

INSTRUCTIONS AND SUBMITTAL DOCUMENTS

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

April 8, 2022

RESPONSIBLE DEPARTMENT

Brian Pickard, PE
Director of Operations and Engineering

PROCUREMENT DEPARTMENT

Procurement Office 1104 East Twiggs Street, Suite 300 Tampa, Florida 33602 Telephone Number: (813) 272-6740, Extension 135

Email: Procurement@tampa-xway.com

Note: This document is constructed in four (4) sections. Section A contains the general information and general conditions the Respondent needs to prepare a Response. Section B contains project specific information and specific response requirements. Section C contains forms required to be submitted as part of the Response Package. Section D contains attachments incorporated into the LOR for general information and reference.

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TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

ADVERTISEMENT

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY PROJECT NO. 0322 Consultant Structures Inspection Program

The Tampa Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting Letters of Response (LOR) from Firms/Respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide professional services for the Consultant Structures Inspection Program (THEA Project No. **O-0322**). The Consultant shall perform specified bridge inspection, overhead sign structure inspection, inspection of toll gantries, high mast light pole inspection, mast arm signal structure, nondestructive testing, bridge load rating evaluation, bridge hydrographic survey evaluation, underwater dive inspections and post storm assessment inspection/emergency inspection services, as described in this Scope of Services. Only firms with FDOT prequalifications for the Inspections services listed below at the time of the submittal are eligible for selection:

Major Work:

5.1— Conventional Bridge Inspection

5.3— Complex Bridge Inspection

Minor Work:

5.4— Bridge Load Rating

Selection will be made from the Letters of Response package and Oral Interviews. THEA will evaluate the Response Packages and will shortlist a minimum of three (3) firms that will proceed to Oral Interviews. Respondents will be evaluated and ranked on the following criteria: Understanding the Scope, Qualifications and Experience of Key Personnel, Quality Assurance, Communication, Workload, and SBE Utilization.

Interested firms will obtain a copy of the LOR Instructions and Submittal Documents and submit a completed Letter of Response Package to THEA at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602. Letter of Response Packages are due by 10:00 a.m., May 2, 2022 at which time THEA will publicly open the responses.

Letter of Response Packages shall include completion of the Documents and Required Forms attached within this advertisement. Firms failing to submit the required Documents and Forms may be deemed non-responsive. The Schedule of Events containing additional important deadlines is located in the Instructions and Submittal Documents at Section A, Paragraph 1.4.

The Instructions and Submittal Documents are available on THEA's website and through the DemandStar System (www.demandstar.com).

RESPONDENTS WHO OBTAIN THIS ADVERTISEMENT FROM SOURCES OTHER THAN CITED ABOVE ARE CAUTIONED THAT THE DOCUMENTS MAY BE INCOMPLETE.

THEA encourages the use of registered or certified SBE firms to the greatest extent possible and requires nondiscrimination on the basis of race, color, sex and national origin in its employment and contracting practices.

Questions concerning this Advertisement **must** be directed by email to THEA's Procurement Office at procurement@tampa-xway.com.

[END OF ADVERTISEMENT]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

FOR

LETTER OF RESPONSE

Consultant Structures Inspection Program

THEA PROJECT No. O-0322

SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

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- 2.23 Response Package Review
- 2.24 Restriction on Consultants Eligibility to Compete for this Project

1. GENERAL INFORMATION:

1.1 <u>INSTRUCTIONS TO RESPONDENTS:</u>

To be considered, responses to this solicitation must be made in accordance with the instructions as contained within this Advertisement Instructions and Submittal Documents.

1.2 ATTACHMENTS:

The attachments listed in Section D of this Advertisement are by this reference hereby incorporated into and made a part of this Advertisement as though fully set forth herein.

1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this project will be Letter of Response (LOR) and Oral Interview. It is THEA's intention to solicit responses from potentially qualified Respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with the Respondent whose response is judged, through the evaluation and negotiation process, to be in the best interest of THEA.

Respondents must demonstrate to THEA that they are fully capable, staffed, and qualified to provide the services required by this Advertisement. Fully qualified Respondents (and/or their team assigned to this project) will have the qualifications (knowledge, education, training, expertise and skills), and experience (documentation, successful, and relevant) necessary to meet the requirements of this Advertisement. Determination of the Respondent best qualified and experienced to perform the services required through this Advertisement will be determined by THEA in its sole opinion.

Respondents must submit a "Response Package" conforming to and containing all documents, forms and information as required by the LOR Instructions and Submittal Documents and as specifically identified in Section B, Project Information and Response Requirements at Section 2.1, Response Package.

THEA will evaluate the Response Packages and will shortlist a minimum of three (3) firms that will proceed to Oral Interviews.

THEA will evaluate and rank all responses received by the submittal date as set forth in this Advertisement, or as amended by addendum, on the basis of the criteria stated herein. THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, the Evaluation Committee reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole discretion. THEA contemplates engaging one firm and will commence contract negotiations with the top ranked firm. If a satisfactory agreement cannot be negotiated with the top ranked firm, then negotiations would begin with the next highest ranked firm.

1.4 SCHEDULE OF EVENTS:

The selection process will adhere to the following schedule. All times given are Eastern Standard Time. THEA reserves the right to make changes or alterations to the schedule as THEA determines in its best interest. Unless otherwise notified in writing by THEA, the dates, times and locations indicated below for submission of items or for other actions on the part of a Respondent shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall be cause for the Respondent's proposal to be rejected and disqualified from further consideration.

SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
Friday, April 8, 2022	Advertisement Published	DemandStar System THEA website
Monday,April 18, 2022 @ 5:00 p.m.	Deadline for Respondent's submission of questions to THEA	Email to <u>Procurement@tampa-xway.com</u>
Friday, April 22, 2022	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
Monday, May 2, 2022 by 10:00 am	Deadline for Submitting Letters of Response and Proposal Package	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
Thursday, May 12, 2022	Evaluation committee evaluates response package for ranking of shortlisted firms	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
Monday, May 16, 2022	Posting of Notice of Intended Shortlisting	THEA Website & Demandstar
Monday, May 23, 2022	Board Approval of Shortlisting	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
Tuesday, June 7, 2022	Oral Interviews with shortlisted firms	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
Monday, June 17, 2022 By 12:00 PM	Evaluation committee submits final scores and rankings to THEA Contracts and Procurement Office.	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
Wednesday June 22, 2022	Posting of Notice Intended Final Ranking	THEA Website & Demandstar
Monday, June 27, 2022	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
June 29, 2022	Scope Clarification Meeting & Negotiations	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to the Schedule of Events or meeting place/time will be posted as an Addendum and published through the DemandStar System (www.demandstar.com) and is also available through a link on the THEA website (www.tampa-xway.com) under the Procurement Notice section.

1.6 **SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this Advertisement, pursuant to the Americans with Disabilities Act, should contact the THEA Procurement Manager in person at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33605 or by telephone at 813-272-6740, ext. 135, or by email at Procurement@tampa-xway.com at least five (5) business days prior to the scheduled meeting.

1.7 **ELECTRONIC DISTRIBUTION SYSTEM:**

THEA solicitations are issued electronically via Demand Star's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 /www.demandstar.com)

Obtaining solicitations through DemandStar ensures Respondents have the following capabilities:

- a) Receipt of LOR Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process:
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of Response Tabulations and contract awards;
- e) Viewing drawings, plans and blueprints online.

RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS ADVERTISEMENT FROM SOURCES OTHER THAN DEMANDSTAR ARE CAUTIONED THE SOLICITATION DOCUMENTS MAY BE INCOMPLETE.

1.8 QUESTIONS ABOUT THIS LOR SOLICITATION OR THE PROJECT:

All requests for interpretation, clarification or questions about the procurement process or the Project must be in writing, addressed to THEA, Procurement Department at Procurement@tampa-xway.com.

To be considered, such requests must be received no later than the date and time stated for the **Deadline for Respondent's Submission of Questions to THEA** referenced in Paragraph 1.4, Schedule of Events.

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the solicitation process or the Project.

Any such responses or supplemental instructions by THEA to the Respondents will be in the form of a Letter of Clarification or written Addendum which if issued, will be posted on the DemandStar System (www.demandstar.com) no later than the date and time stated for the **Deadline for THEA to Respond to Respondent's Questions** referenced in

Paragraph 1.4, Schedule of Events.

Failure of any Respondent to receive any such Letter of Clarification or Addendum shall not relieve said Respondent from any obligations contained within this Advertisement.

Respondents are required to acknowledge receipt of such Addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 9**.

All Letters of Clarification and Addendum so issued shall become part of the Contract documents.

1.9 **COMMUNICATIONS:**

Respondents to this Advertisement or persons acting on their behalf **may not** contact members of the Evaluation Committee, or other THEA staff, THEA officers or THEA Board Members, or the Contractors representing THEA with this solicitation and project once the advertisement of the solicitation has been published and until the THEA Board has made a final decision regarding the award of this contract.

Any communications regarding this LOR must be in writing to THEA, Attention Procurement Department at procurement@tampa-xway.com.

Violation of this provision shall be cause for the Respondent's Response Package to be rejected and disqualified from further consideration.

1.10 MODIFICATION AND WITHDRAWAL:

Response Packages may be withdrawn by written request dispatched by the Respondent and received by THEA at any time prior to the deadline stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

Negligence on the part of the Respondent in preparing its Response Package confers no right of withdrawal or modification after the Response has been opened at the appointed time and place by THEA.

Responses shall remain valid and in force for a period of one-hundred twenty (120) days after the opening date.

1.11 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:

THEA reserves the right to disqualify responses before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

THEA may consider any response informal that is not prepared and submitted in accordance with the instructions as contained within this Advertisement and may waive as informalities any irregularities, or reject any and all responses, at its sole discretion.

THEA reserves the right to reject, at its sole discretion, any response if the evidence submitted by the Respondent or an investigation of the qualifications and/or experience of the Respondent fails to satisfy THEA's Evaluation Committee that such Respondent is sufficiently qualified or experienced to carry out the obligations as required in this Advertisement. THEA also reserves the right to reject all responses to the Advertisement, in its sole discretion.

THEA reserves the right to reject any or all responses as not responsible or non-responsive; to re-advertise this project; to postpone or cancel this process; to waive irregularities in the procurement process or in the responses thereto; and to change or

modify the procurement schedule at any time.

- 1.11.1 Examples of <u>not responsible</u> may include, without limitation, termination of a previous contract with THEA, financial weakness, lack of SBE participation, or multiple legal actions taken against the firm.
- 1.11.2 Examples of <u>non-responsive</u> may include, without limitation, failure to include all required information in response package, documents not properly signed, goods or services not in compliance with specifications, substitution of terms and conditions, limitation of liability, failure to comply with delivery schedule or qualification of response package contingent on another contract award.

1.12 WAIVER OF IRREGULARITIES:

THEA reserves the right to waive as informalities any irregularities contained in any Response Package received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on THEA's interest and will not give a Respondent an advantage or benefit not enjoyed by other Respondents.

1.13 BINDING OFFER:

Respondent's submission of a Response Package will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a Response Package shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents and requirements of this Advertisement.

1.14 COST OF PREPARATION:

The cost of preparing a Response Package to this Advertisement shall be borne entirely by the Respondent.

1.15 DELIVERY OF RESPONSE PACKAGE:

The deadline for delivery of Respondent's Response is no later than the date and time stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

The delivery of Respondent's Response Package to THEA prior to the deadline is solely and strictly the responsibility of the Respondent.

All responses shall be delivered to the location stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

All Response Packages must be submitted in accordance with the instructions set forth within the Advertisement Instructions and Submittal Documents and specifically in accordance with the requirements of Section B, Project Information and Response Requirements.

Any response received after the date and time stated for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events, will not be considered.

1.16 OPENING OF RESPONSE PACKAGES:

Sealed Response Packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Response Package** referenced in Paragraph 1.4, Schedule of Events.

1.17 RESPONSE EVALUATIONS:

Respondents will be evaluated preliminarily on whether the Respondent is responsible and responsive to this solicitation and then evaluated based on criteria that will be used by THEA for final ranking of the firms.

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all responses submitted in response to this solicitation.

The Evaluation Committee will meet to evaluate the Response Packages and shortlist a minimum of three (3) firms on the date, time and at the location stated for **Evaluation Committee Meets to Shortlist Firms** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

Criteria for evaluating the Letter of Response (LOR) to shortlist firms are as follows:

- 1. Structures Inspection Firm Name and qualifications, including contact name and minimum required information (pass/fail)
- 2. Past Performance: Respondents past performance and references on structures inspection contracts of similar size and scope, and roles of personnel proposed for this contract (10 total points)
- 3. Respondent's Understanding of the Scope/Approach to Quality Assurance: Respondents detailed approach to provide services and willingness and ability to meet and adhere to schedules and budgets (10 total points)

The 20 total points are for scoring of the shortlist firms only and will not carry over to the Evaluation Criteria in Section 1.19.

The ranking of firms based on the Evaluation Committee's evaluation will be presented to THEA's Board for consideration and approval, with a recommendation, that the top ranked firms (minimum of three (3)) be shortlisted to advance to the Interviews in Paragraph 1.18.

1.18 INTERVIEWS AND/OR PRESENTATIONS:

Interviews will be used to select the successful Respondent from an initial Shortlist.

Each shortlisted Respondent will be allotted 5 minutes for opening statements, followed by a 30-minute oral interview.

Written questions will be provided to the shortlisted Respondents by the Authority 24 hours in advance of the Interview date.

1.19 EVALUATION CRITERIA:

The Evaluation Committee will meet to evaluate the Interviews and final ranking of the firms on the date, time and at the location stated for Evaluation Committee Meets to Evaluate Interviews and for Final Ranking of Firms referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The Evaluation Committee shall evaluate the and Interviews on the basis of the criteria as stated in Paragraph 1.19. The Evaluation Committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

After ranking of the Respondents by the Evaluation Committee, the results will be posted no later than the date, time and at the locations stated for the Posting of Notice of Intended Final Ranking referenced in Section A, Paragraph 1.4, Schedule of Events.

The ranking of firms based on the Evaluation Committee's evaluation will be presented to THEA's Board for consideration and approval, with a recommendation, the top ranked Respondent be selected for award of contract.

The Response Packages and Interviews will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the Evaluation are one hundred (100) points per evaluator.

The following evaluation criteria will be used to determine the best qualified firms:

	EVALUATION CRITERIA	Maximum Points
1.	Understanding the Scope The Consultant firm shall demonstrate their understanding of the scope of services including any unique issues involved in providing the required structures inspection services and their ability to meet the challenges. Assumptions (if any) should be clearly stated.	20
2.	 Qualifications and Experience of Key Personnel The Consultant firm shall discuss the availability of qualified staff. Provide the name of the proposed Project Manager, Structures Inspection Team Leader, Engineer of Record, and names and roles of other key personnel Provide the credentials/expertise/experience of the Project Manager, Structures Inspection Team Leader, Engineer of Record, and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the scope of services Explain the organization of its team and functional responsibilities of each subconsultant Discuss the staffing quality and availability, individuals experience on similar projects 	25
3.	 Quality Assurance The Consultant firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to this THEA contract and meets the requirements of the scope of services. Discuss key aspects of the firm's QA program that are most important to its success on this project. Present their project review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews Discuss Project QA/QC responsibilities 	20
4.	 Communication The Consultant will discuss their ability to communicate with the Authority's Project Manager, General Engineering Consultant, Asset Maintenance Contractor, and when applicable, the CEIs for ongoing THEA projects. The Consultant shall discuss their commitment in responding to the Authority. Discuss their approach to THEA personnel action requests and committing requested personnel in a timely manner. The firm shall discuss their communication with their subconsultants. The Consultant will discuss their approach to communicating with the Authority and with the FDOT as necessary. Discuss their approach to communications and responsiveness in situations requiring Emergency Inspections. Consultant shall discuss their process in determining whether to close a facility or allowing it to remain open after accidents. 	20
5.	Workload: The Consultant shall discuss its recent, current and projected workload, as well as workforce availability to undertake THEA work. • Identify other current and projected work that the firm has or is pursuing and their impact on the staffing for this project	10

	6.	SBE Utilization: The Consultant shall discuss the percentage of SBE utilization anticipated on this contract, including identification of proposed subconsultants.	5
=		TOTAL:	100

1.20 FINAL SELECTION:

The ranking of firms based on the Evaluation Committee's evaluation will be presented to the THEA's Board for consideration and approval with a recommendation that the highest-ranked firm be selected on the date, time and at the location stated for the **Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

THEA's Board has the right to correct any errors in the evaluation and selection process that may have been made. THEA is not obligated to award the contract and THEA's Board may decide to reject all proposals.

After approval of the final ranking of the Respondents and award of the Contract by THEA's Board, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events.

1.21 AWARD OF CONTRACT:

The award of the contract by THEA's Board, if made, will be within one hundred and twenty (120) days after the opening of the Response Packages.

Upon approval of the final ranking by the THEA Board, THEA will begin negotiations with the top ranked firm. Should THEA be unable to negotiate a contract with the top ranked firm that is satisfactory to THEA, in its sole and absolute discretion, negotiations shall be terminated, and THEA shall then undertake negotiations with the next top ranked firm until a satisfactory contract is achieved. Negotiations will include scope clarification, discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once THEA and the selected firm have negotiated a satisfactory agreement THEA may then enter into a contract with the selected firm.

1.22 SOLICITATION RESULTS:

Preliminary results will be available on the date, time and at the location specified for the **Posting of Notice of Intended Final Ranking** referenced in Paragraph 1.4, Schedule of Events.

Final results will be available on the date, time and at the location specified for the **Posting** of Notice of Board Approval of Final Ranking and Award of Contract referenced in Paragraph 1.4, Schedule of Events.

2. **GENERAL CONDITIONS:**

2.1 QUALIFICATIONS OF RESPONDENT:

Each Respondent shall be a FDOT Pre-Qualified Consultant for 5.1 Conventional Bridge Inspection, 5.3 Complex Bridge Inspection and 5.4 Bridge Load Rating.

The Respondent must include with its Response Package a completed FORM 6 -

QUESTIONNAIRE as contained in Section C, which will provide information on Respondent's experience, and staffing for performing the work, as well as, references and past history of contract defaults, termination for cause, claims, and litigation and other information to be used to evaluate the responsibleness of the Respondent for performing the work.

Failure to submit a completed **FORM 6 – QUESTIONNAIRE** shall be cause for determining the Respondent non-responsible and/or its Response Package non- responsive to the solicitation resulting in rejection and disqualification at the sole option of THEA.

2.2 PERSONNEL:

Response Packages submitted for this solicitation will be evaluated, in part, based upon the qualifications of the Respondent's team and upon the qualifications of key personnel presented in the Response Package.

By submitting a Response Package, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Work, including the specific individuals named in the Respondent's proposal.

The specific key personnel named in the Respondent's Response Package shall remain assigned for the duration of the project, unless otherwise agreed to in writing by THEA.

After award of the resulting contract from this solicitation, in the event the selected firm proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to successfully perform such duties. THEA shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the project.

2.3 **AVAILABILITY OF PERSONNEL:**

Personnel described in the Respondent's Response Package shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of THEA.

2.4 **PROJECT MANAGER:**

The Respondent shall designate from its staff a qualified "Project Manager" having 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 THEA during the Procurement process and during performance of the project.

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 Consultant's work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the Contract.

The "Project Manager" may serve in another key role on the Respondent's team, for example Project Manager/Engineer of Record.

2.5 CONTRACT:

The selected Respondent shall enter a Contract with THEA for this Advertisement with the terms and conditions as specified within this Advertisement's Instructions and

Submittal Document.

2.6 CONTRACT DURATION:

The contract duration will be for one three (3) year term with the options to renew for two (2) additional one (1) year terms. Renewal options to be exercised at the sole discretion of THEA.

The contract will have a thirty (30) day termination clause allowing for termination at the convenience of THEA.

2.7 CONTRACT ASSIGNMENT:

The selected Respondent may not make any assignments of their obligations resulting from this solicitation without the prior written authorization of THEA.

2.8 NON-EXCLUSIVITY OF CONTRACT:

The selected Respondent understands and agrees that any resulting contractual relationship is non-exclusive and THEA reserves the right to seek similar or identical services elsewhere if deemed in the best interest of THEA and to cancel any contract with a 30-day written notice from THEA.

2.9 COMPLIANCE:

THEA has the right to reject the Response Package or annul the award in the event Respondent's Response Package does not comply with any of the requirements outlined herein.

2.10 OWNERSHIP OF DOCUMENTS:

All documents resulting from this procurement process and subsequent contract will become the sole property of THEA.

2.11 PUBLIC RECORDS LAW:

In accordance with *Florida Statutes* Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Respondents should be aware that this Advertisement and all the responses thereto are in the public domain and are available for public inspection.

The Respondents are requested, however, to identify specifically any information contained in their Response Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All Response Packages received in response to this Advertisement will become the property of THEA and will not be returned.

2.12 INDEMNIFICATION (GENERAL LIABILITY):

The contract will contain an indemnification clause wherein the selected Respondent agrees to indemnify and hold harmless the THEA Board, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilize by the Respondent in performance of the contract.

2.13 INDEMNIFICATION (PATENT OR COPYRIGHT):

The selected Respondent shall indemnify and hold harmless, and defend the THEA Board, THEA and its officers, employees and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Respondent(s) during or after completion of the Work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by THEA.

2.14 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this LOR must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes. A copy of the required **Form 2 - PUBLIC ENTITY CRIMES** is contained in Section C.

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the Respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the THEA.

2.15 SMALL BUSINESS ENTERPRISE (SBE) POLICY:

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's.

2.15.1 **SBE Policy:**

Businesses contracting with THEA must have or adopt a similar nondiscrimination policy. A copy of the THEA **SBE POLICY** is appended to this solicitation as **ATTACHMENT 1**.

THEA's SBE Policy defines an "SBE" as a business enterprise that has obtained the required registration or certification from any of the following governmental entities in any one of the categories listed below:

- Hillsborough County as MBE, SBE, or WBE
- City of Tampa as MBE, SBE or WBE
- Florida Department of Transportation as a DBE
- State of Florida as an MBE as defined in Section 288.703(2), Florida Statutes or as an SBE as defined in Section 288.703(1), Florida Statutes
- Small Business Administration as an SBE or SBA 8(a)

Other governmental entities in the Greater Tampa Bay Area as a DBE, MBE, SBE or WBE. (Greater Tampa Bay area means Hillsborough, Pinellas, Polk, Pasco, and Manatee Counties)

Respondent shall submit a completed Anticipated SBE Participation Statement which shall provide the details of Respondent's anticipated utilization of SBE firms during the performance of this project. A copy of the required **Form 3** - **ANTICIPATED SBE PARTICIPATION STATEMENT** is included in Section C.

Respondent shall submit a completed SBE Outreach Action Plan which shall substantiate Respondent's good faith efforts to include SBE's to the greatest extent possible and plan for including SBE firms on this project. A copy of the required **Form 4 - SBE OUTREACH ACTION PLAN** is contained in Section C.

Respondent's failure to complete and submit all forms required in accordance with Paragraph 2.16 to document its efforts to solicit and utilize SBE firms shall be cause for determining the Respondent non-responsive to the Advertisement.

If there is a conflict between the terms and conditions or requirements of the solicitation documents and THEA's February 25, 2002 **SBE Policy** included herein at Section D as **ATTACHMENT 1**, the SBE Policy shall prevail.

2.15.2 SBE EQUAL OPPORTUNITY REPORTING SYSTEM:

The successful Respondent entering into a contract with THEA will be required to report monthly to THEA actual payments, minority status, and the work type of all Subcontractors and suppliers. All SBE payments must be reported whether or not the Prime Contractor initially planned to utilize the company. Each month the Prime Contractor must report actual payments to all SBE Subcontractors, Subcontractors and suppliers.

2.16 **INSURANCE REQUIREMENTS:**

For the term of this project and agreement, during contract award the Respondent shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 2**, **INSURANCE REQUIREMENTS**, **COVERAGES AND LIMITS**.

2.17 BID SECURITY:

A Bid Security is not required for this solicitation.

2.18 PAYMENT AND PERFORMANCE BOND:

A Payment and Performance Bond is not required for this solicitation.

2.19 CONFLICTS OF INTEREST:

The Respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the Respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 6**.

2.20 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the

Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

A company that, at the time of bidding or submitting a proposal for a new 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 not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondents must certify that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or engaged in business operations in Cuba or Syria.

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the Respondent/Contractor is found to have submitted a false statement or if Respondent/Contractor during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 *Florida Statutes*, or becomes engaged in business operations in Cuba or Syria.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Package. A copy of the required **Form 7 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

2.21 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected firm entering a contract for this LOR 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 all new persons employed by the Contractor during the term of the resulting Contract from this solicitation.

The selected Respondent entering a contract for this Advertisement shall also require subcontractors performing work or providing services during the term of the resulting Contract from this solicitation to 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 all new persons employed by the Subcontractor during the term of the resulting Contract from this solicitation.

The selected firm and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a Contract.

2.22 NOTICE OF PROTEST:

2.22.1 Protests Prior to Notice of Award:

Any person wishing to protest THEA's procurement process or its solicitation documents for the procurement of services must file a Notice of Intent to Protest accompanied by a Protest Bond in the amount of \$5,000, or for such amount as set forth in the solicitation documents within 72 hours of THEA's publication of the solicitation documents, (excluding Saturdays, Sundays, and legal holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the

facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the Protesting party's position and arguments of law, including any evidence supporting the position.

2.22.2 Protests After Notice of Award:

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount of \$5,000, or for such amount as shall be set forth in the solicitation documents with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The Protest Bond required herein shall be in addition to the Protest Bond referenced in Paragraph 2.27.1 above. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

2.23 RESPONSE PACKAGE REVIEW:

To assist Respondents in preparing and submitting a complete Response Submittal Package, a checklist is included for Respondent's use.

The **RESPONDENT'S RESPONSE PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 8**.

2.24 RESTRICTION ON CONSULTANTS ELIGIBILITY TO COMPETE FOR THIS PROJECT

A consultant firm, its affiliate, or sub-consultant that is under Contract with THEA for the development of this Request for Letters of Response solicitation cannot be part of a Respondent's team proposing on this solicitation.

[END OF SECTION A – GENERAL INFORMATION AND GENERAL CONDITIONS]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

SECTION B

PROJECT INFORMATION AND RESPONSE REQUIREMENTS

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

SECTION B

PROJECT INFORMATION AND RESPONSE REQUIREMENTS

- 1. Description of Project and Scope of Services
- 1.1 Description of Project
- 1.2 Scope of Services
- 2. Response Requirements
- 2.1 Response Package

1. DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:

1.1 DESCRIPTION OF PROJECT:

Tampa Hillsborough Expressway Authority (THEA) is soliciting responses from qualified firms interested in providing Consultant Structures Inspection Services for THEA's facilities.

1.2 SCOPE OF SERVICES:

A Scope of Services is attached hereto as **Attachment 4** ~ Scope of Services.

2. RESPONSE REQUIREMENTS:

Respondents are advised to carefully follow the instructions as contained within this section in order to be considered fully responsive to the solicitation. Respondents are further advised that lengthy or wordy submissions are not necessary. Responses should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's ability to fulfill the requirements of this solicitation.

2.1 RESPONSE PACKAGE:

All Response Packages must be submitted in an opaque sealed envelope having the outside marked "Sealed Response Package" with the name of the Respondent, Respondent's address, the title of the project and project number for which the Response is submitted and the date of the Response submittal deadline.

<u>Submittal Deadline</u> - The deadline for delivery of Respondent's Response Package is no later than the date and time and at the location stated for the **Deadline for Submitting Response Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

<u>Submittal Quantities</u> - One (1) original and three (3) copies of Respondent's Response Submittal, as well as, one (1) digital storage media (i.e. USB Drive) containing an electronic copy of the Response Package in Adobe PDF shall be delivered to THEA by the date, time and at the location stated for the **Deadline for Submitting Response Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Format - The response should be submitted on 8 ½-inch by 11-inch pages unless otherwise authorized. Each page should be typewritten and single-spaced with a minimum font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

The digital storage media (i.e. USB Drive) containing all electronic files of Respondent's Response Package must be in Word format or Adobe PDF and no individual file should be larger than 2MB.

Signature - All responses must be either manually or digitally signed by an authorized officer, principal or partner (as applicable).

<u>Content</u> - In order to ensure a uniform review process and to obtain the maximum degree of understanding of the Respondent's abilities, experience and qualifications, it

is **required** that Respondent's Response Package be organized, tabbed and submitted as follows:

1. <u>Table of Contents</u>

2. <u>Letter of Response</u>

A maximum of **five (5) pages** will be allowed for the "Letter of Response" element. The five-page limit does not include Organizational Chart, Resumes, Forms, or Staff hour Estimate. The Letter of Response (LOR) shall contain the following:

- a) Minimum Requirements:
 - State the Project Name and Number ("CONSULTANT STRUCTURES INSPECTION SERVICES, Project Number **0-0322**");
 - Name of Firm;
 - Firm Address;
 - Firm Telephone Number;
 - Project Manager's Name (Project Manager will be considered the primary contact for the Respondent during the Procurement process and during performance of the project);
 - Project Manager's Address;
 - Project Manager's Telephone Number;
 - Project Manager's Email Address;
 - Statement indicating Project Manager's number of years' experience in support of this Advertisement or similar services;
 - A brief statement of interest;
 - A brief statement of qualifications of Respondent's team;
 - State whether or not Respondent firm is a SBE as defined by THEA SBE Policy (reference Section A, Paragraph 2.16.1);
 - Identify any SBE team members;
 - Statement confirming Respondent's ability to meet the requirements of this solicitation.
 - Statement confirming Respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this solicitation.

b) Past Performance:

- Respondent's past performance and references on projects of similar type and size and roles of personnel proposed for this project on those projects.
- Respondent's past performance demonstrating ability to meet and adhere to project schedules and budgets
- c) Respondent's Understanding of the Scope/Approach to Quality Assurance:
 - Respondent's detailed approach to provide services & willingness

and ability to meet and adhere to project schedules and budgets.

- d) Workload:
 - Respondent's recent, current and project workload, as well as, workforce availability to undertake THEA work.
- e) Communication:
 - Respondent's ability to communicate per Section A, Paragraph 1.19.4
- f) Qualifications and Experience of Key Personnel:
 - Detailed confirmation statement that Respondent meets the minimum requirements as described in Section A, 2, 2.1

3. Organizational Chart

Attach an organizational chart that includes the following:

- Identify key members of Respondent's team including the proposed Project Manager, Bridge Inspection Team Leader, Engineer of Record, and names and roles of other key personnel
- State firm name for key members of Respondent's team (if from a Subcontractor);
- Denote if Respondent firm or Subcontractor firms are a SBE;
- State office location (city and state) for key members of Respondent's team.

Only those members of the team who will **actively** participate under the potential work assignments should be included. Individuals who would be available on an "as-needed" basis should be omitted.

A maximum of 1 page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than $8\frac{1}{2}$ " x 11" if folded neatly to $8\frac{1}{2}$ " x 11".

4. Resumes

Include one-page resumes for the Project Manager and the key active participants of Respondent's team.

5. Forms

The following forms are required to be completed, signed, notarized when indicated and included in Respondents' Response Package.

- Form 1 Declaration of Respondent
- Form 2 Public Entity Crimes Form
- Form 3 Anticipated SBE Participation Statement
- Form 4 SBE Outreach Action Plan
- Form 5 Conflicts of Interest Statement
- Form 6 Questionnaire
- Form 7 Certification Regarding Scrutinized Companies List

Form 8 - Respondent's Response Package Review Checklist

6. Staff hour Estimate

Provide a one-page summary sheet indicating estimated staff hours for the Respondent and all Subconsultants. Do not include additional narrative content. Examples of acceptable and unacceptable content are provided at the following link.

https://www.fdot.gov/procurement/SubmittalExamples.shtm

[END OF SECTION B - PROJECT INFORMATION AND RESPONSE REQUIREMENTS]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

SECTION C REQUIRED FORMS

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

SECTION C

REQUIRED FORMS

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

FORM 1: Declaration of Respondent
FORM 2: Public Entity Crimes Form
FORM 3: Anticipated SBE Participation Statement
FORM 4: SBE Outreach Action Plan

Conflicts of Interest Statement

FORM 6: Questionnaire

FORM 5:

FORM 7: Certification Regarding Scrutinized Companies Lists FORM 8: Respondent's Response Package Review Checklist

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

FORM 1

DECLARATION OF RESPONDENT

Name of Respondent:
2. Name of Contact Person:
3. Our local (to Tampa, Florida) business and mailing address is:
4. Duefaccional License Number in
4. Professional License Number is:
5. The Project Manager assigned to this contract has a current Professional License Number of issued by the State of
6. Federal I.D. Number:
7. Our primary business address is:
8. Our present business phone number is:
9. Our present fax number is:
10. Our present e-mail address is:
11. Our business has been operating under its present name since:

The below named Respondent affirms and declares:

- (1) That the Respondent has contractual capacity and that no other person, Respondent, or corporation has any interest in this response.
- (2) That this response is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a response for the same purpose, and is in all respects fair and without collusion or fraud.
- (3) That the Respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the Respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part from THEA Treasury is, shall be, or become interested, directly or indirectly, as surety or otherwise in this response; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

Construction Engineering and Inspection Services THEA Project No. O-0322

- (6) That by submitting a proposal, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of work, including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.
- (7) By submitting this response, Respondent accepts and acknowledges that Respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

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

ATTEST:	RESPONDENT:
(Witness Signature)	Firm Name
(Printed Name of Witness)	By:(AUTHORIZED SIGNATURE)
(Witness Signature)	(Printed Name of Signer)
(Printed Name of Witness)	(Title of Signer)
	(Date Signed)

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

STATE OF				
COUNTY OF				
Sworn to (or affirmed) and subscribed be	efore me this	day of	20	, by
(Name of Individual Signing)	<u> </u>			
	Signature o	f Notary Public		
My Commission Expires:				
[Apply Notary Seal Here]				

[END OF FORM 1 - DECLARATION OF RESPONDENT]

1.

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

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

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

y
[print individual's name and title]
or
[print name of entity submitting sworn statement]
hose business address is
nd (if applicable) its Federal Employer Identification Number (FEIN) is
f the entity has no FEIN, include the Social Security Number of the individual signing this
worn statement: .)

- 2. I understand that a "public entity crime" as defined in a Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjunction of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
 - i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term "person"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. relatio	Based on the information and belief, the on to the entity submitting this sworn state		
manag	Neither the entity submitting this sworn tives, partners, shareholders, employees, rement of entity, nor any affiliate of the electric entity crime subsequent to July 1, 1989.	nembers, or agents who are activ	ve in the
manag	The entity submitting this sworn statementives, partners, shareholders, employees, regement of the entity, or an affiliate of the entity crime subsequent of July 1, 1989.	nembers or agents who are active	e in the
manag public proces and th interes	The entity submitting this sworn statement ives, partners, shareholders, employees, regement of the entity, or an affiliate of the entity crime subsequent of July 1, 1989. Ending before a Hearing Officer of the State of Final Order entered by the hearing Officer of the entity submitting this sworm of the final order.	members or agents who are active entity has been charged with and However, there has been a subse e of Florida, Division of Administer cer determined that it was not in	e in the convicted of a equent strative Hearing the public
CONT PARA THIS WHICE THE THE STAT	DERSTAND THAT THE SUBMISSION TRACTING OFFICER FOR THE PURAGRAPH 1 (ONE) ABOVE IS FOR THE FORM IS VALID THROUGH DECENTY IS FILED. I ALSO UNDERSTATE PUBLIC ENTITY PRIOR TO ENTER THRESHOLD AMOUNT PROVIDED TUTES FOR CATEGORY TWO OF ALTAINED IN THIS FORM.	BLIC ENTITY IDENTIFIED I IAT PUBLIC ENTITY ONLY MBER 31 OF THE CALENDA IND THAT I AM REQUIRED ING INTO A CONTRACT IN IN SECTION 287.017, FLOR	AND, THAT AR YEAR IN TO INFORM EXCESS OF IDA
		[signature]	
Notary My co	n to and subscribed before me this OR Produced identify Public – State of of Identification)	day of ication	, 20

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

(END OF FORM 2- PUBLIC ENTITIES CRIME STATEMENT)

Construction Engineering and Inspection Services THEA Project No. O-0322

ANTICIPATED SBE PARTICIPATION STATEMENT FOR TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Project Number:
Number:
Prime Contractor Name:
Contract Dollar Amount:
Is the prime contractor an SBE as described in THEA's Policy adopted February 25, 2002? (Yes) (No)
Expected amount of contract dollars to be subcontracted to SBE(s): \$
It is our intent to subcontract% of the contract dollars to SBE(s). Listed below are the proposed SBE Subcontractors (to the extent known, please indicate whether
the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):
SBE(s) Name Type of Work/Specialty Dollar Amount/Percentage Minority Status
Submitted by: Title:
E-mail Address: Telephone No.:
Fax Number:

[END OF FORM 3 – ANTICIPATED SBE PARTICIPATION STATEMENT]

FORM 4

(SUBMIT ON YOUR COMPANY'S LETTERHEAD)

SBE OUTREACH ACTION PLAN

POLICY STATEMENT

It is the policy of **(YOUR COMPANY'S NAME)** that Small Business Enterprises ("SBE's"), as described in the policy adopted by the Tampa-Hillsborough County Expressway Authority ("THEA") on February 25, 2002 (hereinafter "THEA Policy") shall have the **opportunity** to participate as Subcontractors and suppliers on all contracts to be awarded by the THEA.

The requirements of the THEA Policy shall apply to all contracts entered into between the THEA and **(YOUR COMPANY'S NAME)**. Subcontractors and/or suppliers to **(YOUR COMPANY'S NAME)** will also be bound by the nondiscrimination requirements of the THEA Policy.

(YOUR COMPANY'S NAME), and its Subcontractors shall take all necessary and reasonable steps in accordance with the THEA Policy to ensure that SBE's have the **opportunity** to compete and perform work contracted with the THEA.

(YOUR COMPANY'S NAME), and its Subcontractors shall not discriminate on the basis of race, color, sex and national origin in the administration of contracts with the THEA.

(YOUR COMPANY'S NAME), has designated and appointed a Liaison Officer to develop, maintain, and monitor the SBE Outreach Action Plan. The Liaison Officer will be responsible for disseminating this policy statement throughout **(YOUR COMPANY'S NAME)** and to SBE's. The statement is posted on notice boards of the Company.

	X	
		(YOUR COMPANY PRESIDENT'S NAME), President (YOUR COMPANY'S NAME) (YOUR COMPANY'S ADDRESS)
X		(DATE)

PROJECT INFORMATION AND RESPONSE REQUIREMENT

I. <u>DESIGNATION OF LIAISON OFFICER</u>

(YOUR COMPANY'S NAME) will aggressively recruit SBE's as Subcontractors and suppliers for all contracts with the THEA. The Company has appointed a Liaison Officer to develop and maintain this SBE Outreach Action Plan.

The Liaison Officer will have responsibility for developing, maintaining, and monitoring the Company's utilization of SBE Subcontractors in addition to the following specific duties:

- (1) The Liaison Officer shall aggressively solicit bids from SBE's for all THEA contracts;
- (2) The Liaison Officer will submit all records, reports, and documents required by the THEA, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of the THEA.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's SBE Outreach Action Plan in accordance with the requirements of the THEA.

(LIAISON OFFICER'S NAME) (YOUR COMPANY'S NAME) (YOUR COMPANY'S ADDRESS) (PHONE NUMBER AT WHICH THE LIAISON OFFICER CAN BE REACHED)

II. SBE OUTREACH METHODS

In order to formulate a realistic SBE Outreach Action Plan, **(YOUR COMPANY'S NAME)** has identified the following known barriers to participation by SBE Subcontractors, before describing its proposed SBE Outreach methods:

- 1. Lack of qualified SBE Subcontractors in the specific geographical area of work;
- 2. Lack of SBE Subcontractors who seek to perform THEA work;
- 3. Lack of response when requested to bid;
- 4. Limited knowledge of THEA plans and specifications to prepare a responsible bid.

In view of the barriers to SBE's, including those stated above, it shall be the policy of **(YOUR COMPANY'S NAME)** to provide opportunity by utilizing the following SBE Outreach methods to promote participation on the contracts with the THEA. **(YOUR COMPANY'S NAME)** will:

- 1. Attend any pre-solicitation or pre-bid/proposal meetings scheduled by the THEA to inform SBE's of contracting and subcontracting opportunities.
- 2. Make subsequent contacts to THEA's SBE Outreach Contractor for assistance in meeting THEA's SBE project goal.
- 3. Advertise or otherwise provide written notice by certified mail, or other reliable method, at least ten (10) days prior to bid/proposal opening to a reasonable number of specific SBE's that their interest in the contract is being solicited.
- 4. Follow-up on initial solicitations of interest by contacting SBE's to determine with certainty

whether the SBE's are interested.

- 5. Select portions of the work to be performed by SBE's in order to increase the likelihood of obtaining SBE participation (including, where appropriate, breaking down contracts into economically feasible units to facilitate SBE participation).
- 6. Develop mechanism to provide interested SBE's with adequate information about the plans, specifications or requirements of the contract.
- 7. Demonstrate good faith negotiations with interested SBE's, not rejecting SBE's as unqualified without sound reasons after a thorough investigation of their capabilities.
- 8. Make efforts to assist interested SBE's in obtaining bonding, lines of credit, or insurance required by the THEA of Respondent.
- 9. Make effective use of the services of available small business and community organizations; small business contractor groups; local, state and federal small business assistance offices; and other organizations that provide assistance in the recruitment and placement of SBE's.
- 10. Fairly represent the SBE quotations in the formulation of the Respondent's price proposal.

(YOUR COMPANY'S NAME) understands that this list of SBE Outreach Action methods is not exhaustive and will include additional approaches after having established familiarity with the SBE subcontracting community and/or determined the stated approaches to be ineffective.

III. <u>IMPLEMENTATION</u>

(YOUR COMPANY'S NAME) will, as an expression of good faith, seek to utilize SBE Subcontractors where work is to be subcontracted.

IV. REPORTING

(YOUR COMPANY'S NAME), shall keep and maintain such records as are necessary to determine the Company's compliance with its SBE Outreach Action Plan.

The Company will design its record keeping system to indicate:

- The number of SBE Subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
- The efforts and progress being made in obtaining SBE Subcontractors through local and community sources:
- Documentation of all contacts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain SBE participation on all THEA projects;
- The Company shall comply with THEA's requirements regarding payments to SBE
- Subcontractors for each month in which the companies have worked.

V. SBE DIRECTORY

(YOUR COMPANY'S NAME) will utilize all available SBE Directories.

[END OF FORM 4 - SBE OUTREACH ACTION PLAN]

FORM 5

CONFLICTS OF INTEREST STATEMENT

Check one of	the boxes below:
	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 may be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and project.
	RESPONDENT:
	By:(AUTHORIZED SIGNATURE)
	(Printed Name of Signer)
	Title of Signer)
	(Date Signed)

[END OF FORM 5 - CONFLICTS OF INTEREST STATEMENT]

QUESTIONNAIRE

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

1. BUSINESS INFORMATION:		MATION:		
1.1 Name of Primary Contractor (Bidder):			nary Contractor (Bidder):	
1.2 Location of primary office wh			Location of p	rimary office which will handle this project:
1.3 Business Organization:			_	
		a)	Number of y	ears your firm (under any name) has been in Business:
		b)	With same p	person in top management position:
		c)	Under prese	ent name:
		d)	Number of y	years in Florida:
e) Total number of full-time staff:			er of full-time staff:	
		f)	Additional p	art-time staff:
		g)	States in wh	nich you have performed activities:
 2. MINIMUM QUALIFICATIONS: 2.1 Minimum Requirements: This Project requires that Prime Contractor: 		CATIONS:		
		equirements:		
		requires that Prime Contractor:		
			a.	Have previous experience with similar projects and previous experience in providing services related to this LOR.
			b.	Procures and maintains insurance of the types and limits as specified in Section C, Attachment 3 – Insurance Requirements, Coverages and Limits.
3.	EXI	PEF	RIENCE AND	REFERENCES:
	3.1		Experience:	
	3.1.1. State the total contract volume and responsible for in the past five years in:			he total contract volume and value that your organization has been or in the past five years in:
			a.	Total Dollar value

		b.	Number of Contracts
	3.1.2.		dollar volume and number of governmental projects your organization has eted in the past 5 years:
		a.	Dollar Value
		b.	Number of government projects
the pas			nation on at least three projects that Contractor has performed within 5) years that were similar to this project. List chronologically, starting roject:
	3.2.1	<u>Projec</u>	<u>t#1:</u>
a.	Date Proje	ct Comp	oleted:
b.	Project Na	me:	
C.			
d.	Owner Add	dress:	
e.	Owner Tel	ephone:	
f.			e for this Project:
g.	Relationsh	ip of Re	ference to Owner:
h.	Title and P	osition I	Reference Held for this Project:
i.	Firm name	where	Reference was employed for this project:
j.	Reference	's Telep	none:
k.	Dollar Amo	ount:	
l.			
m.	Describe Y	our Spe	cific Scope of Work:
n.	General C	ontract A	Amount:
0.			Was:
p.	Completion	n Date:_	
q.	Was the P	roject co	mpleted on time?
r.	Was the P	roject co	mpleted within budget?
S.	If not, expl	ain:	
t.	Penalties i	mposed	? (Yes or No; if Yes explain)
u.	Any liens,	claims, d	or lawsuits? (Yes of No, if Yes explain)

V.	If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal.			
W.	v. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:			
Χ.	Any other pertinent information?			
	[Use additional sheets as necessary.]			
	3.2.2 Project # 2:			
a.	Date Project Completed:			
	Project Name:			
C.	Owner Name:			
d.	Owner Address:			
e.				
f.	Name of Reference for this Project:			
g.	Relationship of Reference to Owner:			
h.				
i.	Firm name where Reference was employed for this project:			
j.	Reference's Telephone:			
k.				
I.	List any other special criteria i.e. specialized repair or equipment, etc. worked:			
m.	Describe Your Specific Scope of Work:			
n.	General Contract Amount:			
0.	Your Participation Was:			
p.	Completion Date:			
q.	Was the Project completed on time?			
r.	Was the Project completed within budget?			
s.	If not, explain:			
t.	Penalties imposed? (Yes or No; if Yes explain)			
u.	Any liens, claims, or lawsuits? (Yes of No, if Yes explain)			

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.		
W.	Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:		
Χ.	Any other pertinent information?		
	[Use additional sheets as necessary.]		
	3.2.3 Project # 3:		
a.	Date Project Completed:		
	Project Name:		
	Owner Name:		
d.			
e.			
f.	Name of Reference for this Project:		
g.			
h.			
i.	Firm name where Reference was employed for this project:		
j.	Reference's Telephone:		
k.	Dollar Amount:		
I.	List any other special criteria i.e. specialized repair or equipment, etc. worked:		
m	Describe Your Specific Scope of Work:		
111.	Describe Tour Specific Scope of Work.		
n.	General Contract Amount:		
0.	Your Participation Was:		
p.	Completion Date:		
q.	Was the Project completed on time?		
r.	Was the Project completed within budget?		
S.	If not, explain:		
t.	Penalties imposed? (Yes or No; if Yes explain)		
u.	Any liens, claims, or lawsuits? (Yes of No, if Yes explain)		

	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. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:					
w. Provide r						
x. Any othe	Any other pertinent information?					
	[Use addition	onal sheets as	necessary.]			
4. STAFF:						
	ovide information on Res me, years' experience, cr					
POSITION	EMPLOYEE NAME		REDENTIALS & ROFESSIONAL LICENSE	YEARS EXPERIENCE		
Project Manager						
Other						
4.2. Provide a proceed a proce	ofile of your staff listing cl experience.	assification of p	personnel, number of	personnel and		
Classifica	ation	Number of Personnel	Combined Years of Experience	No. of 4-year Degrees		
Project Ma	anager					
Other						
•	[END OF F	ORM 6 - QUES	TIONNAIRE]			

FORM 7

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 **not** bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

renew a contract with an	agency of local government entity ic	i goods of services of \$1 million of	more.
Respondent / Bidder Nar	me:		
Respondent /Bidder FID	or EIN:		
Address:			
City:	State:	Zip:	
I hereby warrant that I above as the "Respon	am duly authorized to sign and bi dent/Bidder".	nd on behalf of the company lis	ted
listed on either the Scr Companies with Activit	irm that the company listed above utinized Companies with Activities ties in the Iran Petroleum Energy of 215.473, or engaged in business	s in Sudan List or the Scrutinize Sector List, created pursuant to	d
•	to Florida Statue, Section 287.13 ct the Respondent/Bidder to civil լ	· ·	· costs
	RESPONDENT/	BIDDER:	
	,	ature)	
	(Printed Name o	f Signer)	
	(Title of Signer)		

[END OF FORM 7 - CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

(Date Signed)

FORM 8

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum iss	ued on this Solicitation?	1	
Yes			
☐ No			
	wledge receipt of the fol the Addendum by numb		um/Addenda issued in reference to this gning the form:
Addendum		Date:	
		RESPONDE	NT:
		By:(AUTH	HORIZED SIGNATURE)
		(Printed Name	e of Signer)
		(Title of Sign	ner)
		(Date Signed	<u>d)</u>

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

RESPONDENT'S RESPONSE PACKAGE REVIEW CHECKLIST

Respondent's Response Package <u>must be</u> organized and labeled following the instructions as contained in Section B, Project Information and Response Requirements, Paragraph 2.1, Response Package.

Proposal Format	Section Title		
	1. Table of Contents		
	2a. LOR – Minimum Requirements and Statement of Qualifications		
	2b-2d. LOR – Past Performance, Approach/Understanding, Workload		
	2e. LOR - Communication		
	2f. LOR - Qualifications and Experience		
	Organizational Chart Resumes		
	5. Completed Forms		
	Form 1 - Declaration of Respondent		
	Form 2 - Public Entity Crimes Statement		
	Form 3 - Anticipated SBE Participation Statement		
	Form 4 - SBE Outreach Action Plan		
	Form 5 - Conflicts of Interest Statement		
	Form 6 - Questionnaire		
	Form 7 - Certification Regarding Scrutinized Companies List		
	Form 8 – Acknowledgement of Receipt of Addendum		
	Form 9 - Respondent's Response Package Review Checklist		
	Addendum (if applicable).		
	6. Staffhour Estimate		
	One (1) original plus three (3) copies of your response as well as one (1) digital storage media (i.e. USB Drive)		

By submitting this response, we accept and a	cknowledge that we can comply with all terms and
conditions set forth in the LOR including, with bond requirements and the indemnification pr	out limitation, the insurance and performance/payment ovision.
Name of Person Responsible for LOR	Date

Title of Person Responsible for LOR Company Name

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

SECTION D

ATTACHMENTS

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

SECTION D

ATTACHMENTS

- 1. SBE Policy
- 2. Insurance Requirements, Coverages and Limits
- 3. Scope of Services

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

<u>ATTACHMENT 1 – SBE POLICY</u>

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

The Tampa-Hillsborough County Expressway Authority

Small Business Enterprise (SBE) Policy For Design and Construction Projects

(Adopted February 25, 2002)

1. Introduction

In recognition of difficulties encountered by Small Business Enterprises (hereinafter "SBEs) in the transportation construction contracting industry, the Tampa-Hillsborough County Expressway Authority ("THEA") hereby adopts this policy to provide mechanisms that will enhance contracting opportunities for SBEs on THEA's design and construction contracts. This policy shall apply to design contracts in excess of \$250,000, and construction contracts in excess of \$1,000,000.00 (hereinafter also referred to as "Contracts" or "Design & Construction Contracts"), except that the provisions of the Sheltered Market Component covered by paragraph 4(e) hereof may involve contracts of any size and nature.

THEA shall utilize race-neutral, ethnic-neutral and gender-neutral mechanisms to enhance contracting opportunities for SBEs on THEA Design and Construction Contracts.

2. <u>Definition of SBE</u>

An SBE means a business enterprise that has obtained the required registration or certification from any of the following governmental entities in any one of the categories listed below:

- Hillsborough County as a WMBE or SBE
- City of Tampa as a WMBE or SBE
- Florida Department of Transportation as a DBE
- State of Florida as an MBE as defined in section 288.703(2), Florida Statutes or as an SBE as defined in section 288.703(1), Florida Statutes
- Small Business Administration as an SBE or SBA 8(a)
- Other governmental entities in the Greater Tampa Bay Area as an SBE, MBE, DBE, or WMBE. (Greater Tampa Bay Area means Hillsborough, Pinellas, Polk, Pasco, and Manatee Counties)

3. SBE Outreach Liaison

THEA shall designate an SBE Outreach Liaison to facilitate the participation of SBEs in THEA Design and Construction Contracts. The Outreach Liaison shall report directly to the Executive Director and shall manage and implement the SBE policy. The Outreach Liaison shall cooperate with firms seeking THEA contracts to assist them in identifying SBEs that are available to participate on the Project. THEA may retain Contractors, as needed, to assist in the SBE Outreach efforts.

4. Mechanisms for promoting Equal Opportunities in Contracting

a) <u>THEA's Outreach:</u> To the extent deemed appropriate and as may be required by regulation, THEA shall include SBEs on solicitation mailing lists and solicit their participation in Design and Construction Contracts for which such businesses may be suited.

THEA shall maintain a list of SBEs that have indicated an ability and willingness to participate in THEA projects and shall make the list available to firms seeking Design and Construction Contracts from THEA for the purpose of encouraging participation from SBEs in Design and Construction Contracts.

THEA may assist businesses, including SBEs, with learning how to do business with THEA. THEA may refer SBEs to available training programs that may improve the ability of SBEs to provide design and construction services to THEA.

- b) Outreach Plans For Prime Contractors and Firms: THEA encourages all firms and contractors seeking Design and Construction Contracts to actively pursue obtaining bids and QUALIFICATIONS from SBEs. THEA shall require such firms and contractors to submit an SBE Outreach Action Plan that outlines their efforts in actively pursuing such bids and QUALIFICATIONS.
- <u>c)</u> <u>Monitoring and Collection of Information:</u> THEA shall monitor utilization of SBEs on Design and Construction Contracts to determine the extent to which firms and contractors provide equal employment and contracting opportunities to SBEs.

THEA shall collect information from firms serving as prime contractors on Design and Construction Contracts regarding their anticipated SBE participation on THEA Contracts. The information provided concerning anticipated SBE participation shall not become a mandatory part of the contract with THEA. It shall be available to assist THEA in tracking planned or estimated SBE utilization.

THEA shall require firms serving as prime contractors on Design and Construction Contracts to provide a Bidders' Opportunity List that includes all Subcontractors or Contractors who submitted bids or QUALIFICATIONS to the prime contractor or firm for THEA Contract. THEA will also require the prime contractors and firms to report actual payments, retainage, SBE status, and the work type of all SBE Subcontractors.

THEA shall require that information provided on SBEs be broken down into appropriate subcategories as established by THEA.

- <u>d)</u> <u>Progress Payments:</u> THEA's Design and Construction Contracts may contain such special provisions for progress payments as deemed reasonably necessary to encourage SBE participation.
- e) Sheltered Market Component: The Executive Director may recommend to the Board, from time to time, that certain contracts be made available only to SBEs. Such designated projects and/or contracts or portions of contracts shall be based on economic feasibility. The Executive Director may waive or modify bid bonds and performance and payment bonds under the Sheltered Market Component utilizing the same guidelines as subsection (f) below.
- <u>f)</u> Waiver or Modification of Bonding: So long as consistent with, and within the limits established by State Law, the Executive Director may waive or modify bid bonds and performance and payment bonds normally required or accept alternative forms of security to the extent reasonably necessary to encourage participation from SBEs An alternative form of security shall be in the form of cash, cashier's check, or irrevocable letter of credit, and shall be subject to the same conditions as the bond required for the contract. In reducing the level or types of bid bonds and performance and payment bonds normally required of SBEs, the Executive Director should take precautions to ensure that THEA and any third parties will be adequately protected.
- 5. Procedures and Annual Report to THEA Board

Construction Engineering and Inspection Services THEA Project No. O-0322

The Executive Director shall develop procedures as necessary to implement these policies, and shall annually report to the Board concerning the awarding of design Contractor and construction contracts to SBEs during the preceding fiscal year. To the extent practicable, the report required by this Section should include the total dollar value of awards made in the fiscal year to SBEs.

6. Compliance with Federal Regulations.

Where a Design or Construction Contract involves the expenditure of federal assistance or contract funds, the Executive Director or designated representative shall comply with any mandatory federal law and authorized regulations. The Executive Director shall modify the procedures as necessary to obtain federal approval, consistent with these policies, and shall bring recommendations for any required modification of these policies to the Board for consideration.

7. Contracts controlled by Executive Director

In addition to those contracts subject to the SBE Policy as set forth above, it is the intent of THEA to authorize and encourage the Executive Director to consider opportunities to involve SBEs on those contracts that do not require Board approval but are solely within the Executive Director's authority.

REVISED: March 29, 2004

TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

/s/ J. Thomas Gibbs

J. Thomas Gibbs, Chairman

Approved as to Form and Legal Sufficiency:

/s/ Steven A. Anderson
Steven A. Anderson, Esq.
Ruden McClosky Smith Schuster &
Russell, P.A. General Counsel

[END OF ATTACHMENT 1 – SBE POLICY]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

<u>ATTACHMENT 2 – INSURANCE</u> <u>REQUIREMENTS, COVERAGES AND LIMITS</u>

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

INSURANCE REQUIREMENTS. COVERAGES and LIMITS

for

Tampa-Hillsborough County Expressway Authority

Contractors, Contractors and Vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway, "THEA" are required to maintain adequate insurance coverages and provide insurance certification to the THEA.

A. **INSURANCE REQUIREMENTS:**

- All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that the THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under this AGREEMENT.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between THEA and "Name of Insured" and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to the THEA, within ten (10) days from the receipt of a Notice of Award of this AGREEMENT, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this AGREEMENT.

- 9) INSURED authorizes the THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA's request, INSURED shall provide copies of the policies at no cost to the THEA, subject to redaction by the INSURED of any proprietary information.
- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by the THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in this AGREEMENT.
- 11) The insurance coverages and limits required of the INSURED under this AGREEMENT are designed to meet the minimum requirements of the THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide the THEA with thirty (30) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this AGREEMENT, except for the application of the Aggregate Limits Provisions.

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

Tampa-Hillsborough Expressway Authority, (THEA) Contracts & Procurement Manager 1104 East Twiggs St, Suite 300 Tampa, FL 33602

- 13) The THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the AGREEMENT. Neither the approval by the THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by this AGREEMENT.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in this AGREEMENT, the THEA may terminate or suspend this AGREEMENT, or, at THEA's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of the THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.
- 15) INSURED shall fully comply with the insurance requirements of this AGREEMENT unless excused in writing by the THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the AGREEMENT, there are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or

broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the THEA without restrictive endorsement.

- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to the THEA has been provided to the THEA and the THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA's review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under this AGREEMENT.
- 20) All insurance minimum coverages limits extend to any Subcontractor and the Prime INSURED is responsible for all Subcontractors.

B. **INSURANCE COVERAGES and LIMITS:**

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

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

Workers' Compensation Florida Statutory
Requirements
Employers' Liability
Each Accident \$500,000
Disease - Policy Limit \$500,000
Disease - Each Employee \$500,000

2) **Commercial General Liability Insurance -** The minimum limits of Commercial General Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

General Aggregate Per Person	\$1,000,000 \$1,000,000		
Each Occurrence	\$2,000,000		
Personal Injury	\$1,000,000		
Property Damage	\$1,000,000		
Products & Completed Operations	\$1,000,000		

The General Aggregate Limit must be specifically applicable to the AGREEMENT between THEA and the INSURED.

The Certificate must reflect whether the policy is "claims made" or

"occurrence".

Products & Completed Operations coverages to be maintained for three (3) years after final completion of the work under this AGREEMENT.

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

Bodily Injury

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

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

Bodily Injury & Property Damage Combined

Each Occurrence	\$2,000,000
Aggregate (specific to this AGREEMENT)	\$2,000,000
Aggregate (not specific to this AGREEMENT)	\$1,000,000

5) Professional Liability Insurance, also known as "Errors and Omissions".

The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under this AGREEMENT.

6) **Fiduciary Liability Insurance -** The minimum limits of Fiduciary Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim \$5,000,000 Aggregate \$5,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under this AGREEMENT.

7) Environmental Impairment (Pollution) Liability, (<u>if required</u>) – Environmental Impairment (Pollution) Liability insurance is required <u>only</u> if specifically stated in the LOR Instructions and Submittal Documents package at Section A, Paragraph Page 60 of 114

2.17.

<u>If required</u>, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverages (inclusive of any amount provided by an umbrella or excess policy) for liability resulting from pollution or other environmental impairment in connection with operations performed by or on behalf of INSURED under this AGREEMENT or the use or occupancy of THEA premises by or on behalf of the INSURED are:

Each Occurrence \$1,000,000 Annual Aggregate \$1,000,000

[END OF ATTACHMENT 2 - INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

ATTACHMENT 3 – SCOPE OF SERVICES

FOR

CONSULTANT STRUCTURES INSPECTION PROGRAM

THEA PROJECT No. O-0322

SCOPE OF SERVICES

FOR

CONSULTANT STRUCTURES INSPECTION

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CONSULTANT STRUCTURES INSPECTION PROGRAM

1.0 PROJECT OBJECTIVE

Structures owned and maintained by the Tampa Hillsborough Expressway Authority (THEA) are to be inspected in compliance with federal regulations (National Bridge Inspection Standards, CFR Title 23, Part 650, Subpart C); Section 335.074, Florida Statutes; Safety Inspection of Bridges; and State of Florida Department of Transportation (Department or FDOT) Rules, Chapter 14-48, F.A.C., Bridge Inspection Standards.

2.0 SERVICES / GENERAL DESCRIPTION

The Consultant shall perform specified bridge inspection, overhead sign structure inspection, inspection of toll gantries, high mast light pole inspection, mast arm signal structure, nondestructive testing, bridge load rating evaluation, bridge hydrographic survey evaluation, underwater dive inspections and post storm assessment inspection/emergency inspection services, as described in this Scope of Services.

3.0 **DEFINITIONS**

For the purpose of this agreement, a bridge is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.

4.0 PERSONNEL REQUIREMENTS

4.1 Qualifications

Proposers are required to be pre-qualified in all work types required for the Project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the Project, must be satisfied. All personnel shall have completed and be current in the appropriate FHWA NHI courses for the specific work being performed.

4.2 Bridge Inspection

A qualified individual must be at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Florida Certified Bridge Inspector and experienced in the inspection of bridges according to the National Bridge Inspection Standards.

4.3 Non-Destructive Testing

The minimum qualifications for individuals preparing inspection plans and procedures shall be American Society for Nondestructive Testing (ASNT) certified as a Level III NDT inspector. Minimum qualifications for the field inspectors shall be (ASNT) certified as a Level II inspector.

4.4 Bridge Load Ratings

Load rating determinations and load rating calculations shall be signed and sealed in accordance with Section 471.025, F.S. by the Professional Engineer which confirms the accuracy and completeness of the engineering services. Bridge load ratings must be performed by a professional engineer registered in Florida and employed by a FDOT prequalified consultant in bridge load rating.

4.5 Bridge Hydrographic Survey Evaluations

All work performed under the supervision of a licensed Florida Professional Land Surveyor (PLS) working for a FDOT prequalified consultant in category 8.2. All reports shall be signed and sealed by the PLS in accordance with Florida Administrative Code 5J-17.

4.6 Overhead Signs / Toll Gantries / High Mast Light Poles / Mast Arm Signal Structures (Ancillary Structures) Inspection

To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of ancillary structures (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F.A.C.

4.7 Underwater Dive Inspections

A qualified individual must be at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Florida Certified Bridge Inspector.

4.8 Post Storm Assessment Inspections

A qualified individual must be at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Florida Certified Bridge Inspector.

4.9 Subconsultants / Subcontractors

Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work (i.e. underwater inspections, mechanical inspections, electrical inspections). The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

Subcontracting firms and the work they will perform shall be identified in the original proposal. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. The percentage of work performed by the subcontractors shall not exceed fifty percent (50%). Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by THEA.

5.0 PUBLICATIONS

All services to be performed by the Consultant shall conform to the following state and national publications (latest revision) covering bridge inspection standards of practice:

National Bridge Inspection Standards Code of Federal Regulations 23 - Highways, Part 650, Subpart C.

State of Florida Statute 335.074, Safety Inspection of Bridges

Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO).

Manual for Bridge Evaluation current edition, AASHTO

AASHTO LRFD Bridge Design Specifications: American Association of State Highway and Transportation Officials (AASHTO)

Bridge Inspector's Training Manual 90 U.S. Department of Transportation/Federal Highway Administration.

Bridge Inspector's Reference Manual U.S. Department of Transportation/Federal Highway Administration (UDOT/FHWA)

Inspection of Fracture Critical Bridge Members, FHWA-IP-86-26 U.S. Department of Transportation/Federal Highway Administration.

Manual for Inspecting Bridges for Fatigue Damage Conditions: FHWA-PA-89-022-85-02

Culvert Inspection Manual, FHWA-IP-86-2 U.S. Department of Transportation/Federal Highway Administration.

Evaluating Scour At Bridges FHWA-IP-90-017 Hydraulic Engineering Circular No. HEC-18Current Edition.

Stream Stability At Highway Structures, FHWA-IP-90-014 Hydraulic Engineering Circular No. Hec-20 Current Edition.

Scour at Bridges: FHWA Technical Advisory TS140.23 U.S. Department of Transportation/Federal Highway Administration Dive Manual,

State of Florida Department of Transportation, Bridge and Other Structures Inspection and Reporting Procedures, FDOT; 850-010-030

Bridge Underwater Operations, FDOT Topic No. 850-010-011.

State of Florida Department of Transportation, Bridge Inventory Database, Users Handbook, Volume II,

State of Florida Department of Transportation, Bridge Inspectors Field Guide - Structural Elements

FHWA USDOT Manual on Uniform Traffic Control Devices,

950-044-0000-4 U.S. Department of Transportation/Federal Highway Administration, Accident Prevention Procedures Manual,

State of Florida Department of Transportation, Load Rating and Weight Limit Posting for State Owned Bridge

Structures Volume III, State of Florida Department of Transportation.

Bridge Load Rating Manual Latest Release, State of Florida Department of Transportation

FDOT Asset Maintenance Procedures – latest editions as applicable to the inspection being performed.

AASHTOWare BrM User's Manual – Latest version

Technical Advisory Inspection of Gusset Plates Using Non-Destructive Evaluation Technologies - January 29, 2010 (FHWA)

6.0 MATERIAL TO BE FURNISHED BY THE THEA –at the request of the Consultant.

6.1 THEA Furnished Materials:

- FDOT Straight line Diagram
- BrM/BMS Inspection Reports
- Comprehensive Inventory Database (CID) = Prior Inspection Reports.
- Bridge Plans (existing, As-built or reconstruction plans), if available.
- Bridge Location Maps
- Access to the structure sites

All bridge plans shall be returned to the THEA at the conclusion of the contract period.

6.2 Consultant Furnished Materials:

All equipment, materials and incidentals necessary to complete the services.

Other manuals listed in this document may be purchased from the vendors listed below:

FDOT MANUALS

Florida Department of Transportation Map and Publication Sales Mail Station 12 Room Number 27 605 Suwannee St. Tallahassee, FL 32399-0450 (904) 488-9220

BARS Load Rating Manuals C. W. Beilfuss & Associates, Inc. P.O. Box 97288 Chicago, Il 60690 (312) 953-1645

AASHTO Publications

American Association of State Highway and Transportation Officials 444 N. Capitol Street, NW Suite 225 Washington, D.C. 20001 (202) 624-5800

FHWA Manuals U. S. Government Printing Office Washington D. C. 20402

7.0 QUALITY CONTROL

The Consultant shall institute quality assurance procedures that shall be provided in written form to THEA for review and approval before work begins. Quality assurance procedures are an integral part of this contract and are not a separate pay item.

7.1 Quality Assurance Plan

The Consultant shall include a quality assurance plan in the proposal. The quality assurance plan shall detail the procedures, evaluation criteria, and instructions to its organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until the consultant's quality assurance plan is approved by THEA. Significant changes to the work requirements may require the consultant to revise its quality assurance plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

7.1.1 Organization:

A description of the Consultant's quality control organization and its functional relationship to the part of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

7.1.2 Quality Reviews:

The Consultant's quality assurance methods used to monitor and assure compliance of its organization with the contract requirements of services and products shall be detailed.

7.1.3 Quality Records:

The types of records that will be generated and maintained by the consultant during the execution of its quality assurance program shall be outlined.

7.1.4 Quality of Subcontractors and Vendors:

The methods used by the Consultant to control the quality of its subcontractors and vendors shall be detailed.

7.1.5 Quality Assurance Certification:

An officer of the consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the bridge inspection reports, load ratings, etc., have been prepared and checked in accordance with the THEA's specifications for this contract and within the Scope.

7.2 Quality Assurance Reviews

The Consultant shall conduct Quality Assurance Reviews to make certain its own organization is in compliance with the requirements cited in the Scope of Services. Quality Assurance Reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract

7.3 Quality Records

The Consultant shall maintain adequate records of the quality assurance actions performed by its organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be kept at the primary office site and shall be available to THEA for audit review during the contract term. The Quality Assurance Program should have a second, peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consultant firm.

7.4 QA/QC Training

THEA may hold short (1/2 day) training sessions for all bridge inspectors biannually informing them of changes that have been made in inspection and/or reporting procedures. The Consultant's inspectors are required to attend and will be notified of the date, time and place by THEA's Project Manager.

8.0 WORK SCHEDULE AND PROGRESS REPORTS

Project Kickoff Meeting

THEA shall conduct a Project Kickoff meeting after the Consultant has received the Notice to Proceed letter from THEA. This meeting will include but will not be limited to the following personnel:

- THEA Project Manager
- THEA Contract's Manager
- Consultant Project Manager
- Consultant Deputy Project Manager

THEA will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, transfer materials to be furnished by THEA. The Consultant will provide THEA with a written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.

8.1 Work Schedule

A proposed work schedule shall be submitted to THEA for approval. This schedule shall show how the Consultant anticipates the work will progress from month to month through completion of the agreement. The work schedule shall be established in a manner that will ensure that structure inspections will not be delinquent. THEA prefers that structures be inspected in general conformance with the schedule presented in this Scope.

A cost flow graph shall be submitted that will show anticipated cost flow by monthly increments.

An organizational chart shall be submitted to THEA for approval. The organizational chart shall include the number and names of people, team sizes, key personnel and which people are to be assigned to the various work items. The format for the work schedule and cost flow graph shall comply with Department standards.

8.2 Progress Reports

The Consultant shall submit monthly progress reports that show work completed as measured against the proposed schedule. Weekly progress reports shall describe the work performed on each task and shall include a listing of work performed on each structure. The respective structure numbers shall be used for tracking of progress. Accumulated project cost will also be reported and compared to the proposed project cost.

The Consultant shall meet with THEA on a monthly basis or as deemed necessary by the THEA Project Manager.

Judgment on whether work of sufficient quantity has been accomplished will be made by the THEA Project Manager by comparing the actual work accomplished against the proposed schedule.

8.3 Pre-Inspection Meeting

THEA shall conduct a pre-inspection meeting 30 days prior to performing the routine inspection on the following six (6) bridges: 100800, 100806, 100812, 100852, 100853 and 100854.

Bridge Structure No.	Structure Type	Inspection Type	Facility Crossed
100800	Segmental box	Regular NBI and Special-Other	12TH ST TO 26TH ST
100806	Segmental box	Regular NBI and Special-Other	39TH ST TO 78TH ST
100812	Segmental box	Regular NBI and Special-Other	I-75 (SR-93A)
100852	Segmental box	Regular NBI and Special-Other	US-92 & WESTSHORE & MANHATTAN
100853	Steel Box Girder	Regular NBI and Special-Other	US-92
100854	Steel Box Girder	Regular NBI and Special-Other	SR-618 WB Ramp to US-92 EB

The meeting will include but will not be limited to the following personnel:

- THEA Project Manager
- Consultant Project Manager
- Lead Bridge Inspector
- Lead Climbing Inspector

THEA will review previous inspection reports and discuss inspection process and recording requirements for inspection report.

9.0 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM (EDMS)

The Consultant must maintain an active VPN connection, which will be used to upload electronic documents into the Department's Electronic Document Management System (EDMS).

The Consultant shall provide personnel proficient in the use of computers and scanner operation to input Bridge Inspection Documents into an Electronic Document Management System (EDMS). This will require familiarity with the Structures Management Documents guidelines for EDMS posted on the Infonet. After the THEA review and acceptance of the structure inspections, the Consultant shall scan

and attribute all bridge record documents generated as part of this Agreement into the Department's Electronic Document Management System.

The Consultant shall comply with the Department's District 7 Structures Management EDMS QA/QC Procedure when scanning, importing and reviewing scanned images.

The Consultant shall provide and have available the hardware and software necessary to import all documents into the Electronic Document Management System (EDMS).

At the request of the Consultant, THEA shall provide the Department instructions on the use of the attribution program and scanning technique.

10.0 BEGINNING AND LENGTH OF SERVICES

The contract duration will be for one three (3) year term with the options to renew for two (2) additional one (1) year terms. Renewal options to be exercised at the sole discretion of THEA and will be reflected in the form of an contractual amendment to the executed agreement.

11.0 MISCELLANEOUS

11.1 Legal Proceedings

The Consultant shall serve as an expert witness in any legal proceedings if required by the THEA. The fee for these services shall be established if, and when, they are needed.

11.2 Errors and/or Omissions

The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all calculations, designs, drawings, specifications, reports and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions (and approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

11.3 Contradictions

In the event of a contradiction between the provisions of Exhibit "A" and the Consultant's technical proposal, the provisions of Exhibit "A" shall apply.

11.4 Unmanned Aircraft System (UAS), Unmanned Aerial Vehicle (UAV)

The use of any Unmanned Aircraft System (UAS), Unmanned Aerial Vehicle (UAV), drone, or similar system to accomplish contract activities must comply with federal, state, and local laws and regulations.

12.0 WORK ITEMS

12.1 Bridge Inspection Services

12.1.1 Project Objective

Bridges located within THEA'S and the Department's right-of-way, as shown in the List of Bridges to be Inspected and this Scope of Services, are to be inspected in compliance with federal regulations (National Bridge Inspection Standards, CFR Title 23, Part 650, Subpart C); Section 335.074, Florida Statutes; Safety Inspection of Bridges; and State of Florida Department of Transportation Rules, Chapter 14-48, F.A.C., Bridge Inspection Standards.

The Consultant's work shall be directed and performed by the key personnel identified in the technical proposal and shown on the Consultant's Organization Chart as presented by the Consultant. Any changes in the indicated personnel in the Consultant's proposal and Organization Chart shall be subject to review and approval by the THEA's Project Manager.

12.1.2 Services

The Consultant shall perform initial and routine hands-on inspection services, as described in this Scope of Services, and present inspection results in the format identified in this Scope of Services (BrM format).

12.1.3 Field Inspection

Field inspections must be conducted in accordance with the publications listed in this Scope Section 5.0. The Florida Registered Professional Engineer or Florida Certified Bridge Inspector on site shall be responsible for the detection of all deficiencies and the determination and recording of the structure's condition which must include the personal inspection of all significant deficiencies. This individual is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity. This individual is also responsible for ensuring that bridge numbers are in place and legible on each bridge.

The Consultant shall not permit any lead bridge inspector to perform consecutive routine inspections on the same bridge. If this occurs, the Consultant shall reinspect the bridge using another inspector at no charge to THEA. If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restriction or closing of a bridge, the THEA Project Manager or designated representative must be immediately verbally notified. Verbal notification must be confirmed with written notification within 48 hours. Critical deficiencies are defined in 12.1.6 of this Scope.

Traffic control procedures and Temporary Traffic Control shall be provided by the Consultant and must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices, the Department's Roadway and Traffic Design Standards.

The consultant shall not use Unmanned Aircraft System (UAS), Unmanned Aerial Vehicle (UAV), drone, or similar system on the project for inspection without prior approval of the THEA Project Manager. The use of any Unmanned Aircraft System (UAS), Unmanned Aerial Vehicle (UAV), drone, or similar system to accomplish contract activities must comply with federal, state, and local laws and regulations.

12.1.4 Inspection Reports (BrM/BMS)

The Consultant must develop, publish, and distribute two complete draft bridge reports and 2 electronic reports for each bridge inspection. Each bridge report will contain all documentation specified by this agreement and will consist of three major sections: inspection reports, appendices (if applicable), and CIDR records.

Each bridge report must be submitted to the THEA for review no later than 45 working days after completion of the field inspection. THEA will return records that do not conform to the specifications of this agreement or that are in error and these should be resubmitted to THEA within 15 working days. Within 60 working days after completion of each inspection, the Consultant shall furnish THEA with the original and one electronic copy of each bridge report.

Routine inspection reports for the following bridges only must be submitted to THEA for review within 60 days after completion of the field inspection (100800, 100806, 100812, 100852, 100853 and 100854). THEA will return records that do not conform to the specifications of this agreement or that are in error and these should be resubmitted to THEA within 15 working days. Within 75 working days after completion of each inspection, the Consultant shall furnish THEA with the original and one electronic copy of each bridge report.

Each bridge inspection report shall be a stand-alone document and must include the inspection of any underwater members and identify any members that were not inspected.

Reports must have a closed numbering system, with the total number of pages in the report shown on each page, for example, Page 10 of 17. The Addendum that is described in this Scope shall also have a closed numbering system independent of the main BrM/BMS report, for example A-2 of 10.

Deficiencies described in previous bridge inspection reports must be addressed again in the current report. Terminology not commonly understood by non-inspection personnel should be minimized, and undefined values or ratings shall not be used.

A quality bridge inspection report must provide a comprehensive description of all bridge deficiencies and state probable causes of the deficiencies and specify required corrective action.

12.1.5 Report Addendums

The BrM/BMS format limits Element notes to 2,000 characters. Element notes that require more than 2,000 characters will be placed in the Addendum. The referencing note "See addendum for Element Notes" will be placed in the Element notes of the BrM/BMS report corresponding to the appropriate element. For example, Element 12 concrete "Deck Bare".

The BrM/BMS format limits Structure notes to 2,000 characters. Structure notes that require more than 2,000 characters will be placed in an independent Addendum. The referencing notes "See addendum for Structure Notes" will be placed in the Structure Notes.

Addendums shall be input into the FDOT's Electronic Documents Management System. The Structure Notes addendum will be saved independent in the Bridge Management System.

An editable Word version shall be provided to THEA along with submittal of the Final report submittal.

12.1.6 Recommended Corrective Action

BrM/BMS allows the inspector to recommend repair of deficiencies, under "Recommended Feasible Action". The choices in the program are brief and sometimes do not adequately describe the recommended repair deficiency. In addition to entering feasible action generated by the BrM/BMS program. The Consultant will enter a more descriptive version of what is recommended for repair under deficiencies in the element notes. Recommendations which exceed the 2,000-character limit of the element notes shall be placed in the addendum with the heading of the name of the element category to which it refers. Also, the bridge inspection cover sheet shall have the statement "This report identifies deficiencies which requires prompt corrective action", marked "Yes". The following items are considered critical deficiencies:

- Cracks or fatigue related deficiencies in fracture critical structural members.
- Scour or hydraulic deficiencies that require corrective action to protect the structural integrity of the bridge and have a numerical condition rating of three or less for BID Items G3.00 (60) Substructure, G5.00 (61) Channel and Channel Protection.
- Structural deficiencies that have a numerical condition rating of three or less for BID Items G2.02 (59) Superstructure, or G3.00 (60) Substructure.
- Deficiencies that require immediate attention and are deemed critical by the registered professional engineer that signs the bridge inspection report.

All deficiencies will require a priority number 1 through 3. A number 4 priority will be used for all items noted under Contract Forces. However, during the review process by THEA it may be recommended that those priority numbers be changed. Priority numbers and definitions are as shown below, within the FDOT Bridge and Other Structures Reporting Procedures 850-010-030 and this Scope.

- PRIORITY 1 Immediate repair is needed, a potential hazard exists which may affect the safety of the traveling public. The problem could become an emergency situation before the next inspection.
- PRIORITY 2 Periodic maintenance is needed to protect the investment and maintain the desirable level of service. (Six months)
- PRIORITY 3 Work is needed, but not urgent. Routine Maintenance (One year)
- PRIORITY 4 Contract Forces Only.
- All task order recommendations shall be assigned sequential task order numbers per element number.

12.1.7 Field Preparation

Preparation requirements for the field phase on an inspection vary greatly from bridge to bridge. By documenting unique field preparation requirements needless re-inspection can be reduced.

Major areas of preparation should be documented for each bridge in this section. Those areas may include tools and equipment, services, scheduling, site conditions, underwater inspection requirements, and man-hours required for travel and for the inspection. This form will be provided by THEA. It is required as part of the services performed but is not included as part of the report.

12.1.8 Fracture Critical Data

The Consultant will perform an inspection and provide an updated checklist for each fracture critical inspection. The Consultant will review all of the written procedures, the bridge plans, and any other pertinent data for each fracture critical structure to determine the adequacy and completeness of the procedure for conformance with this scope, the FHWA manual entitled <u>Inspection of Fracture Critical Bridge Members</u> and the FDOT Bridge and Other Structure Inspection and Reporting Manual (850-010-030). Any changes or additions needed, as determined by the Florida Professional Engineer reviewing the procedure will be submitted to THEA for approval. Each fracture critical procedure shall be signed and

sealed by the confirming engineer in accordance to the Florida Statutes 471.025.

A fracture critical member is a tension member or component whose failure will produce a sudden collapse of the structure. Bridges which contain fracture critical members shall be specifically documented in the inspection report. The Fracture Critical Fatigue Sensitive Checklist will be used for the purpose of documenting what members are fracture critical and that the fracture critical procedures were followed during the inspection of those members. The check off block on the cover sheet shall be marked "Yes", for "This bridge contains fracture critical components".

This section of the inspection report will contain only a description of the fracture critical members. The description may include photographs, sketches, reproductions of portions of plan sheets, and narrative descriptions.

Along with communicating the existing condition, the inspection report should provide an ongoing record of the condition of the bridge and verification of the thoroughness of the inspection activities. Occasionally there will be serious flaws that cannot be seen by the inspector. If a fracture occurs, the report can be used to verify that a proper inspection was made.

It is important that the inspector communicate the findings in a timely manner. Flaws on fracture critical members should be immediately evaluated by an engineer. One example such as a visible crack in a tension flange of a two-girder bridge should be reported immediately. The inspector should go to a phone and call the supervisor. The Consultant shall have a procedure for immediate notification of the THEA Project Manager in such a situation. Other, less serious, flaws may be reported when the inspector returns to the office. If there is a question about the significance of a finding, an engineer should be contacted as soon as possible. It is better for the inspector to err on the side of safety.

When problems are identified, it is a good idea to go back and look at similar details throughout the bridges. Often inspectors have found cracks at other locations that had already been inspected after finding the first. This demonstrates that it helps to know exactly where to look and what to look for on the other details. After a flaw or crack has been identified, it may be helpful to do additional evaluation with nondestructive testing such as dye penetrate, magnetic particles, or ultrasonic or radiographic procedure.

THEA will be consulted prior to beginning non-routine NDT (non-destructive testing).

Bridges due to fracture critical member (non-redundant) condition or other structural component condition may require an inspection with a frequency less than 2 years at THEA's discretion.

12.1.9 Scour Susceptible Data

This section of the inspection report will contain only the scour evaluation. It is important that the inspection be documented thoroughly and accurately. This should include a narrative description of all waterway conditions, whether there are serious problems or not. Photographs, sketches, tables, graphs, soundings, fathometer charts, reproduction sheets, and profiles may be included. The data should be organized for efficiency in interpreting the report. The report should also include conclusions and a summary of the findings including information on why problems occurred. Any deficiencies found should be recommended for corrective action.

When significant changes have occurred, an investigation must be made into the probable or potential effects on the bridge. Events which tend to produce local scour, channel degradation, or bank erosion are of primary importance. Stream bed degradation and scour seriously endanger bridges whose foundations are located in erodible riverbed deposits and where the foundation does not extend to a depth below that of anticipated scour.

12.1.10 Load Rating Analysis

Inventory and operating load ratings for HS-20 or HL 93 design vehicle and operating load ratings for the Florida legal vehicles must be determined for every bridge as specified in the <u>AASHTO Manual for Bridge Evaluation</u> and the Department's Bridge Load Rating Manual. Use commercial software to perform all load ratings. Load ratings should be based on the superstructure. The substructure will not be routinely load rated unless it displays damage, deterioration or other conditions that may significantly affect its load carrying capacity and merits an analysis.

Reinforced concrete bridge decks on redundant multi-girder bridges will not normally be load rated unless damage, deterioration or other reasons merit this analysis.

The inventory and operating ratings must be used to code their respective CID items and must be based on AASHTO HS-20 or HL93 trucks. The standard Department maximum legal load cases and rating summary forms must be used for determining and documenting legal vehicle operating ratings for the evaluation of traffic load restrictions.

When plans are not available for concrete bridges that do not display significant deficiencies, an area of reinforcing steel and a load rating based on the AASHTO design specification of the era in which the bridge was constructed should be assumed.

Load ratings have previously been established for all bridges in the contract. The Consultant will be provided with a copy of the load rating summary sheet for each bridge which contains the following: results of the load ratings, and indication of which bridge elements were rated, which member controls the rating, and if any deficiencies were considered in the rating. Upon, completion of the bridge inspection, the summary sheet will be reviewed by the Consultant. If, in the opinion of the Consultant, there is reason to question any rating, the THEA Project Manager will be notified in writing.

12.1.11 Inspection Schedule Guidelines

Proposed lane closure plans and dates shall be submitted to THEA a minimum of <u>20 days prior</u> to desired date for review and approval. Consideration of downtown activities shall be taken when scheduling inspections. Construction activities shall be confirmed and a coordination meeting scheduled for any structure with ongoing construction during the time of any inspections.

Lane closure restrictions

- No weekday closures between 6:00 am and 9:00 am.
- No weekday closures between 3:00 pm and 6:00 pm

12.1.12 Comprehensive Inventory Database (CID)

The Department must maintain, for every public bridge in Florida, a computer file referred to as the CID file, which contains data items pertaining to a bridge's identity, condition, and description. The Consultant shall be responsible for coding and updating all CID computer data. It is of utmost importance that CID coding data be accurate and complete.

When records are added to the computer file a report is generated for each bridge and is referred to as a CID sheet. The CID sheet must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

Each bridge report must contain a CID sheet sealed in accordance with the Florida Statue 471.025 by the Professional Engineer who confirms its accuracy and completeness. The CID sheet must follow the bridge inspection report and load rating in the final bound bridge report and is the only allowed legal sized paper in the bridge report.

12.1.13 Photographs

As a minimum, a photograph shall be included for each deficiency recommended by the Consultant for corrective action. When a photograph is taken of a specific deficiency, an object that provides a sense of relative dimensional scale such as a ruler shall be placed by the element in the photograph. The essential features of a deficiency shall be emphasized by marking arrows or dimensions directly on the photograph. The date the photograph was taken and the structure number shall be marked on the front.

Photographs shall be taken digitally and printed in color. The digital camera should have the following minimum specifications:

- Mega Pixels.
- Minimum resolution: 1984 x 1488 pixels.
- .JPEG, .TIFF and .PNG Format

12.1.14 Documentation

Each final bridge inspection report shall be signed and sealed in accordance with Florida Statutes 471.025 by the Professional Engineer who confirms the accuracy and completeness of all the report contents.

Load rating determinations and the load rating calculations shall be signed and sealed in accordance with Florida Statutes 471.025 by the Professional Engineer who confirms the accuracy and completeness of the load ratings.

Comprehensive Inventory Data Report (CID) included in final bridge inspection reports shall be signed and sealed in accordance with Florida Statutes 471.025 by the Professional Engineer who confirms the accuracy and completeness of all data items.

Provide THEA with a signed and sealed original and electronic copy of each report upon final approval of each bridge. The electronic files shall be in adobe format with 300 dpi resolution.

LIST OF BRIDGES TO BE INSPECTED

Bridge Structure No.	Structure Type	Inspection Type	Facility Crossed	Next Inspection
100305	Multi-beam or girder	Regular NBI	US-92 GANDY BLVD	7/27/2023
100306	Multi-beam or girder	Regular NBI	US-92 SR-600 DALE MABRY	7/27/2023
100307	Multi-beam or girder	Regular NBI	US-92 SR-600 DALE MABRY	7/27/2023
100308	Multi-beam or girder	Regular NBI	HIMES AVENUE	7/29/2023
100309	Multi-beam or girder	Regular NBI	HIMES AVENUE	7/29/2023
100310	Multi-beam or girder	Regular NBI	EUCLID AVENUE	7/29/2023
100311	Multi-beam or girder	Regular NBI	EUCLID AVENUE	7/28/2023
100312	Multi-beam or girder	Regular NBI	ELPRADO BLVD & RR	7/28/2023
100313	Multi-beam or girder	Regular NBI	EL PRADO BLVD	7/28/2023
100314	Multi-beam or girder	Regular NBI	MACDILL & BAY TO BAY & RR	7/15/2023
100315	Multi-beam or girder	Regular NBI	MACDILL & BAY TO BAY BLV	7/15/2023
100316	Multi-beam or girder	Regular NBI	MISSISSIPPI AVENUE	7/14/2023
100317	Multi-beam or girder	Regular NBI	MISSISSIPPI AVENUE	7/14/2023
100318	Multi-beam or girder	Regular NBI	WATROUS AND HOWARD AVES	7/14/2023
100319	Multi-beam or girder	Regular NBI	WATROUS AND HOWARD AVES	7/14/2023
100320	Multi-beam or girder	Regular NBI	MORRISON AVENUE	7/14/2023
100321	Multi-beam or girder	Regular NBI	MORRISON AVENUE	7/14/2023
100322	Multi-beam or girder	Regular NBI	SWANN AVENUE	7/14/2023
100323	Multi-beam or girder	Regular NBI	SWANN AVENUE	7/14/2023
100324	Multi-beam or girder	Regular NBI	PLATT STREET	7/13/2023
100325	Multi-beam or girder	Regular NBI	PLATT STREET	7/13/2023
100326	Multi-beam or girder	Regular NBI	WILLOW AVENUE	7/15/2023
100327	Multi-beam or girder	Regular NBI	WILLOW AVENUE	7/15/2023

Bridge Structure No.	Structure Type	Inspection Type	Facility Crossed	Next Inspection
100328	Multi-beam or girder	Regular NBI	SOUTH BOULEVARD	7/14/2023
100329	Multi-beam or girder	Regular NBI	SOUTH BOULEVARD	7/14/2023
100330	Multi-beam or girder	Regular NBI	HYDE PARK & PLANT AVE.	7/15/2023
100331	Multi-beam or girder	Regular NBI	HYDE PARK & PLANT AVE.	7/15/2023
100332	Multi-beam or girder	Regular NBI	HILLS RVR & DOWNTOWN TPA	8/5/2023
100333	Multi-beam or girder	Regular NBI	HILLS RVR & DOWNTOWN TPA	8/5/2023
100443	Multi-beam or girder	Regular NBI	22ND ST & RR	7/15/2023
100444	Multi-beam or girder	Regular NBI	22ND ST & RR	7/15/2023
100447	Multi-beam or girder	Regular NBI	CSX RAILROAD	7/13/2023
100449	Multi-beam or girder	Regular NBI	34TH STREET & CREEK	8/18/2023
100450	Multi-beam or girder	Regular NBI	34TH STREET & CREEK	8/18/2023
100453	Multi-beam or girder	Regular NBI	50TH STREET (US-41)	8/11/2023
100454	Multi-beam or girder	Regular NBI	50TH STREET (US-41)	8/11/2023
100455	Multi-beam or girder	Regular NBI	CSX RAILROAD	8/18/2023
100456	Multi-beam or girder	Regular NBI	CSX RAILROAD	8/18/2023
100457	Multi-beam or girder	Regular NBI	MAYDELL DRIVE	8/17/2023
100458	Multi-beam or girder	Regular NBI	MAYDELL DRIVE	8/17/2023
100459	Multi-beam or girder	Regular NBI	CR-573 78TH ST & PALM R	8/19/2023
100460	Multi-beam or girder	Regular NBI	CR-573 78TH ST & PALM R	8/19/2023
100461	Multi-beam or girder	Regular NBI	PALM RIVER RD	8/26/2023
100462	Multi-beam or girder	Regular NBI	PALM RIVER RD	8/26/2023
100465	Multi-beam or girder	Regular NBI	US-301 (SR-43)	8/11/2023
100466	Multi-beam or girder	Regular NBI	US-301 (SR-43)	8/11/2023

Bridge				
Structure		Inspection		Next
No.	Structure Type	Type	Facility Crossed	Inspection
100489	Multi-beam or girder	Regular NBI	FALKENBURG ROAD	8/17/2023
100490	Multi-beam or girder	Regular NBI	FALKENBURG ROAD	8/17/2023
		Regular NBI		
100000	G	and Special-	12TH CT TO 2/TH CT	0/21/2022
100800	Segmental box	Other	12TH ST TO 26TH ST	8/31/2022
100801	Multi-beam or girder	Regular NBI	CSX RAILROAD	8/24/2023
100802	Multi-beam or girder	Regular NBI	CSX RAILROAD	8/24/2023
100803	Multi-beam or girder	Regular NBI	34TH ST	8/5/2023
100804	Multi-beam or girder	Regular NBI	34TH STREET	8/5/2023
100805	Multi-beam or girder	Regular NBI	MCKAY BAY GREENWAY	8/24/2023
		Regular NBI		
		and Special-		
100806	Segmental box	Other	39TH ST TO 78TH ST	8/31/2022
100807	Multi-beam or girder	Regular NBI	PALM RIVER ROAD	8/26/2023
100808	Flat slab	Regular NBI	DELANEY CREEK	8/26/2023
100809	Flat slab	Regular NBI	DELANEY CREEK	8/26/2023
100810	Flat slab	Regular NBI	DELANEY CREEK	8/26/2023
100811	Multi-beam or girder	Regular NBI	US-301 (SR-43)	8/26/2023
		Regular NBI		
100012	Commental La	and Special-	1.75 (CD 02.4)	0/10/2022
100812	Segmental box	Other	I-75 (SR-93A)	8/10/2022
100834	Multi-beam or girder	Regular NBI	26TH STREET	9/7/2023
100835	Multi-beam or girder	Regular NBI	26TH STREET	1/15/2022
100836	Multi-beam or girder	Regular NBI	MCKAY BAY GREENWAY	8/6/2022

Bridge Structure No.	Structure Type	Inspection Type	Facility Crossed	Next Inspection
		Regular NBI		
		and Special-	US-92 & WESTSHORE &	
100852	Segmental box	Other	MANHATTAN	3/31/2023
		Regular NBI		
		and Special-		
100853	Steel Box Girder	Other	US-92	3/24/2023
		Regular NBI and Special-		
100854	Steel Box Girder	Other	SR-618 WB Ramp to US-92 EB	3/24/2023
100855	Multi-beam or girder	Regular NBI	SR-618 WB to US-92EB	3/26/2023
100856	Multi-beam or girder	Regular NBI	Gandy Blvd	1/5/2024
TBD	Pedestrian bridge	Regular NBI	Brandon Pkwy Trail over Delaney Creek	TBD

Specified bridge inspections shall be performed on the following bridges:

Location	Inspection Type	Date
(SR618A) Crosstown 12th St to 26th St	Post-tensioning tendons and closure pours and anchor blocks. See Note 1. (Superstructure) Straddle Piers and post-tensioning tendons. See Note 2.	TBD based on previous inspection dates
(SR618A) Crosstown	Post-tensioning tendons and closure pours and anchor blocks. See Note 1. (Superstructure)	TBD based on previous inspection dates
39TH ST TO 78TH ST	Straddle Piers and post-tensioning tendons. See Note 2.	TBD based on previous inspection dates
(SR618A) Crosstown I-75 (SR-93A	Post-tensioning tendons and closure pours and anchor blocks. See Note 1. (Superstructure)	TBD based on previous inspection dates
(SR-618B) Selmon W Extension Over US-92	Post-tensioning tendons and closure pours and anchor blocks. See Note 1. (Superstructure)	TBD based on previous inspection dates
(SR-618B) Selmon W Extension	Fracture Critical (Superstructure) Straddle Piers and post-tensioning tendons. See Note 2.	TBD based on previous inspection dates
(SR-618B) EB Selmon Extension Ramp D	Fracture Critical (Superstructure) Straddle Piers and post-tensioning tendons. See Note 2.	TBD based on previous inspection dates
		1

- Note 1: Closure pour and anchor block inspections shall conform with the FDOT ENGINEERING AND OPERATIONS MEMORANDUM NUMBER 21-01 and shall be conducted every six (6) months.
- Note 2: Straddle piers shall be fully inspected every year.
- Note 3: Concrete post-tensioned superstructure bridges shall be fully inspected every year.

12.2 Overhead Sign and Toll Gantry Inspection

12.2.1 Project Objective

Overhead signs and Toll Gantries, hereinafter called Ancillary Structures, located within THEA and FDOT right-of-way, are to be inspected in compliance with Federal and State regulations.

12.2.2 Services (General Description)

The Consultant shall perform initial and routine hands-on inspection services, as described in this Scope of Services, and present inspection results in the BrM format.

12.2.3 Personnel Requirements

A qualified individual must be at the Ancillary Structure site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of ancillary structures (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F.A.C.

Each final Ancillary Structure inspection report shall be signed and sealed in accordance with Florida Statute 471.025 by the Professional Engineer which confirms the accuracy and completeness of all the report contents.

Comprehensive Inventory Database (CID) included in final structure inspection reports shall be sealed in accordance with Florida Statute 471.025 by the Professional Engineer which confirms the accuracy and completeness of all data items.

12.2.4 Field Inspections

Field inspections must be conducted in accordance with the publications listed in this Scope Section 5.0. The Inspector on site shall be responsible for the detection of all deficiencies and the determination and recording of the structure's condition, which must include the personal inspection of all significant deficiencies. This individual is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity.

The Inspector on site shall be responsible for insuring a **six digit Ancillary Structure Number** is in place and legible on each structure. This shall be accomplished installing structure number labels on new structures facing traffic so to be legible while traveling on the roadway. For structures with existing numbers, the number shall be replaced as required using the same process above.

The Inspector on site shall be responsible for applying the procedures in this Scope and the THEA Ancillary Structures Policy.

The Inspector on site shall be responsible for performing construction inspections on new structures in a timely manner. The punchlist shall be provided to THEA no longer than **2** business days post inspection of the structure.

During the course of routine overhead sign inspections, any structures not previously identified in inventory and/or without a reference number, shall be reported to the THEA Project Manager immediately. These structures shall be scheduled for an initial inspection.

Every visible surface of all members of each structure must be examined by a hands-on inspection process. Provide all access, reach, etc. equipment necessary to complete the inspection. The use of ladders and standard **safe** climbing and tool handling procedures are required. Structural members and elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting. Members that cannot be examined because of debris, vegetation, etc., should be cleaned if the effort involved is not excessive. Excessive effort is one that would require more than two (2) hours for the inspection team to perform. The THEA Project Manager should be consulted prior to any major cleaning operation. The THEA Project Manager should be consulted to verify the condition.

The Inspector will be responsible to perform the following maintenance activities as part of the overhead sign inspection:

- Painting of structural components with cold galvanizing: The inspectors will remove loose corrosion and paint only on primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign).
- Foundation anchor bolts and nuts exhibiting active corrosion shall be cleaned and painted with cold galvanizing by the inspector.
- The Consultant shall submit the cold galvanizing spray specifications to THEA for review and approval. All galvanizing spray shall be provided by the Consultant.

Deficiencies

Where deficiency dimensions are documented, the actual width, length, and location on the member, shall be recorded. Notes indicating any increase, decrease, or new with change value shall be recorded. In cases where dimensioning every deficiency is impractical, the standard Department Table of Deficiency Dimension Classes, must be used in lieu of undefined general term, such as narrow, fine, etc.

If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the THEA Project Manager or designated representative must be verbally notified immediately. Verbal notification must be confirmed with written notification within 24 hours.

Traffic control procedures must be in accordance with the FHWA/USDOT <u>Manual on Uniform Traffic Control Devices</u> and the Department's Roadway and Traffic Design Standards.

12.2.5 Inspection Reports

The inspection reports shall be written in the BrM format and contain all documentation specified by this agreement and must meet the requirements of the <u>Manual for Bridge and Other Structures Inspection and Reporting Procedures</u>. The Consultant must develop, publish, and submit an original report for each structure. Each report will contain all documentation specified by this agreement. The appendix containing sketches, photos, etc., shall be uploaded, as a pdf 300 dpi attachment into BrM.

All inspections shall follow the THEA Ancillary Structure Inspection Policy.

Task Orders

The Consultant shall submit one (1) BrM Feasible Action Review Committee (FARC) task order agenda for each THEA Structures Maintenance task order.

Any deficiencies that warrant a task order recommendation for items that are considered roadway items should be noted in the element notes as THEA Maintenance Unit (TMU), but no agenda should be created in BrM for these items. The Consultant shall submit one (1) task order agenda for all THEA task orders containing the following items:

- Structure Number
- Element Number
- Description of work including any evaluation comments for previous task orders not effectively completed.
- Location of structure
- GPS Coordinates

12.2.6 Comprehensive Inventory Database (CID) Records

THEA and the Department must maintain a computer file referred to as the CID file, which contains data items pertaining to a structure's identity, condition and description. It is of utmost importance that CID data be accurate and complete.

When records are added to the computer file, a report is generated for each structure and is referred to as CID sheets. The CID sheet must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

Each structure report must be signed and sealed in accordance with Section Florida Statute 471.025. by the Professional Engineer, which confirms its accuracy and completeness. The CID sheets must follow the structure report in the final bound structure report and have a closed numbering system.

12.2.7 Photographs

The Consultant shall provide a photo inventory for each structure consisting of an overall elevation view, foundation photo, along with a brief narrative description of the location, for example, East side of structure looking North.

The Consultant shall provide a deficiency photo for each task order requested.

12.2.8 Location Map

The consultant will provide an individual location map, from the current general highway map, for the purpose of illustrating the physical location of each ancillary structure. These maps will be incorporated in the BrM report following the CID sheet(s).

12.2.9 Construction Inspections

The Consultant shall perform construction inspections by the designated date provided by the THEA Director of Operations and Engineering or their designee or within 5 business days from the initial email from THEA.

The Consultant shall provide a punch list, location map, and supporting photos for each structure inspected within 3 business days of the final day of performing inspections in the field.

LIST OF OVERHEAD SIGN STRUCTURES AND GANTRIES TO BE INSPECTED

Sign Structure	G	15.0	Inspection	Next
No.	Structure type	Main Span	Type	Inspection
10S073	Span	Monotube	Regular NBI	1/7/2023
10S074	Cantilever	Monotube	Regular NBI	3/16/2023
108075	Cantilever	Monotube	Regular NBI	2/3/2023
10S076	Span	Monotube	Regular NBI	2/3/2023
10S077	Cantilever	Monotube	Regular NBI	2/3/2023
10S078	Span	Monotube	Regular NBI	2/4/2023
10S079	Span	Monotube	Regular NBI	1/7/2023
10S080	Cantilever	Monotube	Regular NBI	2/4/2023
10S081	Cantilever	Monotube	Regular NBI	2/4/2023
10S082	Span	Monotube	Regular NBI	1/7/2023
10S083	Span	Monotube	Regular NBI	1/7/2023
10S084	Cantilever	Monotube	Regular NBI	2/4/2023
10S085	Span	Monotube	Regular NBI	2/4/2023
10S086	Cantilever	Monotube	Regular NBI	5/27/2023
10S089	Span	Monotube	Regular NBI	3/15/2023
10S090	Span	Truss	Regular NBI	3/16/2023
10S091	Span	Truss	Regular NBI	3/16/2023
10S127	Butterfly	Monotube	Regular NBI	3/10/2023
10S128	Span	Monotube	Regular NBI	3/15/2023
10S130	Cantilever	Monotube	Regular NBI	3/15/2023
10S131	Cantilever	Monotube	Regular NBI	3/15/2023
10S132	Span	Monotube	Regular NBI	3/16/2023
10S133	Cantilever	Monotube	Regular NBI	3/16/2023
10S134	Cantilever	Monotube	Regular NBI	3/17/2023

Sign Structure	G	M · G	Inspection	Next
No.	Structure type	Main Span	Type	Inspection
10S135	Cantilever	Monotube	Regular NBI	5/27/2023
10S136	Cantilever	Monotube	Regular NBI	5/27/2023
10S137	Cantilever	Monotube	Regular NBI	3/17/2023
10S138	Span	Monotube	Regular NBI	5/27/2023
10S150	Cantilever	Monotube	Regular NBI	4/21/2023
10S151	Cantilever	Monotube	Regular NBI	4/21/2023
10S152	Cantilever	Monotube	Regular NBI	4/21/2023
10S153	Cantilever	Monotube	Regular NBI	4/21/2023
10S154	Cantilever	Monotube	Regular NBI	4/21/2023
10S155	Cantilever	Monotube	Regular NBI	4/21/2023
10S156	Span	Monotube	Regular NBI	4/21/2023
10S157	Span	Monotube	Regular NBI	4/21/2023
10S158	Span	Monotube	Regular NBI	4/21/2023
10S159	Span	Monotube	Regular NBI	4/21/2023
10S206	Cantilever	Truss	Regular NBI	1/29/2022
10S212	Span	Truss	Regular NBI	1/29/2022
10S214	Span	Truss	Regular NBI	1/23/2022
10S215	Cantilever	Truss	Regular NBI	1/29/2022
10S216	Cantilever	Truss	Regular NBI	12/14/2023
10S217	Span	Truss	Regular NBI	1/21/2022
10S219	Span	Monotube	Regular NBI	12/14/2023
10S220	Cantilever	Truss	Regular NBI	12/14/2023
10S222	Cantilever	Truss	Regular NBI	1/29/2022
10S224	Cantilever	Monotube	Regular NBI	12/14/2023

Sign Structure			Inspection	Next
No.	Structure type	Main Span	Type	Inspection
10S225	Cantilever	Truss	Regular NBI	12/20/2023
10S226	Cantilever	Truss	Regular NBI	1/28/2022
10S235	Cantilever	Monotube	Regular NBI	12/1/2023
10S236	Cantilever	Truss	Regular NBI	1/23/2022
10S237	Cantilever	Truss	Regular NBI	1/22/2022
10S245	Cantilever	Truss	Regular NBI	1/29/2022
10S263	Cantilever	Truss	Regular NBI	12/14/2023
10S600	Span	Monotube	Regular NBI	2/25/2022
10S601	Span	Monotube	Regular NBI	2/24/2022
10S602	Span	Monotube	Regular NBI	2/24/2022
10S603	Span	Monotube	Regular NBI	2/24/2022
10S604	Cantilever	Truss	Regular NBI	2/24/2022
10S605	Span	Truss	Regular NBI	6/11/2022
10S606	Cantilever	Truss	Regular NBI	2/24/2022
10S607	Span	Truss	Regular NBI	2/25/2022
108659	Cantilever	Truss	Regular NBI	7/23/2022
10S660	Cantilever	Truss	Regular NBI	7/23/2022
108661	Cantilever	Truss	Regular NBI	7/23/2022
10S662	Cantilever	Monotube	Regular NBI	7/23/2022
10S663	Cantilever	Monotube	Regular NBI	1/22/2022
10S664	Cantilever	Monotube	Regular NBI	1/21/2022
10S665	Span	Monotube	Regular NBI	7/23/2022
10S666	Cantilever	Monotube	Regular NBI	1/28/2022
10S667	Cantilever	Monotube	Regular NBI	8/5/2022

Sign Structure No.	Structure type	Main Span	Inspection Type	Next Inspection
10S669	Cantilever	Monotube	Regular NBI	1/23/2022
10S670	Span	Monotube	Regular NBI	2/7/2022
10S671	Cantilever	Monotube	Regular NBI	2/19/2022
10S673	Cantilever	Monotube	Regular NBI	2/7/2022
10S674	Cantilever	Monotube	Regular NBI	4/2/2022
10S675	Cantilever	Monotube	Regular NBI	4/2/2022
10S676	Cantilever	Monotube	Regular NBI	4/2/2022
10S677	Cantilever	Monotube	Regular NBI	4/2/2022
10S678	Cantilever	Monotube	Regular NBI	4/2/2022
10S679	Cantilever	Monotube	Regular NBI	6/11/2022
10S680	Cantilever	Monotube	Regular NBI	4/2/2022
10S682	Cantilever	Monotube	Regular NBI	6/11/2022
10S715	Cantilever	Truss	Regular NBI	1/28/2022
10S716	Cantilever	Truss	Regular NBI	1/28/2022
10S717	Cantilever	Truss	Regular NBI	1/28/2022
10S719	Cantilever	Truss	Regular NBI	1/23/2022
10S720	Cantilever	Truss	Regular NBI	2/25/2022
10S784	Cantilever	Truss	Regular NBI	6/17/2022
10S785	Cantilever	Truss	Regular NBI	6/17/2022
10S786	Span	Truss	Regular NBI	6/17/2022
10S787	Span	Truss	Regular NBI	6/17/2022
10S788	Span	Truss	Regular NBI	6/17/2022
10S789	Span	Truss	Regular NBI	6/16/2022

Sign Structure No.	Structure type	Main Span	Inspection Type	Next Inspection
Sign Structure No.	Structure type	Main Span	Inspection Type	Next Inspection
10S790	Span	Truss	Regular NBI	6/16/2022
10S791	Span	Truss	Regular NBI	6/16/2022
10S792	Cantilever	Truss	Regular NBI	6/16/2022
10S793	Span	Truss	Regular NBI	6/16/2022
10S794	Span	Truss	Regular NBI	6/16/2022
10S795	Span	Truss	Regular NBI	6/16/2022
10S846	Cantilever	Truss	Regular NBI	10/27/2023
10S847	Cantilever	Monotube	Regular NBI	7/27/2022
10S894	Cantilever	Truss	Regular NBI	1/23/2022
10S895	Cantilever	Truss	Regular NBI	1/23/2022
10S896	Cantilever	Monotube	Regular NBI	8/5/2022
10S925	Cantilever	Truss	Regular NBI	2/10/2023
10S926	Cantilever	Truss	Regular NBI	2/10/2023
10S927	Span	Truss	Regular NBI	2/17/2023
10S933	Cantilever	Monotube	Regular NBI	2/15/2023
10S934	Cantilever	Monotube	Regular NBI	2/15/2023
10S935	Cantilever	Monotube	Regular NBI	2/15/2023
10S936	Butterfly	Monotube	Regular NBI	4/14/2023
10S937	Butterfly	Monotube	Regular NBI	2/15/2023
10S938	Cantilever	Monotube	Regular NBI	4/14/2023
10S939	Span	Monotube	Regular NBI	2/16/2023
10S940	Span	Monotube	Regular NBI	2/16/2023

Sign Structure No.	Structure type	Main Span	Inspection Type	Next Inspection
10S941	Span	Monotube	Regular NBI	2/16/2023

Sign Structure			Inspection	Next
No.	Structure type	Main Span	Type	Inspection
10S942	Cantilever	Truss	Regular NBI	8/24/2022
10S943	Cantilever	Monotube	Regular NBI	2/16/2023
10S944	Cantilever	Monotube	Regular NBI	2/16/2023
10S945	Butterfly	Monotube	Regular NBI	2/10/2023
10S946	Butterfly	Monotube	Regular NBI	2/17/2023
10S947	Butterfly	Monotube	Regular NBI	2/17/2023
10S948	Cantilever	Truss	Regular NBI	8/24/2022
10S957	Cantilever	Truss	Regular NBI	8/24/2022

12.3 High Mast Light Pole and Mast Arm Signal Inspection

12.3.1 Project Objective

High Mast Light Poles and Mast Arm Signals, hereinafter called Ancillary Structures, located within THEA and FDOT right-of-way, are to be inspected in compliance with Federal and State regulations.

12.3.2 Services (General Description)

The Consultant shall perform initial and routine hands-on inspection services, as described in this Scope of Services, and present inspection results in the BrM format.

12.3.3 Personnel Requirements

A qualified individual must be at the Ancillary Structure site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of ancillary structures (or similar structures) according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F.A.C.

Each final Ancillary Structure inspection report shall be sealed in accordance with Florida Statute 471.025 by the Professional Engineer which confirms the accuracy and completeness of all the report contents.

Comprehensive Inventory Database (CID) included in final structure inspection reports shall be sealed in accordance with Florida Statute 471.025 by the Professional Engineer which confirms the accuracy and completeness of all data items.

12.3.4 Field Inspections

Field inspections must be conducted in accordance with the Publications listed in this Scope Section 5.0. The Inspector on site shall be responsible for the detection of all deficiencies and the determination and recording of the structure's condition, which must include the personal inspection of all significant deficiencies. This individual is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity.

The Inspector on site shall be responsible for insuring a **six digit Ancillary Structure Number** is in place and legible on each structure. This shall be accomplished installing structure number labels on new structures facing traffic so to be legible while traveling on the roadway. For structures with existing numbers, the number shall be replaced as required using the same process above.

The Inspector on site shall be responsible for applying the procedures in this Scope and the THEA Ancillary Structures Policy.

The Inspector on site shall be responsible for performing construction inspections on new structures in a timely manner. The punchlist shall be provided to the THEA no longer than <u>2 business</u> days post inspection of the structure.

During the course of routine inspections, any structures not previously identified in inventory and/or without a reference number, shall be reported to the THEA Project Manager immediately. These structures shall be scheduled for an initial inspection.

Every visible surface of all members of each structure must be examined. Provide all access, reach, etc. equipment necessary to complete the inspection. The use of ladders and standard **safe** climbing and tool handling procedures are required. Structural members and elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting. Members that cannot be examined because of debris, vegetation, etc., should be cleaned if the effort involved is not excessive. Excessive effort is one that would require more than two (2) hours for the inspection team to perform. The THEA Project Manager should be consulted prior to any major cleaning operation. The THEA Project Manager should be consulted to verify the condition.

The Inspector on site shall be responsible for applying the procedures in this Scope, the THEA Ancillary Structures Policy and to perform the following maintenance activities as part of the sign and pole inspection:

- Painting of structural components with cold galvanizing: The inspectors will remove loose corrosion and paint only on primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign).
- Foundation anchor bolts and nuts exhibiting active corrosion shall be cleaned and painted with cold galvanizing by the inspector.
- The Consultant shall submit the cold galvanizing spray specifications to THEA for review and approval. All galvanizing spray shall be provided by the Consultant.

Deficiencies

Where deficiency dimensions are documented, the actual width, length, and location on the member, shall be recorded. Notes indicating any increase, decrease, or new with change value shall be recorded. In cases where dimensioning every deficiency is impractical, the standard Department Table of Deficiency Dimension Classes, must be used in lieu of undefined general term, such as narrow, fine, etc.

If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial traffic restrictions, the THEA Project Manager or designated representative must be verbally notified immediately. Verbal notification must be confirmed with written notification within 24 hours.

Traffic control procedures must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices and the Department's Roadway and Traffic Design Standards.

12.3.5 Inspection Reports

The inspection reports shall be written in the BrM format and contain all documentation specified by this agreement and must meet the requirements of the <u>Manual for Bridge and Other Structures Inspection and Reporting Procedures</u>. The Consultant must develop, publish, and submit an original report for each structure. Each report will contain all documentation specified by this agreement. The appendix containing sketches, photos, etc., shall be uploaded, as a pdf 300 dpi attachment into BrM.

All inspections shall follow this Scope.

Task Orders

The Consultant shall submit one (1) BRM Feasible Action Review Committee (FARC) task order agenda for each THEA task order.

Any deficiencies that warrant a task order recommendation for items that are considered roadway items should be noted in the element notes as THEA Maintenance Unit (TMU), but no agenda should be created in BrM for these items. The Consultant shall submit one (1) task order agenda for all THEA Maintenance Unit task orders containing the following items:

- Structure Number
- Element Number
- Description of work including any evaluation comments for previous task orders not effectively completed.
- Location of structure
- GPS Coordinates

12.3.6 Comprehensive Inventory Database (CID) Records

THEA and the Department must maintain a computer file referred to as the CID file, which contains data items pertaining to a structure's identity, condition and description. It is of utmost importance that CID data be accurate and complete.

When records are added to the computer file, a report is generated for each structure and is referred to as CID sheets. The CID sheet must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

Each structure report must be signed and sealed in accordance with Section Florida Statute 471.025. by the Professional Engineer, which confirms its accuracy and completeness. The CID sheets must follow the structure report in the final bound structure report and have a closed numbering system.

12.3.7 Photographs

The Consultant shall provide a photo inventory for each structure consisting of an overall elevation view, foundation photo, along with a brief narrative description of the location, for example, East side of structure looking North.

The Consultant shall provide a deficiency photo for each task order requested.

A general traffic signal mast arm profile intersection photo in the direction of the inventory should be incorporated in the BrM report following the CID sheet(s).

12.3.8 Location Map

The consultant will provide an individual location map, from the current general highway map, for the purpose of illustrating the physical location of each ancillary structure. These maps will be incorporated in the BrM report following the CID sheet(s).

The Consultant will provide an overall intersection layout map for all high mast light poles and traffic

signal mast arms.

Bridge Load Rating Evaluations

12.3.9 Project Objective

The scope of this project is for the Consultant to provide a complete load rating analysis of the following structure types based on need as determined by THEA.

- Prestressed Concrete AASHTO girder or Florida I Beam, simple span with multiple span lengths.
 - \circ Estimated need = 2
- Steel Plate or Steel Rolled Girder, simple span with multiple span lengths and possible combination of Prestressed girders.
 - \circ Estimated Need = 2
- Steel Multi-span Continuous girder with possible combination of Prestressed girders.
 - \circ Estimated need = 2
- T-Beam or Flat slab, simple span with multiple span lengths with possible combination of T-beams and Flat slabs.
 - \circ Estimated Need = 2

12.3.10 Services

The Consultant shall provide the following services:

The Consultant shall provide a LUMP SUM unit price for the load rating of each bridge type.

The Consultant shall perform the load ratings using the Load Resistance and Factor Rating (LRFR) method and in accordance with all current AASHTO and FDOT guidelines.

The Consultant shall review and analyze all spans of the structure.

The Consultant shall review as-built plans and bridge inspection reports for any new dead load and or structural changes when developing the load rating.

The Consultant shall consider deficiencies within the load rating calculations based on the most recent bridge inspection reports.

Documentation and identification of controlling members shall be provided with the calculations to THEA for review.

The Consultant shall use commercial software. Any custom programs shall be submitted to the THEA for approval.

12.3.11 Personnel requirements

Load rating determinations and load rating calculations shall be signed and sealed in accordance with Section 471.025, F.S. by the Professional Engineer which confirms the accuracy and completeness of the engineering services.

12.3.12 Documentation

The Consultant shall provide THEA with a signed and sealed original and electronic copy of the summary sheet and calculations upon final approval of each bridge. The electronic files shall be in adobe format with 300 dpi resolution.

LIST OF

HIGH MAST LIGHT POLE AND MAST ARM SIGNALS STRUCTURES TO BE INSPECTED

High Mast Light			
Pole Structure No.	Location	Inspection Type	Next Inspection
10P366	East End between I-75 and Town Center Blvd.	Regular NBI	2/27/2022
10P367	East End between I-75 and Town Center Blvd.	Regular NBI	2/27/2022
10P368	East End between I-75 and Town Center Blvd.	Regular NBI	2/27/2022
10P417	EB 618 before 78th Street	Regular NBI	10/25/2022
10P418	EB 618 before 78th Street	Regular NBI	10/25/2022
10P419	EB 618 before 78th Street	Regular NBI	10/25/2022
10P420	EB 618 before 78th Street	Regular NBI	10/25/2022
10P421	EB 618 before 78th Street	Regular NBI	10/25/2022

Mast Arm Signal Structure No.	Location	Inspection Type	Next Inspection
10M105	Meridian Ave. / Twiggs St.	Regular NBI	11/1/2026
10M051	Meridian Ave. / Kennedy Blvd.	Regular NBI	9/6/2026
10M064	Meridian Ave. / Jackson St.	Regular NBI	9/14/2026
TBD	Meridian Ave. / Whiting St.	Regular NBI	TBD
10M478	Meridian Ave. / Cumberland Ave.	Regular NBI	12/8/2026
10M100	Brandon Pkwy / Town Center Blvd.	Regular NBI	11/2/2026
10M101	Brandon Pkwy / Lakewood Dr.	Regular NBI	11/2/2026
10M102	Lakewood Dr. / Brandon Main St.	Regular NBI	11/2/2026

12.4 Non-Destructive Testing

12.4.1 Project Objective

THEA desires to obtain assistance for the performance of Nondestructive Testing (NDT) of structural members on the structures identified by their numbers as outlined in this Scope. The nondestructive testing shall be done by compressive wave ultrasonic (UT), and/or magnetic particle testing (MT). All tests shall be performed by competent personnel with results incorporated into engineering documents and recommendations provided to THEA.

The work items of this project consist of reviewing and verifying as-built plans of the structures listed previously. In addition, work items consist of performing an inspection plan; performing the NDT; and submitting documentation of the findings

12.4.2 Services

The Consultant will perform nondestructive testing on the following bridges:

None at this time

12.4.3 Bridge Testing Locations

The Consultant shall perform nondestructive testing on the bridge components listed below. Gaskets shall be replaced upon cover removal. Coordination with THEA personnel shall be made in order to obtain gaskets for reinstallation after testing is complete. Generalized descriptions are as follows:

None at this time.

The Consultant shall furnish THEA with records and reports covering the various work inspected, sampled and tested. Such record shall be furnished at a frequency and be of type and form directed by the THEA's Director of Operations and Engineering.

12.4.4 Consultant Responsibilities

The Consultant will submit to THEA, for approval, a detailed description of the following:

- Access to all locations to be inspected and tested (access equipment, reach equipment, etc.).
- Inspection sequence on a per bridge basis; method to access components for inspection and method of replacing all components removed.
- Removing and replacing components, and parts thereof, in order to facilitate testing and inspection.
- Grinding and cleaning shaft ends and pins to facilitate coupling of the ultrasonic transducers. Consultant shall also repair the paint coating after completion of the test.
- All required Temporary Traffic Control will be furnished by the Consultant to perform testing.

12.4.5 Procedures for Nondestructive Testing

The following procedures should be followed to complete this inspection:

• Review as-built plans to determine the exact dimensions of components to be inspected. If asbuilt plans do not exist, review the contract plans. If there are no plans, sketches of critical details should be developed from on-site measurements.

- Verify, on-site, all dimensions taken from the bridge plans.
- Prepare a written inspection plan denoting complete equipment calibration, inspection procedures, and written report contents.
- Submit the inspection plan along with a copy of personnel qualifications to the THEA's Project Manager for approval.
- Before proceeding with the nondestructive testing, all shaft ends and pin ends shall be ground, smoothed and cleaned to facilitate coupling of the ultrasonic transducers.

12.4.6 Documentation

The Consultant shall provide written documentation and supplemental drawings as required to fully support the findings, recommendations and conclusions. Each document shall be type written on 8" x 11" paper and enclosed in a bound binder with foldout drawings and signed and sealed in accordance with Section 471.025, F.S. by the Professional Engineer which confirms the accuracy and completeness of the engineering services.

12.5 Bridge Hydrographic Survey Evaluations

12.5.1 Project Objective

The scope of this project involves performing hydrographic multi-beam swath surveys on the structures identified by their numbers.

12.5.2 Services

The Consultant shall provide all equipment and labor resources necessary to research and locate the existing primary control monuments, acquire hydrographic multi-beam swath data along and around the bridge.

The Consultant shall confirm and utilize as the horizontal datum the Florida State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). ARC shall confirm and utilize as the vertical datum the North American Vertical Datum of 1988 (NAVD88). The horizontal precision of the GPS control shall conform to Federal Geographic Data Committee, Geospatial Positioning Accuracy Standards – part 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002), Second-Order, Class I for all control points. The vertical accuracy of the control points shall conform to FGDC-STD-007.4-2002 standards for Second-Order, Class II elevation difference accuracy standards for relative positioning techniques.

Hydrographic data collected will conform to the horizontal and vertical precision requirements outline in Federal Geographic Data Committee, Geospatial Positioning Accuracy Standards – PART 4: Standards for A/E/C and Facility Management (FGDC-STD-007.4-2002). The Consultant shall follow the guidelines for collecting field data as outlined in the U.S. Army Corps of Engineers manual EM 1 110-2-1003 – Engineering and Design, HYDROGRAPHIC SURVEYING.

• Hydrographic Data Collection – Hydrographic Multibeam Swath data acquisition will occur along and around the existing bridge including all supporting foundation structures. Data will be

acquired for an area encompassing the piers, pile bents, and dolphins for the full bridge length crossings.

- Multibeam swath data will be collected using a Multibeam swath sonar sounder operating at a transducer frequency of 200 KHZ. Data will be collected continuously to identify bottom conditions around each pile, pier, dolphin and fender system as water depths permit. Surveys in shallow water areas will be performed at high tide periods, where practical. Swaths, collected at a width of three times the water depth, will overlap adjacent sweeps by at least five feet. Calibration procedures will be performed and recorded according to USACE Hydrographic Surveying Manual EM-1110-2-1003. Positioning will be accomplished utilizing a Trimble DSM132 using differential Global Positioning Systems (DGPS). Tide levels will be recorded at 5-minute intervals, collected from a monitoring staff established during control work. All work will be supervised by Florida Professional Surveyor and Mapper as well as a ACSM Certified hydrographer.
- Perform laser survey of the bridge attributes including all features above mean sea level including the fender system. Establish drawings to correlate above water features to the hydrographic survey.
- At the conclusion of surveying, field and office Quality Control, the Consultant shall deliver digital and hard copy drawings, graphically illustrating the results of the survey. Graphic images will be color coded at various elevation changes and contoured.
- The hydrographic vertical survey shall document the mean high and mean low water at each location for the low member above the fender or adjacent to pier and center of span.
- The final survey shall be incorporated into the Routine Inspection Report as the channel profile for each structure surveyed.

12.5.3 Documentation

The Consultant shall submit a three dimensional (3D) digital terrain model (DTM) accompanied by a signed and sealed Surveyor's Report. One signed and sealed original and one digitally signed and sealed copy shall be submitted to the THEA Project Manager.

LIST OF STRUCTURES FOR HYDROGRAPHIC SURVEY

Structure No.	Location	Survey Type	Date
100332	SELMON CROSSTOWN VIADUCT WB	Hydrographic	TBD based on previous inspection dates
100333	SELMON CROSSTOWN VIADUCT EB	Hydrographic	TBD based on previous inspection dates
100459	SELMON CROSSTOWN WB/78ST & PALM RIVER	Hydrographic	TBD based on previous inspection dates
100460	SELMON CROSSTOWN EB/78ST & PALM RIVER	Hydrographic	TBD based on previous inspection dates
100806	MAINLINE-REVERSIBLE LANES BRIDGE	Hydrographic	TBD based on previous inspection dates

12.6 Underwater Dive Inspection

12.6.1 Project Objective

Perform Underwater Dive Inspections for THEA bridges.

12.6.2 Services

The consultant shall provide certified underwater inspection team(s) upon notification from THEA to perform underwater inspections of substructure units to determine conditions. This includes the evaluating the entire fender system, noting exposed footings, footing undermining, localized scour cones, signs of settlement, etc. The areas of inspection shall include portions of the bridge from the high-water mark down to the groundline on all members touched by water.

Bridge underwater operations shall follow FDOT Topic No. 850-010-011.

The bridge locations for this type of inspection are shown below:

Structure No.	Location	Inspection Type
100332	SELMON CROSSTOWN VIADUCT WB	100% Level I and 10% Level II Underwater Inspection
100333	SELMON CROSSTOWN VIADUCT EB	100% Level I and 10% Level II Underwater Inspection
100459	SELMON CROSSTOWN WB/78ST & PALM RIVER	100% Level I and 10% Level II Underwater Inspection
100460	SELMON CROSSTOWN EB/78ST & PALM RIVER	100% Level I and 10% Level II Underwater Inspection
100806	MAINLINE-REVERSIBLE LANES BRIDGE	100% Level I and 10% Level II Underwater Inspection

12.6.3 Personnel Requirements

A qualified individual must be at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Florida Certified Bridge Inspector. Consultant divers must meet FDOT diver certification requirements.

Each final bridge inspection report shall be signed and sealed in accordance with Florida Statutes 471.025 by the Professional Engineer who confirms the accuracy and completeness of all the report contents.

12.6.4 Documentation

Each inspection will be documented in the Underwater Inspection Report template format.

When requested, all soundings will be recorded showing the original, current and previous channel bottom measurements for the left and right side of each intermediate bent. This may include the use of a fathometer device. Current soundings will be compared to the original channel bottom measurements and aggregation and degradation provided in a chart comparison type format. The soundings information will be attached to the Inspection Report.

Provide all equipment (reach, access, etc.) necessary to complete the inspection.

If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restriction or closing of a bridge, the THEA Project Manager or designated representative must be immediately verbally notified. Verbal notification must be confirmed with written notification within 24 hours.

Each bridge inspection report shall be signed and sealed in accordance with Florida Statutes 471.025 by the Professional Engineer who confirms the accuracy and completeness of all the report contents. A signed and sealed original and electronic copy of the report shall be delivered to THEA. The electronic files shall be in adobe format with 300 dpi resolution.

Each bridge report must be submitted to THEA for review no later than 7 working days after completion of the field inspection.

12.7 Post Storm Assessment and Emergency Inspection Services

12.7.1 Project Objectives

Perform post storm damage assessment inspections for THEA owned bridges and ancillary structures and Emergency Inspection Services as requested by THEA.

12.7.2 Services

The consultant shall provide up to four inspection teams within 24 hours of notification from THEA to perform post storm damage assessment inspections. These inspections may include the following:

- Visually inspect around the abutments or end bent areas for washouts, signs of settlement, exposed footings, exposed piles, undermining, and other effects of flood water flow.
- Measure and record the freeboard measurement under the end spans.
- Visually site along the top of each bridge railing, checking for signs of settlement at each end bent or abutment and at each intermediate bent.
- Observe the alignment of each deck joint looking for elevation differences between adjacent decks which may indicate rotation or settlement of the substructure units.
- Inspect the waterway to ensure it is not obstructed but that it affords free flow of water. Watch for sand, debris, and gravel bars deposited in the channel which may direct stream flow in such a manner as to cause harmful scour at piers and abutments.
- Perform channel bottom soundings at each side of each bent in the water.

 Perform underwater inspections of substructure units to determine conditions due to scouring of the channel bottom. This includes noting exposed footings, footing undermining, localized scour cones, signs of settlement, etc.

These inspections are intended to be "cursory" in nature unless deficiencies dictate a more in-depth inspection. THEA will dictate the level of detail using the above-mentioned methods as well as which bridges to be assessed at the time of notification.

The quantities for this type of inspection have been estimated below:

THEA Facilities

Post Storm Assessment Inspections 2

Underwater Post Storm Scour Assessment Inspection 2

Emergency Inspection Services shall be performed as directed by THEA. The Consultant shall respond on-site within two (2) hours of notification. A recommendation of whether to continue or restrict normal traffic flow shall be determined on site by the Consultant.

An on-site inspection shall be performed to determine the complete extent of the damage, and a damage assessment preliminary report of those items affected shall be submitted within twenty-four (24) hours of notification.

The inspector shall make every effort to remove any free or loose debris to determine the complete extent of the damage, and/or that could possibly pose a threat to the public.

The Emergency Bridge Inspection Report, including recommendations of corrective actions with alternative methods of repairs, shall be submitted within five (5) Calendar Days of notification of the Emergency by THEA. The Inspection Report shall clearly indicate if the Emergency Incident resulted in a substantial reduction to the structural capacity of the bridge, and if so, what traffic restrictions should be implemented.

If required, a load rating analysis shall be done as part of the Emergency Bridge Inspection and shall be submitted within 48 hours of notification.

Additionally, the Emergency Bridge Inspection shall satisfy all requirements for Routine Bridge Inspections under Section 12.1 Bridge Inspection Services.

12.7.3 Personnel Requirements

A qualified individual must be at the bridge site to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and experienced in the inspection of bridges according to the National Bridge Inspection Standards or be confirmed officially by the department as a Florida Certified Bridge Inspector.

Each final bridge inspection report shall be signed and sealed in accordance with Florida Statutes 471.025 by the Professional Engineer who confirms the accuracy and completeness of all the report contents.

12.7.4 Documentation

Each inspection will be documented in a "Special Scour Report" format and all underwater inspection will be documented in BRM/BMS format.

All soundings will be recorded showing the original, current and previous channel bottom measurements for the left and right side of each intermediate bent. Current soundings will be compared to the original channel bottom measurements and aggregation and degradation provided in a chart comparison type format. The soundings information will be attached to the Special Scour Inspection Report.

If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restriction or closing of a bridge, the THEA Project Manager or designated representative must be immediately verbally notified. Verbal notification must be confirmed with written notification within 48 hours.

Each final bridge inspection report shall be signed and sealed in accordance with Florida Statutes 471.025 by the Professional Engineer who confirms the accuracy and completeness of all the report contents. A signed and sealed original and electronic copy of the report shall be delivered to THEA. The electronic files shall be in adobe format with 300 dpi resolution.

Each bridge report must be submitted to THEA for review no later than 45 working days after completion of the field inspection.

12.7.5 Post Rehabilitation Inspections

Structures, which will undergo "substantial" rehabilitation, as determined by THEA, shall require Post Rehabilitation Structure Inspection. The Post Rehabilitation Inspection Report shall be prepared in the same manner and with the same requirements as an Initial Inspection. Each section of the bridge record file shall be revised in the format designated in the Bridge and other Structures Inspection and Reporting Manual (850-010-030) and in compliance with the requirements of this Scope.

Additionally, the Post Rehabilitation Structure Inspection shall satisfy all requirements detailed in this Scope.

12.7.6 Post Repair Inspection

Structures which will undergo "substantial" repair as determined by THEA shall require a Post Repair Inspection. The Post Repair Inspection report shall be prepared with emphasis on the satisfactory or non-satisfactory completion of the repair work. The Consultant shall conduct the structure inspection and provide a preliminary report of deficiencies evaluating only those items that were included in the repair plans, with a copy of the cover sheet and the Element Detail sheets. This preliminary report should be submitted no later than seven (7) Calendar Days after notification by THEA. The complete structure inspection report shall be submitted within thirty (30) Calendar Days of the inspection. At its discretion, THEA may allow additional time where circumstances warrant or conditions allow.

For new or rehabilitated structures that have already received Initial or Post Rehabilitation Inspection, this item shall also be utilized as payment for a follow-up "punch list" structural inspection to be performed within three (3) Business Days notice by THEA to verify construction correction of any specific deficiencies identified on the initial inspection report.

Additionally, the Post Repair Bridge Inspection shall satisfy all requirements detailed within this Scope.

12.7.7 Special Bridge Inspection

Bridges that warrant additional time or circumstances to perform the inspection, such as bridge length greater than one thousand (1000) feet, the bridge inspection will be performed at night to reduce traffic inconveniences; these bridges shall require a Special Bridge Inspection. A Special Bridge Inspection shall be used in conjunction with the required bridge inspection (Routine, Initial, Post Rehabilitation, Post Repair, etc.).

Additionally, the Special Bridge Inspection shall satisfy all requirements detailed within this Scope.

13.0 DELIVERABLES

Preliminary reports, calculations, inspections, etc.

1 electronic copy in adobe format with 300 dpi resolution.

Final reports, calculations, inspections, etc.

- 1 signed and sealed original
- 1 electronically signed and sealed copy in adobe format with 300 dpi resolution.

14.0 COMPENSATION

Bridge Inspection Services

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

Overhead Sign Inspection Services

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

High Mast Light Pole Inspection Services

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

Bridge Load Rating Evaluations

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

Nondestructive Testing

Construction Engineering and Inspection Services THEA Project No. O-0322

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

Bridge Hydrographic Survey Evaluations

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

Underwater Dive Inspections

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

Post Storm Assessment Inspections

The fee for these services will be negotiated in accordance with the terms detailed in Exhibit B, Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s).

END OF ATTACHMENT 3 – SCOPE OF SERVICES