Disadvantaged Business Enterprise (DBE) Certified

APPROVED NAICS CODES: 541990, 541330





HIGHWAY SPECIALTIES INC.

April 7, 2017

Broadspectrum 3050 Copter Rd. Pensacola, FL 32514

Mr. Norris,

I want to thank you for encouraging and supporting Highway Specialties, Inc. to become a DBE. It was a long process and we truly appreciate all of the help along the way. As of February $\mathbf{1}^{st}$ we became certified. We look forward to continuing to work with you.

Sincerely,

Jan Nicholson

President



5924 Graham Lane Milton FL 32583 Fx: 850-626-7227 www.paulpatrickelectric.com Lic# ER-0015394
Cage Code: 3CBN1
Fed ID#:20-0531542
Duns#:032543444
SBA 8(a) Certified
DBE Certified
MBE Certified

Email: paul@paulpatrickelectric.com

April 6, 2017

Broadspectrum
Attn.: Mark Norris
3050 Copter Road
Pensacola, FL 32514
Mark.norris@broadspectrum.com

Letter of Appreciation

Paul Patrick Electric, Inc would like to express our appreciation to you for contributing your knowledge and wealth of experience in helping with the DBE Certification. We would like to extend our utmost appreciation to you and your team for giving us the opportunity to work with you and your team as a DBE Certified Company. We look forward to continuous business in the future.

Best Regards,

Paul Patrick Jr.

President



CONTACT Stuart Brohaska Business Development Manager Broadspectrum Americas

T: +1 (713) 964 2863 M: +1 (832) 405 4494 stuart.brohaska@broadspectrum.com