



CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR EAST SELMON RESURFACING FY 2023

THEA PROJECT No. O-0623

March 2nd, 2023

RESPONSIBLE DEPARTMENT

Brian Pickard
Director of Operations and Engineering

PROCUREMENT DEPARTMENT

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

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
PROJECT NO. O-0623
Consultant Engineering and Inspection (CEI) Services for
East Selmon Resurfacing FY 2023 Project**

The Tampa-Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting Expanded Letters of Response (ELOR) from Firms/Respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide professional services for the Consultant Engineering and Inspection (CEI) Services for the East Selmon Resurfacing FY 2023 Project. The project is to provide milling and resurfacing of the existing asphalt pavement of certain sections of the Selmon Expressway and ramps from Nebraska Avenue to east of 78th Street in Hillsborough County. Only firms with FDOT pre-qualifications for the CEI services listed below at the time of the submittal are eligible for selection:

Major Work :

- 10.1 Roadway Construction Engineering Inspection
- 10.3 Construction Materials Inspection
- 10.4 Minor Bridge & Miscellaneous Structures CEI

Selection will be made from the Expanded Letters of Response (ELOR) package and Oral Interviews. THEA will evaluate the ELOR 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 and Workload.

Interested firms will obtain a copy of the ELOR Instructions and Submittal Documents and submit a completed ELOR Package to THEA as referenced in Paragraph 1.4, Schedule of Events.

ELOR 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).

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

SECTION A

GENERAL INFORMATION AND GENERAL CONDITIONS

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO RESPONDENTS:

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

1.2 ATTACHMENTS:

The attachments listed in Section D of this Advertisements 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 Expanded Letters of Response (ELOR) 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 "Expanded Letters of Response (ELOR) Package" conforming to and containing all documents, forms and information as required by the Expanded Letters of Response (ELOR) Instructions and Submittal Documents and as specifically identified in Section B, Project Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package.

THEA will evaluate the Expanded Letters of Response (ELOR) Packages and will shortlist 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, THEA 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 Expanded Letters of Response (ELOR) Package to be rejected and disqualified from further consideration.

**SCHEDULE OF
EVENTS**

DATE	DESCRIPTION	LOCATION
March 2, 2023, by 5:00 PM	Advertisement Published	THEA Website & Demandstar
March 17, 2023, by 9:00 AM	Deadline for Respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
March 24, 2023, by 5:00 PM	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
April 5, 2023, by 11:15 AM	Deadline for Submitting Expanded Letters of Response (ELOR)	Email to Procurement@tampa-xway.com
April 12, 2023, by 9:00 AM	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to Procurement@tampa-xway.com
April 14, 2023, @ 9:30 AM	Evaluation Committee confirm ranking and discussion of ELOR packages of shortlisted firms	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
April 17, 2023, by 5:00 PM	Posting of Notice Intended Shortlist	THEA Website & Demandstar
April 24, 2023, @ 1:30 PM	Board Approval of Shortlist Ranking	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602
May 2, 2023	Oral Interviews with Shortlisted firms	THEA Office 1101 E. Twiggs Street Tampa, FL 33602
May 5, 2023, by 9:00 AM	Evaluation Committee submits final scores to THEA Procurement Office	Email to Procurement@tampa-xway.com
May 9, 2023, @ 1:30 PM	Evaluation committee meets to confirm final scores and final ranking of firms	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
May 10, 2023 by 5:00 PM	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
May 22, 2023, @ 1:30 PM	Board Approval of Final Ranking and Award of Contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
May 24, 2023 by 5:00 PM	Posting of Final Ranking	THEA Website & Demandstar
May 31, 2023 @ 9:30 AM	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, 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 THEA Website (<https://www.tampa-xway.com/procurement/#>) and 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 Expanded Letters of Response (ELOR) Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of rankings 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 EXPANDED LETTERS OF RESPONSE (ELOR) 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) and the THEA website 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 8**.

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

1.9 COMMUNICATIONS/CONE OF SILENCE:

Respondents to this Advertisement or persons acting on their behalf **may not** contact members of the Evaluation Committee, 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 advertisement must be in writing to THEA, Attention Procurement Department at procurement@tampa-xway.com.

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

1.10 MODIFICATION AND WITHDRAWAL:

ELOR 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 ELOR Package confers no right of withdrawal or modification after the ELOR has been opened at the appointed time and place by THEA.

ELOR 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 ELOR Packages 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 ELOR Package 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, an ELOR Package 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 ELOR Package to the Advertisement, in its sole discretion.

THEA reserves the right to reject any or all ELOR Packages 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 ELOR thereto; and to change or modify the procurement schedule at any time.

1.11.1 Examples of **not responsible** may include, without limitation, termination of a previous contract with THEA, financial weakness, or multiple legal actions taken against the firm.

1.11.2 Examples of **non-responsive** 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 ELOR 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 an ELOR Package will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of an ELOR 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 an ELOR Package to this Advertisement shall be borne entirely by the Respondent.

1.15 DELIVERY OF RESPONSE PACKAGE:

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

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

All ELOR packages shall be delivered using the method stated in the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events.

All ELOR 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.

Any ELOR package received after the date and time stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events, will not be considered.

1.16 OPENING OF RESPONSE PACKAGES:

ELOR packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Expanded Letters of Response (ELOR) 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. THEA reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

The Evaluation Committee will meet to confirm their scores of the ELOR Packages and Shortlist 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 ELORs to shortlist firms are as follows:

	<u>SHORTLIST EVALUATION CRITERIA</u>	<u>Maximum Points</u>
1.	Construction Engineering & Inspection Firm Name and qualifications, including contact name and minimum required information	Pass/Fail
2.	Past Performance: Respondents past performance and references on construction engineering & inspection contracts of similar size and scope, and roles of personnel proposed for this contract	10
3.	Respondent's Understanding of the Scope: Respondents detailed approach to provide services and willingness and ability to meet and adhere to schedules and budgets	10
	Total	20

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.

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 Shortlist** referenced in Section A, Paragraph 1.4, Schedule of Events.

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

The order of the interviews will be established by random drawing by the Procurement

Office. A representative of the Procurement Office shall be the facilitator of the interviews and be the timekeeper during the meeting as well as assuring the Respondents adhere to the time constraints set forth in this section.

Each Shortlisted Respondent will be allotted 5 minutes for opening statements, followed by a 45-minute Oral Interview. A Question-and-Answer session or clarifying questions by the Evaluation Committee will be held until the end of the interview if time permits.

No handouts or visual aids other than business cards are permitted before, during, or after the interview. Consultants are not permitted the use of smartphones, laptops, and tablets during the Interview.

1.19 EVALUATION CRITERIA:

The Evaluation Committee will meet to confirm their scores of the Interviews and final ranking of the Respondents on the date, time and at the location stated for Evaluation Committee Meets to Confirm Scores and 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 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.

The 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.	<p><u>Understanding the Scope</u> The Respondent shall demonstrate their understanding of the scope of services including any unique issues involved in the construction project and their ability to meet the challenges. Assumptions (if any) should be clearly stated.</p>	25
2.	<p><u>Qualifications and Experience of Key Personnel</u> The Consultant firm shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> • Provide the name of the proposed CEI Senior Project Engineer, CEI Project Administrator/Project Engineer and names and roles of key personnel • Provide the credentials/expertise/experience of the Senior Project Engineer, Project Administrator/Project Engineer and other key individuals who are specifically licensed and/or CTQP 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 <p>Discuss the staffing quality and availability, individuals experience on similar projects</p>	25
3.	<p><u>Quality Assurance</u> The Respondent firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to this project and meets the requirements of the scope of services.</p> <ul style="list-style-type: none"> • 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.	<p><u>Communication</u> The Respondent will discuss the THEA’s ability to communicate with the Respondent’s CEI Project Administrator/Project Engineer and Senior Project Engineer and their commitment in responding to THEA.</p> <ul style="list-style-type: none"> ▪ Discuss their approach to timely review and submittal of contractor invoices, THEA personnel action requests, and committing requested personnel in a timely manner. The Respondent shall discuss their communication with their subconsultants. The Respondent will discuss their approach to communicating with the Authority and with the public. ▪ Discuss their approach to communications with the Design-Build Firm and how the communication will be handled between the design phase and the construction phase of the project, including issue escalation. 	20
5.	<p><u>Workload:</u> The Respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.</p> <ul style="list-style-type: none"> • Identify other current and projected work that the Respondent has or is pursuing and their impact on the staffing for this project 	10
TOTAL:		100

After ranking of the Respondents Interviews 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.

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 ELOR 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 Construction Engineering Inspection Work Types 10.1, 10.3, and 10.4.

The Respondent must include with its Response Package a completed **FORM 4 – 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 responsibility of the Respondent for performing the work.

Failure to submit a completed **FORM 4 – 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:

ELOR 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 ELOR Package.

By submitting an ELOR 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 ELOR Package shall remain assigned for the duration of the project, unless otherwise agreed to in writing by THEA.

After the award of the resulting contract from this solicitation, in the event the selected Respondent 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 ELOR 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 Project 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 a total of 215 days.

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 ELOR Package or annul the award in the event Respondent's ELOR 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 ELOR Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All ELOR 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 Advertisement 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 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 4, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS.**

2.16 BID SECURITY:

A Bid Security is not required for this solicitation.

2.17 PAYMENT AND PERFORMANCE BOND:

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

2.18 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 5.**

2.19 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 5 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

2.20 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 sub-contractors 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.

2.21 NOTICE OF PROTEST:

2.21.1 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.

2.21.2 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.

2.22 EXPANDED LETTERS OF RESPONSE (ELOR) 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 Expanded Letters of Response (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 7**.

2.23 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]

SECTION B

1. **DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:**

1.1 **DESCRIPTION OF PROJECT:**

The Scope of Services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

1.2 **SCOPE OF SERVICES:**

A Scope of Services is attached hereto as **Attachment 1 - 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 **EXPANDED / LETTERS OF RESPONSE (ELOR) PACKAGE:**

ELOR Packages must be submitted using the method stated in the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Submittal Deadline - The deadline for delivery of Respondent's ELOR Package is no later than the date and time stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Submittal Quantities - One (1) electronic copy of the ELOR Package in Adobe PDF shall be delivered to THEA by the date, time, and at the location stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) 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 font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

ELOR Packages must be submitted as a single document attached in an E-Mail, submitted electronically to the indicated address as referenced in Section A, Paragraph 1.4, Schedule of Events. The ELOR Packages must not exceed 8 MG in size in Adobe PDF format and unzipped. Failure to comply with the submittal requirements may cause the ELOR Packages to be considered non-responsive.

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

Content - 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 ELOR Packages Package be organized, tabbed and submitted as follows:

1. **Table of Contents**

2. **Expanded Letters of Response (ELOR)**

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

a) Minimum Requirements:

- State the Project Name and Number;
- 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;
- 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:

Respondents past performance and references on construction engineering & inspection contracts of similar size and scope, and roles of personnel proposed for this contract

c) Respondent's Understanding of the Scope

Respondents detailed approach to provide services and willingness and ability to meet and adhere to schedules and budgets

3. **Organizational Chart**

Attach an organizational chart that includes the following:

- Identify key members of Respondent's team including the proposed Project Manager and names and roles of other key personnel;
- State firm name for key members of Respondent's team (if from a Subcontractor);
- 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 8½" x 11" if folded neatly to 8½" 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' ELOR Package.

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 - Conflicts of Interest Statement**
- **Form 4 – Questionnaire**
- **Form 5 - Certification Regarding Scrutinized Companies List**
- **Form 6 – Acknowledgement of Receipt of Addendum**
- **Form 7 - 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]

SECTION C

REQUIRED FORMS

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

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Conflicts of Interest Statement
- FORM 4: Questionnaire
- FORM 5: Certification Regarding Scrutinized Companies Lists
- FORM 6: Acknowledgement of Receipt of Addendum
- FORM 7: Respondent's Response Package Review Checklist

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

DECLARATION OF RESPONDENT

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

4. Professional License Number is: _____
5. The Project Manager assigned to this contract has a current Professional License Number of _____ issued by the State of _____.
6. Federal 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.
- (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 other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the Company. Said affidavit shall be attached to this Declaration of Respondent.

STATE OF _____

COUNTY OF _____

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

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

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

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

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

by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

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

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

2. I understand that a "public entity crime" as defined in a Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjunction of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

- i. A predecessor or successor of a person convicted of a public entity crime; or
- ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any

natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

[signature]

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

Personally known _____ OR Produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of Identification)

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

(END OF FORM 2- PUBLIC ENTITIES CRIME STATEMENT)

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.

OR

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 3 – CONFLICTS OF INTEREST STATEMENT]

QUESTIONNAIRE

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

1. **BUSINESS INFORMATION:**

1.1 Name of Primary Contractor (Respondent): _____

1.2 Location of primary office which will handle this project:

1.3 Business Organization:

a) Number of years your firm (under any name) has been in Business: _____

b) With same person in top management position: _____

c) Under present name: _____

d) Number of years in Florida: _____

e) Total number of full-time staff: _____

f) Additional part-time staff: _____

g) States in which you have performed activities: _____

2. **MINIMUM QUALIFICATIONS:**

2.1 **Minimum Requirements:**

This Project requires that **Prime Contractor:**

a. Have previous experience with similar projects and previous experience in providing services related to this advertisement.

b. Procures and maintains insurance of the types and limits as specified in Section C, Attachment 3 – Insurance Requirements, Coverages and Limits.

3. **EXPERIENCE AND REFERENCES:**

3.1 Experience:

3.1.1. State the total contract volume and value that your organization has been responsible for in the past five years in:

a. Total Dollar value _____

b. Number of Contracts _____

3.1.2. List the dollar volume and number of governmental projects your organization has completed in the past 5 years:

a. Dollar Value _____

b. Number of government projects _____

3.2 Provide information on at least three projects that Contractor has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project:

3.2.1 **Project # 1:**

a. Date Project Completed: _____

b. Project Name: _____

c. Owner Name: _____

d. Owner Address: _____

e. Owner Telephone: _____

f. Name of Reference for this Project: _____

g. Relationship of Reference to Owner: _____

h. Title and Position Reference Held for this Project: _____

i. Firm name where Reference was employed for this project: _____

j. Reference's Telephone: _____

k. Dollar Amount: _____

l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

m. Describe Your Specific Scope of Work: _____

n. General Contract Amount: _____

o. 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) _____

- 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. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.2 Project # 2:

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. 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) _____

- 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. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.3 Project # 3:

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. 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) _____

- 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. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: _____
- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

4. STAFF:

4.1 Provide information on Respondent's staff that will be assigned to this Project including name, years' experience, credentials and applicable professional licenses.

POSITION	EMPLOYEE NAME	CREDENTIALS & PROFESSIONAL LICENSE	YEARS EXPERIENCE
Project Manager			
Other			

4.2. Provide a profile of your staff listing classification of personnel, number of personnel and combined years of experience.

Classification	Number of Personnel	Combined Years of Experience	No. of 4-year Degrees
Project Manager	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Other	_____	_____	_____

[END OF FORM 4 - QUESTIONNAIRE]

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.

Respondent / Bidder Name: _____

Respondent /Bidder FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the "Respondent/Bidder".

I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or engaged in business operations in Cuba or Syria.

I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 5 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this Solicitation?

Yes

No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____

RESPOND
ENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 6 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM]

RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW CHECKLIST

Respondent's ELOR Package **must be** organized and labeled following the instructions as contained in **Section B**, Paragraph 2.1, ELOR Package.

Proposal Format	Section Title
	1. Table of Contents
	2. ELOR
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Questionnaire Form 5 - Certification Regarding Scrutinized Companies List Form 6 – Acknowledgement of Receipt of Addendum Form 7 - Respondent's Response Package Review Checklist Addendum (if applicable).
	6. Staff Hour Estimate

By submitting this response, we accept and acknowledge that we can comply with all terms and conditions set forth in the ELOR including, without limitation, the insurance and performance/payment bond requirements and the indemnification provision.

 Name of Person Responsible

 Date

 Title of Person Responsible

 Company Name

[END OF FORM 7 - RESPONDENT'S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW CHECKLIST]

SECTION D

ATTACHMENTS

1. Scope of Services
2. Hyperlink to: Low Bid Design-Build Request for Proposal for East Selmon Resurfacing FY 2023 Project
3. Insurance Requirements, Coverages and Limits

SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Tampa-Hillsborough County Expressway Authority (THEA) and Florida Department of Transportation (Department or FDOT) manuals, and procedures.

The project for which the services are required is:

Description:	East Selmon Resurfacing FY 2023 Project
County:	Hillsborough County
THEA Project No.	O-0523

Exercise independent professional judgment in performing obligations and responsibilities under the contract. Pursuant to Section 4.1.4 of the Department's Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of a contract unless otherwise directed in writing by the Authority. Such Department manuals, procedures, and memorandums are found at the FDOT State Construction Office's website (<https://www.fdot.gov/construction>).

The Authority requires milling and resurfacing of the existing asphalt pavement of certain sections of Selmon Expressway and ramps from Nebraska Avenue to east of 78th Street. Work includes development of design documents, contract plans, specifications, milling and resurfacing and pavement markings.

The Design-Build Firm shall mill and resurface the following roadway segments as described below and shown in the Reference Documents:

1. Eastbound entrance ramp from N. Nebraska Avenue
2. Eastbound Selmon Expressway Lower Lanes from 19th Street to the 22nd Street Overpass
3. Westbound Selmon Expressway Lower Lanes from 19th Street to the 22nd Street Overpass

4. Eastbound Selmon Expressway Lower Lanes from the 22nd Street Overpass to the 26th Street Overpass
5. Westbound Selmon Expressway Lower Lanes from 22nd Street Overpass to the 26th Street Overpass
6. Eastbound Selmon Expressway Lower Lanes from 26th Street Overpass to the CSX Railroad Overpass at the I-4 Connector
7. Eastbound Selmon Expressway Lower Lanes from the CSX Railroad Overpass at the I-4 Connector to the 34th Street Overpass
8. Eastbound Selmon Expressway Lower Lanes from the 34th Street Overpass to the 39th Street Overpass
9. Eastbound Selmon Expressway Lower Lanes from the 39th Street Overpass to the 50th Street Overpass, including the Eastbound Exit Ramp to 50th Street.
10. Westbound Selmon Expressway Lower Lanes from the 39th Street overpass to the 50th Street Overpass
11. Westbound Entrance Ramp from 50th Street with the exception of 90 feet of existing pavement at the Westbound ramp Toll Gantry which shall remain. The proposed milling and resurfacing shall match existing at the east and west limits of the existing Toll Gantry pavement.
12. Eastbound Selmon Expressway Lower Lanes from the 50th Street Overpass to the Railroad Overpass
13. Westbound Selmon Expressway Lower Lanes from the 50th Street Overpass to the Railroad Overpass
14. Eastbound Selmon Expressway Lower Lanes from the Railroad Overpass to Pier 65
15. Westbound Selmon Expressway Lower Lanes from the Railroad Overpass to the Maydell Drive Overpass
16. Westbound Selmon Expressway Lower Lanes from the east Maydell Drive bridge Approach slab to the west Approach Slab of the 78th Street /Tampa Bypass Canal bridge with the exception of 90 feet of existing pavement at the mainline Westbound Toll Gantry which shall remain. The proposed milling and resurfacing shall match existing at the east and west limits of the existing Toll Gantry pavement.
17. Westbound Selmon Expressway Lower Lanes from the East Approach Slab of the 78th Street/Tampa Bypass Canal bridge to the REL (Reversible Express Lanes) Gantry.

Work shall include identification of and replacement of existing pavement markings.

The Eastbound Selmon Expressway Lower Lanes from 26th Street Overpass to the I-4 Connector will require the Design-Build Firm to coordinate with FDOT District 7 and the Florida Turnpike. The Design-Build Firm will also have to coordinate with Middlesex Corporation, the contractor for the East Selmon/REL Slip Ramps project.

The Design-Build Firm shall coordinate the Temporary Traffic Control Design with the Authority's Toll Operations Department to minimize any disruptions to toll operations.

The Design-Build Firm shall prepare Pavement Design Package, Typical Section Package, Specification Package, Signing and Marking Plans, and Temporary Traffic Control Plans.

The intent of this Project is to replace, repair or rehabilitate all deficiencies noted in the RFP within the Project limits such that maintenance work required upon Final Acceptance is limited to routine work.

The Consultant shall provide support for THEA's Public Information Office for the duration of the project.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Authority and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The CEI services for the East Selmon Resurfacing FY 2023 Project shall begin upon written notification to proceed by THEA.

Track the execution of the contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by THEA has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with THEA and the Design-Build Firm to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Design- Build Firm activities.

For estimating purposes, the Consultant will be allowed an accumulation of five (5) calendar days to perform preliminary administrative services prior to the issuance of the Design-Build Firm's notice to proceed and thirty (30) calendar days to demobilize and develop the final estimate after final acceptance, for a total of 215 days.

The anticipated letting schedule and construction time for the project is as shown below:

East Selmon Resurfacing FY 2023 Construction Contract	
<u>THEA Contract #</u>	<u>Duration (Days)</u>
O-0523	180*

*Note that the contract duration shall be adjusted depending on the contract time proposed by the successful Design-Build Firm.

4.0 DEFINITIONS:

- A. Agreement: The Professional Services Agreement between the Authority and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Authority: The Tampa-Hillsborough County Expressway Authority
- C. Authority Contracts and Procurement Manager: The administrative head of the Authority Procurement Office.
- E. Authority Director of Operations and Engineering: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.

- F. Construction Project Manager: The Authority employee assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- H. Consultant: The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- K. Department (FDOT): Florida Department of Transportation
- L. Design-Build Contract: The written agreement between the Authority and the Design-Build Firm setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- M. Design-Build Firm: The individual, firm, or company contracting with the Authority for design, furnishing of labor and materials, and performance of work for construction of the project.
- N. Executive Director: The Chief Executive Officer of the Tampa Hillsborough Expressway Authority.
- O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- P. Operations Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Maintenance Contracts for the Authority.
- Q. Public Information Office: The Authority's office assigned to manage the Public Information Program.
- R. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- S. Resident Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Construction Contracts for the Authority.

5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT

- A. The Authority on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
1. Construction Plans,
 2. Specification Package,
 3. Copy of the Executed Design-Build Contract

 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired on-line at the Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 414-4050

<http://www.dot.state.fl.us/construction/>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Scope of Services.

Provide each inspection staff with a laptop computer running a Consultant furnished comprehensive construction management system supporting activities including construction administration, field record keeping, contract record maintenance, contractor payment processing, materials management, and civil rights monitoring application through use of a mobile broadband connection to the Consultant furnished server. All computer coding shall be input by Consultant personnel using equipment furnished by them. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:
<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Field Office: (NOT APPLICABLE)

The Authority will not be providing direct compensation for a Field Office.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Scope of Services; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Scope of Services will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Scope of Services. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by THEA, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the contract, keep THEA's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of the contract and all Supplemental Amendments thereof, the Authority will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist Authority representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Authority recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Authority to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Design- Build Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Design-Build Contract.

Observe the Design-Build Firm's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and direct the Design-Build Firm to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Design-Build Firm and the corrective action that has been directed to be performed by the Design-Build Firm.

9.2 Survey Control:

To the extent consistent with the provisions of the Design-Build Contract and with prior approval of the Construction Project Manager check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil

excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.3 On-site Inspection:

Monitor the Design-Build Firm's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Design- Build Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Design-Build Firm's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Design-Build Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Design-Build Firm's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will perform inspection and sampling of materials and components at locations remote from the project site. In addition, the Consultant will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Authority will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a Consultant laboratory to the appropriate laboratory.

Input verification testing information and data into the Consultant furnished

comprehensive construction management system supporting construction administration, field record keeping, and materials management.

9.5 Engineering Services:

Coordinate the Design-Build Contract administration activities and with the Design-Build Firm as necessary to complete the construction of the project. Notwithstanding the above, the Consultant is not liable to the Authority for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Design-Build Firm activities, interpreting plans, specifications, and special provisions for the Design-Build Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Consultant shall create and maintain an electronic document management system. The following services shall be performed:

1. Attend a pre-service meeting for the contract. Provide appropriate staff to attend and participate in the pre-service meeting.
2. Schedule and attend a Final Estimate informational meeting with the Authority. Provide appropriate staff to attend and participate in this meeting.
3. Schedule and attend a meeting with the Authority Compliance Manager prior to the Pre- construction Conference. In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.
4. Schedule and conduct a meeting with the Authority prior to the Pre- construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
5. Review all Contractor-Initiated submittals subject to a 10-business day review time by the Authority.
 - i. Review times will commence after the Authority performs a completeness review, and in its sole and absolute direction, determines the submittal is sufficiently complete to be reviewed.
6. Coordinate and manage the Release for Construction (RFC) plan process.
7. Submit an Engineer's Certification of Compliance at the end of the project.
8. Verify that the Design-Build Firm is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.

9. Analyze the Design-Build Firm's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
10. Analyze problems that arise on a project and proposals submitted by the Design-Build Firm; work to resolve such issues and process the necessary paperwork.
11. When applicable, monitor, inspect and document Design-Build Firm's utility coordination efforts for compliance with Design-Build contract. Facilitate coordination and communication between Utility Agency's representatives, Authority's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Authority and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other Authority and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
12. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Design-Build Firm operations and to facilitate prompt processing of such information in order for the Authority to make timely payment to the Design-Build Firm.
13. When applicable, prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
14. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Design-Build Contract in regard to payment of predetermined wage rates in accordance with Authority procedures.
15. The Authority will provide Public Information Services.
16. Prepare and submit to the Construction Project Manager monthly, a Construction Status report.
17. Video record the pre-construction conditions throughout the project limits via use of a 360-degree camera. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
18. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Photographs and other media will be filed and maintained on the Consultant's computer using a Digital Media Management system. Photographs shall be taken the day prior to the start of construction and

continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of Unmanned Aircraft System (UAS) video as well as project photographs and ground – level videos. The digital media should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Daily project and update photos should be taken. UAS media shall be updated on a weekly basis. Photographs and other media will be filed and maintained on the Consultant’s computer using a Digital Media Management system.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under the contract.

Unless otherwise agreed to by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Authority. Staff that has been removed shall be replaced by the Consultant within one week of Authority notification.

Before the project begins, all project staff shall have a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant’s project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Authority and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and

direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The Authority Director of Operations and Engineering or designee will have the final approval authority on such exceptions.

Submittals from the Design-Build Firm's project management network will be made accessible to the CEI Firm as determined by the Authority. CEI Firm shall maintain all submittals, RFIs, RFPs, Change Orders, Pay Applications, and any other project / construction critical data as determined by the Authority. Review/Approval Workflows for submittals shall be established for each task by the CEI and documented as an Annex to the Design-Built Firm's Project Execution Plan (PxP) or as a separate document.

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Complete the Florida Department of Transportation Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Intermediate MOT

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having

performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI UTILITY COORDINATOR - High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

CTQP Concrete Field Inspector Level II (Bridges) CTQP Asphalt Roadway Level I

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)

CTQP Grouting Technician Level I

CTQP Post-Tensioning Technician Level I CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI SENIOR ITS INSPECTOR - High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civil Engineering Degree and one (1) year of ITS CEI experience, plus demonstrated knowledge in the following:

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
MVDS Operations and Testing
FDOT SEMP Training
Familiarity with Existing Communication Equipment and Switches

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level II Field (or equivalent)

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I
Florida Stormwater, Erosion, and Sedimentation Control Training and
Certification Program for
Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI ASPHALT PLANT INSPECTOR - High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

CEI ITS INSPECTOR - High School Graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus demonstrated knowledge in the following

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
Familiarity with Existing Communication Equipment and Switches
MVDS Operations and Testing

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for inspecting the construction work; monitoring the correct ITS and electrical installation techniques to ensure conformance with the plans, specification, National Electrical Code and other applicable manuals. Responsible for escalating to the Senior Inspector or Project Administrator (as applicable) any deficiencies.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher- level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Authority has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Design-Build Firm is working. If Design-Build Firm operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Design-Build Firm operations requires the removal of Consultant forces from the project, the Consultant will be allowed five (5) days maximum to mobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Authority procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount

(whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the Authority.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a digitally signed certification on a form pursuant to Department and Authority's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the Authority for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Design-Build Firm.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional contract calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each

subconsultant. The Consultant will provide a printout showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

- (2) When the Consultant identifies a condition that will require an amendment to the contract the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority two (2) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Authority.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the Authority in a format and distribution schedule defined by the Authority, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Authority prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the Authority in electronic and hard copy formats in accordance with Authority's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Authority.

A Final Invoice will be submitted to the Authority no later than the 30th day following Final Acceptance of the individual project or as requested by the Authority.

14.0 OTHER SERVICES:

Upon written authorization by the Director of Operations and Engineering or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement but may be required by the Authority to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Design- Build Contract.

ATTACHMENT 2

Hyperlink to:

[LOW BID DESIGN-BUILD REQUEST FOR PROPOSAL for East Selmon Resurfacing FY 2023 Project](#)

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:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, 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 Requirements	Florida Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

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

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

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

The Certificate must reflect whether the policy is “claims made” or “occurrence”.

Products & Completed Operations 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, (if required)** – Environmental Impairment (Pollution) Liability insurance is required **only** if specifically stated in

the LOR Instructions and Submittal Documents package at Section A, Paragraph 2.17.

If required, 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