



READVERTISEMENT

INVITATION TO BID (ITB)

Contract #: O-0723

THEA RR Track Removal Parallel to Meridian Ave. from Cumberland Ave to Twiggs St

ITB Issue Date & Cone of Silence Effective Date: 4/27/2023

ITB Response Due Date: 6/14/2023

RESPONSIBLE DEPARTMENT

Brian Pickard, Director of Operations and Engineering

PROCUREMENT DEPARTMENT

Shannon Bush, Contracts and Procurement Manager

1104 East Twiggs Street, Suite 300

Tampa, Florida 33602

Telephone Number: (813) 272-6740

Email: Procurement@tampa-xway.com

THE RESPONSIBILITY OF SUBMITTING A BID PROPOSAL PACKAGE IN RESPONSE TO THIS SOLICITATION DOCUMENT TO THEA ON OR BEFORE THE STATED DEADLINE SHALL BE SOLELY AND STRICTLY OF THE BIDDER. THEA SHALL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY THE UNITED STATES MAIL, OR ANY OTHER DELIVERY SERVICE, OR CAUSED BY ANY OTHER OCCURRENCE.

BIDDERS SHALL READ THE SOLICITATION/CONTRACT DOCUMENTS IN THEIR ENTIRETY PRIOR TO SUBMITTING A BID PACKAGE.

BY SUBMITTING A BID PROPOSAL PACKAGE, THE BIDDER ACKNOWLEDGES THEY HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS AND CONDITIONS TO BE MET AND THE CHARACTER AND QUALITY OF THE SCOPE OF WORK TO BE PROVIDED

Legal Entity Name (Bidder): _____

Address of Bidder: _____

FEIN: _____

Name of Authorized Officer: _____ Title: _____

E-mail: _____ Phone Number: _____

Attachments and/or References not attached hereto will be supplied upon request and shared via a OneDrive File Share or in-person pickup of a flash drive at the THEA Headquarters office. Please contact the Procurement Office at procurement@tampa-xway.com to request your link or flash drive.

Exhibits -

- A. Scope of Work
- B. Bid Proposal Form
- C. Public Entity Crime
- D. Drug-Free Workplace
- E. Conflict of Interest Form and Affirmation
- F. Experience and References
- G. Insurance Requirements Coverages and Limits

Attachments-

- 1. O-1022_FINAL_THEA RR Track Removal_Roadway Plans_S+S
- 2. O-1022_FINAL_THEA_RR Track Removal_SAPM Plans_S+S
- 3. O-1022_FINAL_THEA RR Track Removal_Signalization Plans_S+S
- 4. O-1022_THEA RR Track Removal_Specs
- 5. ROW_Conditions_Placard_20221230_150431

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting sealed bids from qualified contractors to provide all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization, excavation, grading, maintenance of traffic (vehicular and pedestrian), and utility coordination necessary to remove THEA owned existing railroad tracks, ballast, sub ballast, contaminated soil (minimal), existing railroad crossing signal equipment and gates, provide enhanced pedestrian signals, reconstruct asphalt pavement and base, mill and resurface asphalt pavement, apply temporary striping, permanent thermoplastic striping and reflective pavement markings, parallel to Meridian Avenue (SR 618) from East Cumberland Avenue to north of East Twiggs Street for the Tampa Hillsborough Expressway Authority (THEA) located at 1104 E. Twiggs St, suite 300, Tampa, FL 33602. This project does not require any coordination with CSX.

II. INSTRUCTIONS TO BIDDERS

1. THEA must receive all submittals at the location, date, and time identified in **Section VI., Schedule of Events**. Any submittal received after the stated time and date shall not be considered and may be returned only at the firm's expense. It shall be the sole responsibility of the firm to have its package delivered to THEA. Facsimile submittals will not be accepted. Delay in delivery shall not be the responsibility of THEA.
2. Each firm shall examine all documents and shall determine all matters relating to the interpretation of such documents.
3. The following exhibits are required by THEA to be completed by the bidder and submitted as part of the Bid Proposal Package:
 - B. Bid Proposal Form
 - C. Public Entity Crime
 - D. Drug-Free Workplace
 - E. Conflict of Interest and Affirmation Statement
 - F. Experience and References
 - G. Insurance Requirements Coverages and Limits
4. One (1) original combined pdf of the bid proposal package and the required forms above must be delivered to THEA's Procurement Department in one e-mail, clearly marked in the subject line, **"Invitation to Bid O-0723 THEA RR Track Removal from Cumberland Ave to Twiggs St"**:

Procurement Office
Procurement@tampa-xway.com
1104 East Twiggs Street, Suite 300
Tampa, FL 33602
5. THEA shall not be liable for any expenses incurred in the preparation of the bid proposal package.
6. THEA reserves the right to request resubmission or to re-advertise for all or any part of the work. THEA shall be the sole judge of the submittals and the resulting negotiated agreement that is in THEA's best interest, and THEA's decision shall be final.

7. The successful firm shall be required to execute an agreement, in form and content acceptable to THEA, indemnifying and holding harmless THEA, its officials, officers, employees, and agents from all claims.

8. **CONE OF SILENCE**

Firms, their agents, or associates shall refrain from contacting or soliciting any THEA staff or members of the Board of Directors directly or indirectly regarding this ITB during the selection process. Failure to comply with this provision may result in the disqualification of the firm. All requests for clarification or additional information should be made in writing via email to:

Procurement@tampa-xway.com

AT THE DISCRETION OF THEA, ANY VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS SECTION SHALL CONSTITUTE GROUNDS FOR IMMEDIATE REJECTION OF THE BID PROPOSAL PACKAGE AND THE BIDDER SHALL BE DEEMED NON-RESPONSIVE.

III. **QUALIFICATIONS:**

The bidder must include with its bid proposal package all completed required forms as indicated in Section II Instructions to bidders. Failure to submit all completed forms may be cause for rejection at the sole option of THEA.

IV. **DOING BUSINESS IN THE STATE OF FLORIDA**

All bidders shall be in good standing with and authorized to do business in the State of Florida. Furthermore, it is the responsibility of the bidder to confirm that all of its subcontractors are also in good standing and authorized to do business in the State of Florida as may be required pursuant to §607.1501, §605.0902, and §605.0905 Florida Statutes.

If a bidder is not required to register pursuant to Florida Statutes, the successful bidder shall be able to submit documentation demonstrating non-applicability of the statute.

THEA shall not execute an agreement if the successful bidder and subcontractors are not registered and in good standing to do business in the State of Florida as required by the referenced Florida Statutes.

V. **SELECTION PROCESS**

THEA intends to purchase the Product/Services from the responsible and responsive bidder. The selection process for this ITB will consist of the following.

Bid proposal packages will be evaluated on whether the bidder is responsible and responsive to this solicitation, with the objective to evaluate those bids and responses and to award a contract for the work to the firm with the **lowest total lump sum price**.

THEA will determine if the firm's bid is responsive and is a responsible bidder, in its sole and absolute discretion, considering all relevant facts and information. If it is determined the **lowest total lump sum price** is excessive, best offers are determined to be unreasonable or it is in THEA's best interest to do so.

FINAL SELECTION:

The bidder with the **lowest total lump sum price** will be presented to THEA's Board of Directors for consideration and approval with a recommendation that the bidder be selected per the Schedule of Events below.

VI. SCHEDULE OF EVENTS

DATE	DESCRIPTION	LOCATION
April 27, 2023, by 5:00 PM	Advertisement Published	THEA Website & Demandstar
May 19, 2023, by 5:00 PM	Deadline for Respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
May 31, 2023, by 5:00 PM	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
June 14, 2023, by 9:00 AM	Deadline for Submitting Bid Proposal Package	Email to Procurement@tampa-xway.com
June 14, 2023, @ 1:30 PM	Public Opening of Bid Proposal Packages	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
June 15, 2023, by 5:00 PM	Post Notice of Intended Ranking	THEA Website & Demandstar
June 26, 2023, @ 1:30 PM	Board Approval of Final Ranking & Award of Contract	THEA Offices 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
June 27, 2023, by 5:00 PM	Posting of Award of Contract	THEA Website & Demandstar

VII. TERMS AND CONDITIONS

THEA reserves the right to reject all bid proposal packages, any bid proposal packages not conforming to this Invitation to Bid, and to waive any irregularity or informality with respect to any proposal. THEA further, reserves the right to request clarification of information submitted and to request additional information from one or more firms.

THEA requires that the bidder selected will not discriminate under the agreement against any person in accordance with federal, state, and local governments' regulations. THEA requires the bidder selected make an affirmative statement to the effect that their retention shall not result in conflict of interests with respect to THEA.

THEA requires that the bidder make an affirmative statement to the effect that they have not contacted, or attempted to contact, any member of the Board of Directors, or THEA staff, except as expressly permitted in the ITB.

**EXHIBIT “A”
SCOPE OF WORK**

1. DESCRIPTION

- 1.01 This section provides a general summary or overview of the work to be performed in this Invitation to Bid (ITB). In performing the work, the contract documents, plans and specifications shall be adhered to.

2. SCOPE OF WORK

- 2.01 The general Scope of Work consists of, but is not limited to: Providing all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, mobilization, demobilization, excavation, grading, maintenance of traffic (vehicular and pedestrian), and utility coordination necessary to remove existing THEA railroad tracks, ballast, sub ballast, contaminated soil, existing railroad crossing signal equipment and gates, adjustment of signal timings, reconstruct asphalt pavement and base, mill and resurface asphalt pavement, apply temporary striping, permanent thermoplastic striping and reflective pavement markings, parallel to Meridian Avenue (SR 618) from East Cumberland Avenue to north of East Twiggs Street. Contractor will be required to coordinate with the Florida Department of Transportation, the City of Tampa, and the Authority’s Contamination Assessment and Remediation (CAR) Contractor.
- 2.02 There will be NO LANE CLOSURES allowed Mondays through Fridays between the hours of 6:00 AM to 9:00 AM Eastbound and Westbound and Mondays through Fridays Eastbound from 2:00 PM to 7:00 PM on Jackson Street, Kennedy Boulevard, and Twiggs Street. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the Authority’s Project Manager.
- 2.03 The milling and paving activities are to be performed in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, Section 300, for Bituminous Treatment Surface Courses and Concrete Pavement as per the project plans.
- 2.04 The temporary and permanent striping activities are to be performed in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction. In addition, the Contractor shall install pavement markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
- 2.05 Temporary Traffic Control, to be provided by the Contractor during all set-up and take-down activities and work activities. Temporary Traffic Control to be performed by “TTCP certified” staff in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, Section 102, Maintenance of Traffic and the latest edition of the Florida Department of Transportation (FDOT) Standard Plans for Road Construction.
- 2.06 Work to be performed as per the Temporary Traffic Control Plan in the project construction plans.

- 2.07 Work performance total duration consists of 180 days of contract time (which includes 30 days of asphalt cure time for thermoplastic application), plus an additional 30 days of procurement time (before contract time starts) for the signal items to make sure the equipment is on site when needed.
- 2.08 An FDOT certified tack truck will be required.
- 2.09 The Contractor is to take any and all precautions to protect the vehicular traffic and any appurtenances during all phases of construction. All claims for damage due to the activities of the Contractor and/or its sub-contractors will be the responsibility of the Contractor
- 2.10 The Contractor shall obtain all required permits/approvals from the Florida Department of Transportation and City of Tampa necessary to perform work within their respective rights-of-way.
- 2.11 The Contractor shall remove and properly dispose of ballast, sub ballast, and contaminated soil as identified in the Construction Plans. Contractor will be required to coordinate with the Authority's Contamination Assessment and Remediation (CAR) Contractor.

3. SUBMITTALS

- 3.01 Submit the following in accordance with shop drawing submittal requirements of the General Provisions.
 - 3.01.01. Maintenance of Traffic Plan. The Contractor shall prepare and submit to the Authority a Maintenance of Traffic Plan in accordance with the most recent edition of the Florida Department of Transportation (FDOT), Standard Plans for Road Construction Section.

4. CONTRACT DRAWINGS AND SPECIFICATIONS PACKAGE

- 4.01 Construction drawings have been prepared for this project. Provided drawings may not be reflective of all existing conditions. Should disagreements between the drawings, specifications and/or general conditions or existing field conditions be uncovered, said disagreements shall be promptly brought to the attention of the Authority.
 - 4.01.01 Construction Drawings Signed & Sealed KCA Railroad Track Removal Roadway Plans with component SAPM and Signalization Plans
- 4.02 Drawings, Diagrams, Reports and Photographs are provided for reference of existing conditions as illustrative and not inclusive of all existing conditions and not intended to limit or take the place of an examination of existing conditions by the successful bidder.
 - 4.02.01 Drawings
 - 4.02.01. None

4.02.02 Diagrams of Existing Conditions

4.02.02 None

4.02.03 Inspection Reports

4.02.03 None

4.02.04 Photographs

4.02.04 None

4.03 Specifications Package

4.03.01 Specifications Package - Signed & Sealed KCA Railroad

Track Removal Specifications

5. PRODUCTS

5.01 None

6. EXECUTION

6.01 Work Sequence: **All** contract work shall be completed within 180 calendar days of Contract Day One as established in the Notice to Proceed. Work to be performed as per the Temporary Traffic Control Plan in the project plans. Application of the permanent thermoplastic striping to be applied at the conclusion of a thirty (30) calendar day asphalt curing period.

7. MEASUREMENT AND PAYMENT

7.01 This is a Lump Sum Project. It is the Contractor's responsibility to determine all quantities for which the bid will be based on.

EXHIBIT B

BID PROPOSAL FORM

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

Date: _____

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA)

Attention: Procurement Department
1104 East Twiggs Street, Suite 300
Tampa, FL 33602

Subject: ITB O-0723; THEA RR Track Removal Parallel to Meridian Ave. from Cumberland Ave to Twiggs St

Dear THEA:

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

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

TOTAL LUMP SUM PRICE: \$ _____

WRITTEN AMOUNT:

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

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

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

Name of Bidder

Authorized Signature

Date

EXHIBIT C

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

1. This sworn statement is submitted by _____ as
_____ of
_____ whose business address is
_____ and (if applicable) its Federal
Employer Identification Number (FEIN) is _____.

2. I understand that a “public entity crime” as defined in Section 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 in Florida or with an agency or political subdivision of any other state or with 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 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 adjudication 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 “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. 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 an 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 a 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, or which otherwise transacts or applies to transact business with 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. 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

EXHIBIT C

_____, the entity, nor any affiliate of the entity have been convicted of a public entity crime subsequent to July 1, 1989.

By

Date

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who produced a _____ as identification and who did take an oath.

Notary Public

My commission expires:

EXHIBIT D

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Status 287.087 hereby certifies that
_____ does:

Name of Business

1. Publish a statement of notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of, or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies with the above requirements.

Firm's Signature

Date

EXHIBIT E

CONFLICT OF INTEREST AND AFFIRMATION STATEMENT

Check one of the boxes below:

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

OR

- The undersigned bidder, 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.

By signing this document, the bidder affirms the following:

THEA requires that the bidder affirm that they have not contacted, or attempted to contact, any member of the Board of Directors, or THEA staff, except as expressly permitted in the ITB.

THEA requires that the successful bidder will not discriminate under the agreement against any person in accordance with federal, state, and local government's regulations. THEA requires the bidder selected to affirm that their retention shall not result in a conflict of interests with respect to THEA.

The bidder affirms that they are in good standing with and authorized to do business in the State of Florida. Furthermore, it is the responsibility of the bidder to confirm that all of its subcontractors are also in good standing and authorized to do business in the State of Florida as may be required pursuant to §607.1501, §605.0902, and §605.0905 Florida Statutes.

If a bidder is not required to register pursuant to Florida Statutes, the successful bidder shall be able to submit the proper documentation demonstrating non-applicability of the statute.

BIDDER:

By: _____
Authorized Signature

Printed Name of Signer

Title of Signer

Date: _____

EXHIBIT F

EXPERIENCE AND REFERENCES

3.0 Experience:

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

a. Total Dollar value _____

b. Number of Contracts _____

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

a. Dollar Value _____

b. Number of government projects _____

3.1 Provide the following information on at least three projects that Bidder has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project. Complete a new questionnaire for each representative project.

EXHIBIT F

3.2.1 Project Title: _____

- 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 Project completed on time? _____
- r. Was Project completed within budget? _____
• If not, explain: _____
- s. Penalties imposed? (Yes or No; if Yes, explain) _____
- t. Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): _____

- u. 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. _____

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

- w. Any other pertinent information? _____

[Use additional sheets as necessary]

EXHIBIT F

3.2.2 Project Title: _____

- 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 Project completed on time? _____
- r. Was Project completed within budget? _____
 - a. If not, explain: _____
- s. Penalties imposed? (Yes or No; if Yes, explain) _____

- t. Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): _____

- u. 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. _____

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

- w. Any other pertinent information? _____

[Use additional sheets as necessary]

EXHIBIT F

3.2.3 Project Title: _____

- 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 Project completed on time? _____
- r. Was Project completed within budget? _____
 - a. If not, explain: _____
- s. Penalties imposed? (Yes or No; if Yes, explain) _____

- t. Any liens, claims, or lawsuits? (Yes or No, if Yes, explain): _____

- u. 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. _____

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

- w. Any other pertinent information? _____

[Use additional sheets as necessary]

EXHIBIT G

INSURANCE REQUIREMENTS, COVERAGES and LIMITS for **Tampa-Hillsborough County Expressway Authority**

Consultants, Contractors and Vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway Authority, "THEA" are required to maintain adequate insurance coverage 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 insureds 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 Insureds" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide the 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 coverage may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this AGREEMENT.
- 9) INSURED authorizes the THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At the 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.

EXHIBIT G

- 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) days 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 County 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 the THEA'S sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of 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 the THEA'S review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverage is obtained with retroactive coverage applicable as of the date the INSURED services started under this AGREEMENT.

EXHIBIT G

- 20) All insurance minimum coverage limits extend to any subcontractor and the Prime INSURED is responsible for all subcontractors.

B. INSURANCE COVERAGES and LIMITS:

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

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

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

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

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

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

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

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

EXHIBIT G

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:

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

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

- 6) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the ITB Instructions and Submittal Documents package.

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

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

[END OF INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]