



Addendum 1: 7/29/24

Request for Proposals:
ASSET LANDSCAPE MAINTENANCE
SERVICES

THEA PROJECT No. O-1024

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

Notice: This document is constructed in four (4) sections. Section A contains the general information and general conditions the respondents need to prepare an Expanded Letters of Response (ELOR) package. Section B contains service-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 package for general information and reference.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
PROJECT NO. O-1024
Asset Landscape Maintenance Services

The Tampa-Hillsborough County Expressway Authority (THEA) is soliciting responses from qualified respondents interested in providing all the labor equipment, materials, tools, transportation, supplies, insurance, incidentals, maintenance of traffic, mobilization and demobilization necessary to perform landscape, hardscape, and aesthetic lighting maintenance services (the "Services") for THEA facilities known as the Brandon Parkway & Feeder Roads, and Meridian Avenue Gateways, the Transportation Management Center (TMC), Selmon West Extension, Greenway Pocket Parks, and the Kotfila Dog Park (collectively, the "Service Areas"). The Services area for Brandon Parkway & Feeder Roads Gateway is located in Brandon, Hillsborough County, Florida. The other service areas are located in Tampa, in Hillsborough County, Florida.

In its sole and absolute discretion, THEA intends to award a contract to the responsive and responsible proposer determined to be the best qualified to perform the services.

Interested respondents 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 in Section C, Required Forms. Respondents failing to submit the Required 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 must be made in accordance with the instructions and requirements as contained within this advertisements' corresponding sections.

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 selection will be Expanded Letters of Response (ELOR) and price proposals. 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 in its sole and absolute discretion.

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 provide these Services) 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 and absolute discretion.

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, Service Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package.

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 respondent and will commence contract negotiations with the top ranked respondent. If a satisfactory agreement cannot be negotiated with the top ranked respondent, then negotiations would begin with the next highest ranked respondent if so recommended by the evaluation committee.

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
June 17, 2024, by 5:00 PM	Advertisement published	THEA Website & Demandstar
July 9, 2024, @ 9:00 AM	Mandatory pre-proposal meeting – In Person	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
July 15, 2024, by 9:00 AM	Deadline for respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
July 24, 2024, by 5:00 PM	Deadline for THEA to respond to respondent's questions	THEA Website & Demandstar
July 31, 2024, by 9:00 AM	Deadline for submitting Expanded Letters of Response (ELOR) package	Email to Procurement@tampa-xway.com
August 13, 2024, by 12:00 PM	Evaluation committee submits final scores to THEA procurement office	Email to Procurement@tampa-xway.com
August 14, 2024, by 9:00 AM	Deadline for price proposals to be submitted to THEA procurement	Email to Procurement@tampa-xway.com
August 14, 2024, @ 1:15 PM	Evaluation committee meets to confirm final scores, opening of price proposal and final ranking of respondents	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602
August 19, 2024, by 5:00 PM	Posting of notice of intended final ranking	THEA Website & Demandstar
August 26, 2024, @ 1:30 PM	Board approval of final ranking and award of contract	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
August 27, 2024, by 5:00 PM	Posting of final ranking	THEA Website & Demandstar

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to paragraph 1.4 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 advertisements for solicitations are issued electronically via the THEA Website

(<https://www.tampa-xway.com/procurement/#>) and DemandStar's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 /www.demandstar.com)

Obtaining solicitation documents 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 SOLICITATION FROM SOURCES OTHER THAN DEMANDSTAR OR THE THEA WEBSITE ARE CAUTIONED THE SOLICITATIONPROCUREMENT DOCUMENTS MAY BE INCOMPLETE.

ATTACHMENTS, EXHIBITS, 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.

1.8 QUESTIONS ABOUT THE ADVERTISEMENT OR THE SERVICES:

All requests for interpretation, clarification or questions about the procurement process or the services **must be in writing**, addressed to THEA, Procurement Office 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 advertisement process or the Services.

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 solicitation.

Respondents are required to acknowledge receipt of any such addendum issued for this **solicitation**. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 7**.

All Letters of Clarification and Addendums so issued shall become part of the contract documents.

1.9 COMMUNICATIONS/CONE OF SILENCE:

Respondents to this solicitation 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 Consultants or Contractors representing THEA with this solicitations and Service once the advertisement has been published and until the THEA Board of Directors has made a final decision regarding the award of the contract.

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

Violation of this provision shall be 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 unresponsive 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 and absolute discretion.

THEA reserves the right to reject, at its sole and absolute 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 the solicitation. THEA also reserves the right to reject all ELOR Packages to the solicitation, in its sole and absolute discretion.

THEA reserves the right to reject any or all ELOR Packages as not responsible or non-responsive; to re-advertise for these Services; 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 respondent.

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 solicitation.

1.14 MANDATORY PRE-PROPOSAL MEETING:

Attendance at the Pre-Proposal Meeting is mandatory. Any Proposer failing to attend may be deemed non-responsive and eliminated from further consideration, at the discretion of THEA. The purpose of the Pre-Proposal Meeting is to provide a forum for THEA to discuss with all respondents the proposed Services, method of compensation, and instructions for submitting proposals. In the event that any discussions at the Pre-Proposal Meeting require official additions, deletions, or clarifications of the Request for Proposal, THEA will issue a written addendum to the advertisement as THEA determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting will be binding on THEA. Respondents shall direct all questions to THEA's Procurement Office, Shannon Bush, Contracts and Procurement Manager:

Procurement@tampa-xway.com

1.15 COST OF PREPARATION:

The cost of preparing an ELOR Package and Price Proposal for this advertisement shall be borne entirely by the respondent.

1.16 DELIVERY OF ELOR PACKAGE:

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 Paragraph 1.4, Schedule of Events.

The delivery of the 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.

1.17 OPENING OF ELOR 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. The Procurement Office will conduct examinations of ELOR Packages for responsiveness to requirements of the RFP as listed in Section A and B. Those determined to be non-responsive and not responsible will be automatically rejected. Responsive packages will be delivered to the Evaluation Committee to be evaluated.

1.18 ELOR EVALUATION (80 Points Maximum):

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 respondents.

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all ELOR Packages 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 date, time and at the location stated for **Evaluation committee meets to confirm final scores, opening of Price Proposal and final ranking of respondents** 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 respondents are as follows:

	<u>ELOR PACKAGE EVALUATION CRITERIA</u>	<u>Maximum Points</u>
1.	<u>Qualifications and Experience of the Respondent (Respondent/Team):</u> Evaluation based on respondent's qualifications of respondent, history, size, experience, references, resources available, locations of respondent resources, etc.	20
2.	<u>Qualifications and Experience of Key Personnel:</u> Evaluation (credentials/expertise/experience) of project manager and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the Scope of Work and staff who will be directly assigned to perform on this Service.	20
3.	<u>Past Performance:</u> <ul style="list-style-type: none"> • Consideration of past performance and reference checks • Evaluation of possible conflicts of interest, as well as, litigation resulting from any claim(s) of negligence (errors and/or omissions). • Ability to demonstrate meeting and adhering to service schedules and budgets. 	20
4.	<u>Unique Concept & Savings:</u> Unique approach, concepts & savings presented by the respondent.	20
Total		80

Respondents must attain an average score of fifty-five (55) points or higher on the ELOR Package to be considered responsive. Should a respondent receive fewer than fifty-five (55) points for their average ELOR Package score, the respondent's Price Proposal will not be

opened.

The 80 total points are for scoring of the ELOR Packages only and will be combined with the Price Proposal in Section 1.18.

After ranking of the respondents by the Evaluation Committee, the Price Proposals will be opened.

1.19 PRICE PROPOSALS (20 Points Maximum):

The Procurement Office will open Price Proposals in accordance with Section A, Paragraph 1.4, Schedule of Events. **A copy of the required Price Proposal Form is contained in Section C as Form 8.** The Procurement Office will review the Price Proposals and prepare a summary of its price evaluation. The Procurement Office will assign points based on the formula for price proposal points identified herein.

Price proposal scoring is the process of examining a prospective price without evaluation of the separate cost elements and proposed profit of the potential provider. Price analysis is conducted through the comparison of price quotations submitted.

The criteria for price proposal scoring shall be based upon the following formula:

$(\text{Lowest Price Proposal of all Proposals} / \text{Proposer's Price}) \times \text{Maximum Price Points (20 points)} = \text{Proposer's Price Proposal Points}$

1.20 FINAL SELECTION:

The Authority shall publicly open the sealed Price Proposals and calculate an adjusted score using the following formula:

$\text{ELOR Package Score} + \text{Price Proposal Score} = \text{Final Score}$

The scoring of respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval with a recommendation that the highest-scored respondent 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 of Directors 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 of Directors, 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 of Directors, 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 of Directors, THEA will begin negotiations with the top ranked respondent. Should THEA be unable to negotiate a contract with the top ranked respondent 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 respondent until a satisfactory contract is achieved if recommended by the Executive Director. 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 respondent have negotiated a satisfactory agreement THEA may then enter into a contract with the selected respondent.

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:

Qualified respondents that can provide all the labor equipment, materials, tools, transportation, supplies, insurance, incidentals, maintenance of traffic, mobilization, and demobilization necessary to perform landscape, hardscape, and aesthetic lighting maintenance services on local and limited access roadways, trail facilities, pocket parks and dog parks. Respondents shall have experience working for toll agencies, state and local government agencies.

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 ELOR Package.

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

After the award of the resulting contract from this solicitation, in the event, that 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 these Services.

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 a minimum of five (5) years of prior experience in performing and/or administering similar types of work as these Services who will be 100% responsible for oversight and management of Services.

The "Project Manager" shall be the single point of contact as liaison with THEA during the procurement process and during the performance of the project. THEA desires that the Project Manager be located in the Tampa Bay area and be able to respond to requests and/or meetings in a timely manner.

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 Respondent'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.

2.5 CONTRACT:

The selected respondent shall enter a contract with THEA for these Services with the terms and conditions as specified within this advertisement's Instructions and Submittal Document.

2.6 CONTRACT DURATION:

The contract duration will be three (3) years with two (2) optional one (1) year renewals.

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 of Directors, 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 Services. 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, consultant, 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 these Services 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 Surety Bid Bond is required for this advertisement in the amount of 5% of the bid price proposal. The Surety Bid Bond is to be submitted with the price proposal per the instructions of Section A, Paragraph 1.4, Schedule of Events

2.17 PAYMENT AND PERFORMANCE BOND:

A Payment and Performance Bond is required for this solicitation in the amount of 100% of the price proposal. However, THEA may choose, in its discretion and applicable only to multiyear maintenance contracts, to allow for incremental annual contract bonds that cumulatively total the full, awarded, multiyear contract price. The required Payment and Performance Bonds will be required of the highest ranked respondent, after the Board of Directors' approval of Final Ranking and Award of Contract.

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, Iran Terrorism Sectors List, Boycott Israel 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, Iran Terrorism Sectors List, Boycott Israel 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, Iran Terrorism Sectors List, Boycott Israel List 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 is found to have submitted a false statement or if respondent/ 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*, Iran Terrorism Sectors List, Boycott Israel List 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 respondent entering a contract for this solicitation 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 respondent 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 respondent 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 advertisement documents for the procurement of services must file a Notice of Intent to Protest accompanied by a Protest Bond in the amount of 1% of the lowest bid or \$5,000 whichever is greater, or for such amount as set forth in this advertisement documents within 72 hours of THEA's publication of the procurement 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 procurement 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 1% of the lowest bid or \$5,000 whichever is greater, or for such amount as shall be set forth in this procurement 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 procurement 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 ELOR Package, a checklist is included for respondent's use.

The **RESPONDENT'S Expanded Letter of Response (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 7**.

2.23 RESTRICTION ON RESPONDENTS ELIGIBILITY TO COMPETE FOR THIS SERVICE

A respondent's firm, its affiliate, or sub-consultant that is under contract with THEA for the development of this procurement cannot be part of a respondent's team proposing to this solicitation.

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

SECTION B

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

1.1 **DESCRIPTION OF SERVICE:**

The Scope of Services describes and defines the Asset Landscape Maintenance Services, which are required and 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 these Services.

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 ELOR Package 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 to 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 ELOR Packages 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 the respondent's ELOR Packages 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, and Forms. The ELOR shall contain the following:

a) Minimum Requirements:

- State the THEA Project Name and Number;
- Name of respondent;
- Respondent address;
- Respondent 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 Services);
- 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 similar services;
- A brief statement of interest;
- A brief statement of qualifications and experience of respondent firm/team, including history, size, references, resources available, locations of respondent resources, etc.
- Statement confirming respondent’s ability to meet the requirements of this advertisement.
- Statement confirming respondent and its Project Manager and other key individuals providing the services meets the minimum qualifications and minimum requirements of this RFP, including those that are specifically licensed or certified to perform and/or oversee the Work and the staff who will be directly assigned to perform on this service.

b) Past Performance:

Respondent’s past performance and references for relative to performing similar services as required for this Service, including respondent’s potential conflicts of interest, as well as, litigation resulting from any claim(s) of negligence (errors and/or omissions). Respondent shall document past performance demonstrating ability to meet and adhere to service schedules and budgets.

Respondent must provide the owner’s name, title, phone number and email address for references listed for past performance.

c) Respondent’s Understanding of the Scope

Respondents detailed approach to providing the required Services and willingness and ability to meet and adhere to schedules and budgets as well as any unique concepts and savings.

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 respondent 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 (1) 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 ELOR Package Review Checklist**
- **Form 8 – Price Proposal Form**

[END OF SECTION B – SERVICE 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 ELOR Package Review Checklist
- FORM 8: Price Proposal Form**

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: _____
(RESPONDENT, 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 Service, 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 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)

Respondent 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 Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and Service.

OR

- The undersigned Respondent, 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 Service.

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 Service:

1.3 Business Organization:

a) Number of years your respondent (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 Service requires that **Prime Contractor:**

- a. Have previous experience with similar services 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 Services your organization has completed in the past 5 years:

a. Dollar Value _____

b. Number of government services _____

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

3.2.1 **Service # 1:**

a. Date Service Completed: _____

b. Service Name: _____

c. Owner Name: _____

d. Owner Address: _____

e. Owner Telephone: _____

f. Name of Reference for this Service: _____

g. Relationship of Reference to Owner: _____

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

i. Respondent name where Reference was employed for this service: _____

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 Service completed on time? _____

r. Was the Service completed within budget? _____

s. If not, explain: _____

t. Penalties imposed? (Yes or No; if Yes explain) _____

- u. Any liens, claims, or lawsuits? (Yes or 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 service:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.2 Service # 2:

- a. Date Service Completed: _____
- b. Service Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Service: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Service: _____
- i. Respondent name where Reference was employed for this service: _____

- 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 Service completed on time? _____
- r. Was the Service 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 service:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.3 Service # 3:

- a. Date Service Completed: _____
- b. Service Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Service: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Service: _____
- i. Respondent name where Reference was employed for this service: _____

- 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 Service completed on time? _____
- r. Was the Service 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 service:

- 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 Service 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, Iran Terrorism Sectors List, Boycott Israel 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, Iran Terrorism Sectors List, Boycott Israel 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 advertisement?

Yes

No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this advertisement 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 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 ELOR Package Review Checklist Form 8 – Price Proposal Form

By submitting this response, we accept and acknowledge that we can comply with all terms and conditions set forth in the ELOR Package 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 ELOR PACKAGE REVIEW CHECKLIST]

Price Proposal Form

Project: _____

Project Number: _____

Having carefully examining the Asset Landscape Maintenance Services RFP, required forms, exhibits and references of the above project, as well as the premises and the conditions affecting the work, the undersigned proposed 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 the prices presented in the price schedules included in this Price Proposal Form.

<u>WORK YEARS</u>	<u>UNIT</u>	<u>PRICE</u>
Year 1	Lump Sum (LS)	\$ _____
Year 2	Lump Sum (LS)	\$ _____
Year 3	Lump Sum (LS)	\$ _____
Total: \$ _____		

<u>OPTIONAL WORK YEARS</u>	<u>UNIT</u>	<u>PRICE</u>
Optional Year 4	Lump Sum (LS)	\$ _____
Optional Year 5	Lump Sum (LS)	\$ _____
Total: \$ _____		

The total lump sum bid price for the five years of the total contract \$ _____, comprised of the above elements.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date)

SECTION D

Attachments, Exhibits and/or References not attached hereto will be supplied upon request and shared via a OneDrive File Share. Please contact the Procurement Office at procurement@tampaxway.com to request your link.

EXHIBITS

1. Scope of Services
2. Insurance Requirements, Coverages and Limits
3. EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN DISTRIBUTION FORM

REFERENCES

- A. Maintenance Schedule
- B. 439023-1_O-17-00217-RD_Landscape_Plans_ForReview_As_Built
- C. Landscape Limits 01292024
- D. LandscapeMap02262024
- E. Meridian Ave and Brandon Parkway Landscape Limits
- F. Meridian Urban Design & Landscape Plans
- G. Selmon Greenway Pocket Park 1A
- H. Selmon Greenway Pocket Park 1B
- I. Selmon Greenway Pocket Park 2
- J. Selmon Greenway Pocket Park 3

SCOPE OF SERVICES

1. SCOPE OF SERVICES

- 1.1 Description of Work The overall purpose of the Services is to provide all the labor, equipment, materials, tools, transportation, supplies, insurance, incidentals, maintenance of traffic, mobilization and demobilization necessary to **perform landscape, hardscape and trail lighting maintenance services for THEA facilities known as the Brandon Parkway and Meridian Avenue Gateways, Selmon West Extension, Morgan St. Exit Ramp, Greenway Pocket Parks, Koffila Dog Park and the Transportation Management Center (TMC)**, (collectively The Services area for the Brandon Parkway Gateway is located in Brandon, Hillsborough County, Florida. The Services areas for the Meridian Avenue Gateway, Selmon West Extension, Morgan St. Exit, Greenway Pocket Parks and the TMC are located in Tampa, Hillsborough County, Florida.
- 1.1.1 Plants. The Work specified herein consists of maintaining plant material by pruning, fertilizing, cultivation, and mowing, weeding, edging, and appropriate application of pesticide and/or fungicide as required for healthy growth. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Spray plant material with pesticide and/or fungicide as required to keep free of insects and disease.
- 1.1.2 Flower Beds. Replace flowering annuals at TMC, along Meridian Ave. median noses and at the Lee Roy Selmon Park up to 6 times per year with seasonal annuals. Plant selection will be submitted to THEA for prior approval.
- 1.1.3 Turf. Maintaining vegetative (turf) areas by watering, fertilizing, weeding, mowing, trimming, appropriate application of pesticides and/or fungicide, and other operations such as rolling, re-grading and re-planting as required to establish smooth, acceptable turf areas, free of eroded or bare areas.
- 1.1.4 Shrubs. Maintaining shrubs, plants and trees by watering, fertilizing and application of appropriate pesticide and/or fungicide, and other activities that may include the replacement of dead or diseased shrubs, plants and trees.
- 1.1.5 Hardscape Elements. Maintaining of all hardscape elements, including but not limited to benches, signs, clock tower, signing, irrigation equipment, landscape and pedestrian lighting, walls, metal work, handrails, bike racks, trash cans, dog waste stations, water features and associated equipment. This maintenance will consist of keeping turf areas and trash cans free of debris, damage, vandalism, correcting excessive wear and tear and maintaining a general clean appearance of all hardscape elements.

Both Meridian Avenue and Brandon Parkway are equipped with Dog-i-Pot stations. The contractor, as part of this contract, will be responsible for the maintenance and upkeep of these stations. The purchase of the bags and restocking will be the responsibility of THEA. Should additional stations be installed along these corridors, maintenance will be assumed by the contractor at no additional cost. The brick pavers on the east side of Meridian Ave are included in this contract. The walking surface of these bricks should be kept clean and present no areas of potential tripping hazard.

- 1.1.6 THEA Building and Grounds. Maintaining the exterior building grounds, planting beds, parking lot of the Traffic Management Center (TMC) building, back lot and warehouse facilities. This work also includes exterior landscape lighting, irrigation systems, trash collection/disposal and parking lot sweeping.
- 1.1.7 Dog Park. Maintain all elements of the dog park including but not limited to, benches, tables, signs, irrigation systems and associated equipment, landscape and other lighting, walls, metal work, fences, bike racks, trashcans, dog waste stations, water fountains, dog turf, and associated equipment.
- 1.2 Controls / Inspection

When inspected landscape work does not comply with requirements, contractor shall replace rejected work and continue specified maintenance until re-inspected by the designated THEA representative and found to be acceptable. Contractor shall remove rejected plants and materials promptly from the Services Site for disposal.

1.3 Limits of Work

The Service Limits of Work shall include all areas within the Right-of-Way (ROW). The areas covered under this Scope of Serviss are:

- a) Meridian Avenue from Channelside Drive to Twiggs Street.
- b) Brandon Parkway from Gornto Lake Road to Lumsden Road;
- c) Lakewood Drive approximately four hundred (400) feet south of Brandon Parkway to Brandon Blvd.
- d) Brandon Main Street a/k/a Providence to Lakewood Connector.
- e) Drive Connector.
- f) TMC building at the Northeast corner of Twiggs Street and Meridian Avenue, including the adjacent warehouse and parking lot facilities.
- g) Kotfila Dog Park on Raymond Ave.
- h) Brandon Parkway Ponds, includes Pond 3, Pond 4, Pond 5, Pond 6, Pond 7, Pond 8, Pond 8A, and Pond 9.
- i) Meridian Avenue Ponds includes Pond 1 and Pond 2.
- j) Meridian Avenue includes brick pavers on east side of Meridian Avenue.
- k) Included in these limits of work, is the east bound Morgan Street off ramp from the Selmon Expressway. The landscaping from the apex of the gore area that splits Morgan Street and Florida Avenue to the bottom of the ramp that intersects Channelside Drive and Morgan Street that lies in the THEA Right of Way is part of this Contract.
- l) Selmon Greenway Pocket Parks includes but is not limited to: Jefferson Street Park, Education Park/School Board park, East Brorien Street/ Lee Roy Selmon park and South Morgan Street Parks (2), Franklin Street park with vegetation management, landscape maintenance, hardscape elements, irrigation systems, artwork and decorative signs
- m) Selmon West Extension vegetation management, landscape maintenance, irrigation systems.

1.4 Vegetation Management

All vegetation management areas are considered urban facilities. There are areas within the Services areas having steep slopes and limited access with the large mowing or pruning equipment. The

contractor shall determine the necessary equipment size to access any areas to perform the work including any equipment necessary for the required hand trimming. This work includes the means necessary to remove and to prevent the growth of grasses and weeds in sidewalks and other landscaped areas.

1.5 Landscaped Areas

Landscaped areas to be maintained are listed in Section 1.3 Limits of Work. Future landscape areas installed by THEA shall become the responsibility of the contractor to maintain. Additional areas will be added by change order to the contract.

1.6 Hardscape Elements

Throughout the Service areas are hardscape elements the contractor shall be responsible for maintaining the hardscape elements, which include but are not limited to the following:

- a) Clocks and clock tower; painted annually.
- b) Decorative water fountains and pumps at Lumsden Pond area and hardscape features; painted annually.
- c) People wall art feature shall be pressure washed annually and polished as needed.
- d) Irrigation systems, including wells, pumps, monitoring system, and electrical power service.
- e) Railings and fences (includes cable handrail fence at Pond 6 overlook at Lakewood Plaza, Pond 7 fencing and the steel pedestrian bridge rail);
- f) Pedestrian benches and tables.
- g) Artificial dog turf.
- h) Bike racks.
- i) Trash cans (weekly trash removal required);
- j) Artwork and decorative signs (general cleaning and maintaining good visual appearance);
- k) Pedestrian bridges and overlooks.
- l) Trail and park signs.
- m) Retaining walls, handrails and hardscape structures.
- n) Graffiti and debris removal.
- o) Trail lighting including replacement poles, pedestrian lights and landscape lights (Brandon Parkway, Meridian Avenue, Pocket Parks, TMC).
- p) Aesthetic gateway signs.
- q) Trail bollards.

1.7 Illuminations

The contractor shall maintain all aesthetic pedestrian, trail, and landscape up-lighting in original working order. THEA will pay utility costs for all illumination.

1.8 Lane Closures

No lane closures will be allowed within the work area weekdays from 5:00 AM to 9:00 AM and from 3:30 PM to 7:30 PM, unless approved in writing by the designated THEA representative a minimum of three (3) business days (no holidays) in advance. A Maintenance of Traffic (MOT) plan will be required in advance of lane closure for THEA review and approval.

The contractor shall contact THEA within one-quarter (1/4) hour regarding all emergency lane closures. THEA shall be given the cause and duration of all emergency lane closures.

1.9 Trail Signs

Any trail signs shall be replaced in accordance with the current THEA standards if damaged or missing. The standards and original construction as-built plans are available upon request.

2. SPECIFICATIONS

2.1 Description

These specifications shall govern for the performance of the Work for all portions of the service operated by THEA, including without limitation all the existing appurtenances and future additions to the service areas. Failure to comply with these specifications and provisions may result in penalties being assessed to the Contract. The penalties are more fully described herein at Section 2.10, Performance Requirements.

2.2 Standards

Unless otherwise approved by THEA, work performed and materials used in the performance of the work shall, at a minimum, conform to the latest version of all Florida Department of Transportation (FDOT) manuals, standards, specifications, statewide special specifications, policies and procedures and addenda. These include, but are not limited to the following:

- a) A Guide to Turf Management;
- b) A Guide to Roadside Mowing;
- c) Chemical Weed and Grass Control;
- d) Wildflowers in Florida;
- e) Florida Highway Landscape Guide;
- f) Routine Maintenance Cost Handbook.

To the extent this specification or any other provision of the contract establishes a more demanding standard or obligation than the applicable FDOT standard, the contractor shall comply with the former.

2.3 Coordination

In performing work under this contract, the contractor shall ensure proper coordination exists with other contractors, cities, counties, state and local law enforcement, utilities, fire departments, and other state and federal agencies.

2.4 Reporting

The contractor shall furnish by the end of each month a report that explains and quantifies what manpower (by people and man-hours), materials (quantities and types used), and equipment (quantities and types used) that were necessary during the month to maintain the Service. The contractor will furnish all manpower, materials, and equipment necessary to complete the Work. The contractor shall furnish to THEA documentation indicating compliance with THEA specifications unless otherwise approved by THEA. The contractor will submit an electronic document, the form of which will be mutually agreed upon by both THEA and the contractor, for this reporting. The contractor shall report to THEA monthly the following information:

Work Accomplished- The contractor shall completely and fully report to THEA all work accomplished and all unit costs in a format acceptable to THEA. This information shall be sent monthly to THEA, or as otherwise approved by THEA. The report shall use THEA's Activity Codes to categorize the work accomplished. In addition to any other information required by THEA, the report will show, by reference marker, the following:

- a) Date(s) of the work;
- b) Beginning and ending reference points;
- c) Activity Codes utilized;
- d) Quantity of work and unit cost using the units of measurement by Activity Code;
- e) Manpower (people and man-hours);
- f) Materials (quantities and types used);
- g) Equipment (quantities and types used).

2.4.1 Condition Assessments- The contractor shall perform monthly condition assessments of all elements of the Services and report by the 15th of each month. In addition, the contractor shall schedule and perform inspections (including night inspections) in accordance with the Maintenance Schedule, attached hereto and included herein as Reference "A" and report in writing, findings and proposed repair schedules to THEA, within one (1) month of inspection. All reports shall contain such information as required by THEA and shall be in an electronic format acceptable to THEA.

2.4.2 Complaints/Service Requests- THEA will process, administrate and manage all maintenance- related complaints and service requests. The contractor's role shall be to complete the work associated with the complaint or service request at the direction of THEA and in accordance with the standards and time limits set forth in this specification. If the contractor receives any complaints or service requests directly, then it shall report daily, in a format approved by THEA, information on any complaints or service requests received from the public or THEA. These reports shall contain all information required by THEA and will include, at a minimum, the following:

- a) Date and time of the complaint;
- b) Location of the problem;
- c) Nature of the complaint;
- d) Who made the complaint, documenting the complainant's contact information;
- e) Date and action taken to address the complaint;
- f) Follow-up contact results with complainant.

2.4.3 Accidents/Incidents- The contractor shall report no later than the 15th of each month, in a format approved by THEA, information from the previous month on any accident or incident related to work being performed by the contractor, accident or incidents where the contractor is called to perform traffic control, cleanup or damage repair, or accidents or incidents within a work zone including, but not limited to:

- a) Accidents involving any contractor or subcontractors personnel, equipment, barricades or tools;
- b) Traffic accidents within the limits or in the vicinity of any work being performed by the contractor or their subcontractors;
- c) Any accident involving the contractor or the traveling public that causes damage to an appurtenance or fixture on the right of way.

The contractor shall immediately report to the Florida Department of Public Safety (DPS) and within one hour to THEA any traffic accidents involving or otherwise observed by the contractor's personnel.

Additionally, with respect to any and all accidents described above, the contractor shall prepare an accident report and obtain the associated law enforcement accident reports and submit both to THEA within forty-eight (48) hours of the incident. The contractor's report shall contain all information required by THEA, and shall include at a minimum:

- a) Date and time of the accident/incident;
- b) Location of the problem;
- c) Facts regarding the incident;
- d) All parties involved in the incident, including name, address, telephone number and their involvement (including witnesses);
- e) Responsible party and insurance information;
- f) Documentation of traffic control in place at location;
- g) Law enforcement accident report.

In addition, the contractor shall report to THEA within a one-quarter (1/4) hour in a format acceptable to THEA:

- a) Accidents/incidents causing fatalities, serious or numerous injuries or significant property damage resulting from fire, explosion or the release of hazardous materials which necessitates the evacuation of the immediate area, and the closing of roads or streets;
- b) Accidents involving a school bus;
- c) Incidents that cause the roadways to be closed for more than twenty- four (24) hours, except for closures approved by THEA (for maintenance, construction, etc.) where the public has been notified in advance via newspaper, radio or television announcements;
- d) Incidents that cause major damage to roadway facilities;
- e) Bridge failures or closures;
- f) Chain reaction accidents involving more than ten vehicles, regardless of the number of fatalities, injuries or length of time the Parkway is closed;
- g) Other incidents or occasions as mandated by THEA;
- h) Accidents by others during the weekend or after hours are not applicable, but should be reported within (1/4) hour if discovered at the beginning of a workday.

2.4.4 Agreements The contractor shall not enter into any agreement associated with the work on this contract without the prior written consent by THEA.

2.5 Illumination

The contractor shall provide maintenance (excluding utility costs) of various illumination components as outlined herein at Section 1.7, Illuminations including trail lighting, landscape lighting, fountain lighting, pond lighting within the service area. During the term of this contract, should new illuminations be installed by THEA, the contractor shall be responsible for its maintenance (excluding utility costs) for no additional compensation.

2.6 Equipment

The contractor shall be responsible for furnishing all equipment, tools and machinery necessary for the proper execution of the work.

2.7 General Maintenance Requirements

It is the responsibility of the contractor to perform all work required to maintain the Service areas. This includes all preventative or minor maintenance and repair required to ensure the Service areas are kept in their designed, constructed and/or updated condition.

- 2.7.1 Preventative Maintenance: Preventative maintenance includes any activity to maintain an existing condition or to prevent deterioration.
- 2.7.2 Minor Maintenance and Repair: Minor repairs include any activity intended to correct the effects of minor material deterioration by restoring the damage. Minor repairs include any repairs to elements that are structurally sound but may have minor deterioration, fading, damaged by vandalism, cracking, etc. Minor repairs are un-anticipated routine maintenance. Generally minor repairs will be considered individual services or events costing less than \$5000.
- 2.7.3 Non-Routine Maintenance: The Contractor is not required to perform non-routine maintenance. Non-routine maintenance is defined as major repairs and rehabilitation services or events costing more than \$5,000. Rehabilitation is improvement or betterment of a facility which meets or exceeds current design standards.

2.8 Items Excluded from the Contract

The Contractor will not be responsible for maintaining or acquiring the following items:

- a) Traffic management devices (such as cameras, Automatic Vehicle Identification readers/antennae, amplifier cabinets, detectors including acoustic, Vehicle Imaging/Vehicle Detection, microwave, etc.);
- b) Agreements, such as utility permits, driveway permits, Multiple Use Agreements, construction and maintenance agreements, and other similar type agreements;
- c) Trailblazer signing not within one mile of the Service Area;
- d) Roadway Signing;
- e) Roadway Lighting;
- f) Roadway Maintenance.
- g) Repair of damages to THEA's assets found within the limits of work determined to be caused by Acts of God. This includes but is not limited to storm or hurricane damage, drought, and disease.
- h) Repair of damages caused by third parties.

2.9 Lane Closures

Except for emergencies, the contractor shall submit a request for approval of lane closures to THEA not less than three (3) business days (no holidays) in advance. Dates and times when lane closures will not be allowed are as listed in Section 1.8, Lane Closures. The contractor shall keep the number of lane closures to an absolute minimum and shall keep each closure to the shortest time duration possible.

The maximum distance of lane closures shall be no more than two (2) miles and there shall be a minimum distance of two (2) miles between lane closures in the same lane. Alternating lane closures

will not be considered. No consecutive exit or entrance ramps may be closed unless expressly approved by THEA. THEA has the absolute authority to deny a lane closure request by the contractor.

2.10 Performance Requirements

Listed below are performance standards, which shall be utilized by the contractor to schedule work. The safety of the traveling public is of the utmost importance and shall take priority over any work. Damage that in the sole judgment of THEA could endanger the traveling public or cause further deterioration of the Service Area shall be addressed promptly upon notification or when the problem is observed or presented to the contractor by THEA and using the most expedient methods. The area involved must be rendered safe to protect the public. Repairs to the area must be accomplished within four (4) hours and approved by THEA. Communication with THEA is mandatory and must be accomplished within one-quarter (1/4) hour of observing the safety hazard. This may require working nights, weekends and/or holidays. The term "minimal" as used in the Section 2.2, Performance Standards means damage that does not affect the safety of the traveling public, does not cause further deterioration of the roadway, does not reduce the comfort of the traveling public, and is not unsightly.

If work is required for which a standard is not listed, THEA will establish that standard as it becomes necessary.

Each month THEA shall determine if the contractor is meeting the required standards. In addition, the contractor shall constantly monitor the condition of the Service limits. Without limiting the foregoing, a representative of the contractor shall travel every section of the Service limits at least once per week.

If, in the opinion of THEA, work is being delayed because materials are not being delivered in a timely manner, the contractor shall make every effort to find other suppliers. Items of work and timetables described in Maintenance Schedule, Reference "A" shall be adhered to. THEA may apply penalties if the schedule is not met. Penalties of \$500 per month for each item of work that has not met the prescribed Maintenance Schedule. Exceptions to the schedule may be made with prior THEA approval.

3. PERFORMANCE STANDARDS

3.1 General

Contractor shall constantly monitor the condition of the Service Area limits, and to that end, shall ensure that, at a minimum, a representative of the Contractor travels every section of the service limits at least once per week for the purpose of observing conditions requiring maintenance or repair pursuant to this contract.

Further, the contractor shall receive notification of conditions requiring maintenance from THEA, the traveling public, and other parties.

In every case in which the phrase "of discovery," "upon discovery," or "after discovery" is used in these Performance Standards, "discovery" shall be construed as the earlier of (1) the time at which the contractor observes the applicable condition, (2) the time at which the contractor should have observed the condition if it had been prudently monitoring the condition of the roadway in accordance with this contract, or two (2) hours after the contractor is notified of the condition by THEA or any other party.

For the purposes of this Contract and specifically these Performance Standards, a sign or other object shall be deemed "non-reflective" or "not reflective" if it does not reflect 60% of a new material's retro

reflectivity.

3.2 Vegetative and Landscape Maintenance

The contractor is responsible for developing and implementing a total vegetative and landscape plant bed maintenance program for this region of the country and state for the length of the contract period. Vegetative and landscape beds shall be maintained to ensure healthy plant growth in accordance with applicable regional horticultural standards.

Vegetative maintenance will begin upon start of the contract and with the utilization of the Maintenance Schedule, Reference "A".

3.2.1 Vegetative (Turf) Maintenance:

- a) Turf shall be maintained to ensure a solid, healthy stand of grass. It is the goal of THEA that the turf stand virtually free of weeds and undesirable grasses. Contractor shall devise and follow a plan to reach THEA's goal of Turf Maintenance.
- b) Turf density shall contain no more than 10% bare ground per 25 square feet;
- c) No more than 100 rooted undesirable grasses (i.e. Johnson grass, etc.) in any randomly selected acre of turf (1 plant per 20' x 20' square);
- d) All turf areas will be inspected twice annually by THEA, in April and September. All discrepancies discovered shall be repaired by the contractor prior to the next inspection.
- e) Any discrepancy and plan of activities shall be identified by mutual understanding by the contractor and THEA and a plan to correct the deficiency shall be implemented upon approval by THEA.

3.2.1.1 Minimum Turf Maintenance Expectations

The following minimum expectations are required for a solid and healthy turf stands for this region of Florida. If the minimum maintenance expectation activities do not result in a solid, healthy and/or acceptable turf stand, the contractor shall implement additional maintenance activities to bring the turf into compliance.

- a) Approximately forty (40) mow cycles per year estimated.
- b) Ten (10) special "on demand" mow cycles as requested by THEA are estimated for the contract term.
- c) Annual springtime aeration.
- d) Bi-Annual fertilizer applications.
 - i. Refer to Maintenance Schedule, Reference "A" for fertilizer specifications.
 - ii. Fertilizer ratios and application rates may be altered dependent on soil test and fertilizer recommendations.
- e) Herbicide and Fungicide treatments as needed.
 - i. When appropriate, herbicides and fungicides may be used as needed to control weeds and other diseases throughout the Services term.
 - ii. Prior to any herbicide application the contractor shall submit documentation to the designated THEA representative for approval that herbicide use, and application methods are in accordance with manufacturers specifications, all agency and jurisdiction requirements, and will be applied by qualified personnel a minimum of three (3) days prior to the planned application date.
 - iii. All fertilizer and herbicide activities shall be recorded and maintained on file

- and submitted to THEA upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.
- iv. Extreme caution shall be taken to assure that no inadvertent damage occurs to landscape materials and waterways.

3.2.1.2 Turf Mowing

- a) All turf areas shall be mowed at minimum frequencies listed in Maintenance Schedule, Reference "A".
- b) Leaf blades after mowing shall be a minimum of two and one-half inches (2 1/2") for Argentine Bahia and/or four (4") for St. Augustine varieties as applicable.
- c) The height of turf adjacent to parking lots and buildings shall be kept between two inches (2") and four inches (4") for Argentine Bahia and/or four inches (4") to six inches (6") for St. Augustine varieties.
- d) All litter shall be removed from an area prior to the commencement of mowing.
- e) Grass clippings are not permitted on paved shoulders, streets, parkways, sidewalks, riprap, curbs, etc. and shall be removed.
- f) The contractor shall not allow grass clippings to enter any drainage inlets.
- g) Excessive grass clippings remaining on the turf areas shall be removed either by raking or additional mowing to mulch the grass clippings. No visible grass clumps or clippings shall be visible from the roadway.
- h) Turf grass shall be trimmed around all fixed objects (such as signs, guard fence posts, retaining walls, expansion joints in sidewalks and curbs, etc.) according with the timetable in the Maintenance Schedule, Reference "A".
- i) Trimmed around areas shall be of identical finished height of adjoining mowed turf height. Trimming shall be accomplished within twenty-four (24) hours of turf mowing within each area.
- j) Turf grass edging along mowing curbs, vehicular curbs, sidewalks, drainage flumes, drain inlet boxes, electrical boxes and irrigation boxes shall be performed according to the Maintenance Schedule, Reference "A".
- k) Spot mowing at intersections, traffic islands, roadway medians, ramps or other areas shall be performed as needed to maintain visibility of appurtenances and sight distance.
- l) Any vegetation in trail or sidewalk joints or cracks shall be killed and removed within seven (7) days of discovery.
- m) Turf shall not be allowed to encroach along walls, into sidewalks, islands, riprap or curbs and shall be terminated and removed.
- n) Turf maintenance equipment shall not be used when the ground is sufficiently wet to produce ruts. If rutting occurs Contractor shall repair to prior condition.
- o) The contractor shall submit a mowing schedule to the designated THEA representative for approval within thirty (30) days of issuance of the Notice to Proceed if the mowing schedule varies from the Maintenance Schedule, Reference "A" The schedule shall include the sequence of mowing each of the work areas under the contract;
- p) When mowing within ten feet (10') of the roadway, the equipment shall be operated in the direction of traffic flow, unless flagmen and warning signs protect the work site. Warning signs shall be placed at least one thousand feet (1000') in advance.
- q) All warning signs shall be removed when not in use.
- r) When mowers cross the roadway, flag protection shall be provided.

3.2.1.3 Equipment

- 3.2.1.3.1 Mowing equipment
- a) Only rotary mowers with a maximum rigid frame of sixty-five inches (65") are allowed for turf grass mowing. Deck wings are acceptable. Rotary mowers larger than sixty-five inches (65") will require prior approval from the designated THEA representative.
 - b) Mower blades shall be maintained in such a manner that grass cuts are clean and sharp.
 - c) No mowing equipment exceeding five thousand pounds (5,000 lbs.) is allowed.
 - d) Tractors used in turf areas shall be limited to fifty (50) horsepower engines and five thousand pounds (5,000 lbs.) in total weight.
- 3.2.1.3.2 Trimming and edging
- a) Turf trimming shall be accomplished with nylon line trimmers.
 - b) Steel blade rotary edgers may be utilized along mow curbs, pavement edges and sidewalk; rutting will be repaired within 24 hours of occurrence.
- 3.2.1.3.3 Fertilizer, Fungicide and Herbicide Application
- a) Equipment for fertilizer, fungicide and herbicide application shall be properly calibrated and cleaned thoroughly between each use.
 - b) When applying a fungicide or herbicide adjacent to pavement edges, equipment which prevents herbicide drift onto the roadway must be utilized.
- 3.2.1.3.4 Aeration
- a) Only solid tine aerators for turf aeration will be permitted. Shock tines are preferred.
 - b) Tines must reach a minimum depth of four (4) inches.
 - c) Core aeration equipment may not be utilized.
- 3.2.1.3.5 Dog Park Maintenance
- a) Daily dog waste and trash removal is required.
 - b) Weekly pressure washing during non-peak hours of the entire park area is required.
 - c) Monthly enzyme treatments and vacuuming of the Dog Turf is required.
 - d) Monthly inspection and repair of the irrigation system is required. The sprinklers are to run daily – set to run between 12 midnight and 5 am.

3.2.2 Landscape Planting Bed Maintenance

The contractor shall be responsible for developing and implementing a total landscape care program for all plant material contained within landscape planting beds to ensure healthy and vigorous plant growth. All landscape beds will be inspected twice annually by a THEA representative, in April and September. All discrepancies discovered shall be repaired by the Contractor within thirty (30) days.

3.2.2.1 Minimum Landscape Planting Bed Maintenance Expectations

The following minimum expectations are required for a healthy and vigorous plant growth for this region of Florida. If the minimum maintenance expectation activities do not result in a healthy, vigorous and/or acceptable plant growth, the contractor is required to implement additional maintenance activities to bring the planted beds into compliance.

3.2.2.1.1 Fertilization

Tree and shrub fertilization information can be found in the Maintenance Schedule, Reference "A". All

fertilizers shall be commercially produced and submitted for approval prior to application.

Alternate fertilizer ratios may be used by the contractor but must meet approval of THEA prior to application and must be equal to or better than the recommendations of the Maintenance Schedule, Reference "A". Contractor is responsible to maintain application logs.

- a) Trees: Trees shall receive fertilizer twice (2) each year, in March and September.
 - i. Trees greater than six inches (6") in diameter shall receive four pounds (4 lbs.) per inch of 8.10.10 fertilizer (or equal) evenly spread over a diameter of ten feet (10') surrounding the tree trunk.
 - ii. Trees less than six inches (6") in diameter shall receive two pounds (2 lbs.) per inch of 8.10.10 fertilizer (or equal) evenly spread over a diameter of ten feet (10') surrounding the tree trunk.
- b) Shrubs: Shrubs shall receive fertilizer three (3) times each year, March, July and October.
 - i. The application for shrubs shall be a solid fertilizer with an N-P-K ration of 13.3.13 (or equal) at a rate of three to four pounds (3-4 lbs.) per hundred square feet (100 ft²).
- c) Palm Trees: Palm trees shall receive fertilizer twice (2) each year, in March and September.
 - i. The application for palms shall be fertilizer with an N-P-K ration of 8. 2. 1 2 (or equal) Epson Salts at a rate of half a pound (1/2 lbs.) per inch of trunk diameter evenly spread over a diameter of ten feet (10') surrounding the tree trunk.
- d) Sod/Turf: Sod shall receive fertilizer twice (2) each year, in April and October.
 - i. The application for sod shall be fertilizer with an N-P-K ration of 15.5.15 (or equal) slow release at a rate of two hundred fifty pounds (250 lbs) per acre.

3.2.2.1.2 Herbicide

- a) All herbicide applications shall be supervised by a Pesticide Applicator Licensee.
- b) All herbicide activities shall be recorded and maintained on file and submitted to the THEA upon request. The records shall contain dates of application, application rates, mixing rates, manufacturer's labels, etc.;
- c) Herbicide / Weed Control.
 - i. The Service Areas shall be kept free of weeds, foreign grass, leaves and/or other undesirable vegetation at all times.
- d) Planting Beds
 - i. Beds shall be kept clean of all vegetation not identified for that area.
 - ii. Separation lines between vegetation types shall be maintained by removing plants that have re-seeded themselves over plant boundaries.
- e) Herbicides may be used to assist the contractor in weed eradication under the following conditions: the herbicide does not damage desirable vegetation and that dead vegetation is removed within three (3) days following an effective application.
- f) The contractor may use a pre-emergent and post-emergent in bed areas.

3.2.2.1.3 Disease and Insect Control

The contractor shall inspect all turf; shrubs and trees for insects, grubs, mites, fungus, etc., and apply insecticides and pesticides as per manufacturer's recommendations to effectively control insect or

other infestation.

The contractor shall treat all specified varieties of Date Palms for pathogens and insects including treatment for bud (bud drench) of the tree and the root system. This process is to be repeated every three (3) months until the end of the maintenance period.

Anyone applying pesticides must hold a current restricted pesticide applicator license with the Florida Department of Agriculture and Consumer Services. Application must comply with manufacturer's recommendations and the Federal Insecticide, Fungicide, and Rodenticide Act. Every chemical substance used must be on the list of chemical substances, or have been submitted for inclusion on such list, as compiled by the Environmental Protection Agency (EPA) pursuant to the Toxic Substances Control Act, and in compliance with all Federal, State, and local pesticide laws.

Materials and application shall meet all State and Federal Health and Safety Laws currently in effect. Material Safety Data Sheets must be submitted within thirty (30) days after Notice to Proceed is issued for chemicals intended for use. All chemicals used must carry an EPA approval number.

The contractor shall provide and require the wearing of protective clothing and equipment is worn during chemical application as required by applicable laws, regulations, or ordinances and/or directions of manufacturers of material or equipment.

All equipment must be properly maintained and shall meet both the American Standard Safety and Occupational Health and Safety Administration (OSHA) requirements.

3.2.2.1.4 Pruning

Pruning shall always maintain required clear sight visibility per FDOT Standards. Trimmings must be removed from the site on the same day that the work is performed or chipped up with appropriate equipment and used as mulch at an approved location.

- a) Trees:
 - i. Pruning shall be performed in accordance with International Society of Arborists guidelines, good horticultural practices, and according to the requirements outlined below.
 - A) FDOT criteria and standards, and the FDOT's Florida Restoration and Rehabilitation of Streets and Highways minimum horizontal limits of clear zone must be adhered to. Prune to ensure proper line of sight for motorists.
 - ii. Corrective pruning shall be performed on trees to maintain the natural shape and characteristic of each variety. Interfering or crossed limbs shall be removed. All pruning cuts must be made with sharp instruments and leave a one inch (1") to two inch (2") collar.
 - iii. Aesthetic pruning shall consist of the removal of dead and/or broken branches. Pruning shall be performed as often as necessary to maintain attractive shape and fullness of the tree, in accordance with the intended character of the planting.
- b) Shrubs and Groundcovers:
 - i. Shrubs shall be pruned as directed by the designated THEA representative to maintain an attractive shape and fullness in accordance with the intended character of the planting.

- ii. Shrubs should not be pruned into individual shrubs. Allow shrub planting to form a dense mass, with height to be determined by applicable safety criteria and the designated THEA Representative.
 - iii. Hedge materials shall be pruned as necessary to retain shape as a hedge type plant. Keep fairly tight in character, with height to be determined by the designated THEA Representative.
- c) Palms:
- i. Remove dead fronds at frequencies listed on the Maintenance Schedule, Reference "A" No more than twenty-five percent (25%) of the fronds shall be removed.
 - ii. Leave fronds on as long as they are still green.
 - iii. Do not trim old fronds too close to the boots. Allow boots to remain on the palm until they are ready to fall off naturally.

3.2.2.1.5 Irrigation System Maintenance

- a) All irrigation maintenance shall be supervised by a Licensed Irrigator.
- i. Inspection:
 - a. The contractor shall cycle through each zone of the system once each month for the duration of the maintenance period.
 - b. Any malfunctioning system or part must be replaced or repaired within three (3) calendar days.
 - c. Water spraying on the road surface or a water line break constitutes an emergency repair that must be treated as required below.
 - d. Any broken spray heads or rotors must be repaired prior to the next watering cycle or within (3) calendar days, whichever is sooner.
 - e. Contractor is responsible for the maintenance and operational repairs of water wells, pumps, control systems and monitoring systems. THEA will require the contractor to provide locates for irrigation system as needed.
 - b) Emergency Repairs:
 - i. During system failure and repairs, the contractor shall continue to meet the water requirements of the plant materials by a method acceptable to THEA.
 - c) Central Control System:
 - i. The contractor shall make water adjustments based on evapo- transpiration data and data from the weather station and will be made a minimum of once a week.
 - ii. Adjustments will be made at a mutually agreed upon schedule with THEA.
 - iii. A detailed log of all adjustments by date is required. If controllers must be operated after-hours, manual operation will be required by the contractor.
 - iv. Water budgeting:
 - a. The contractor shall produce a proposed watering schedule by plant species specific to each controller.
 - b. The proposed schedule shall be submitted to THEA for review. Once approved, this schedule will serve as the baseline for the adjustment log described above.

3.2.2.2 Plant and Material Replacement

The contractor shall maintain, repair and/or replace any and all plant materials flowering annuals, mow curbs, soils, turf, mulch or irrigation components, sidewalk, trail signing and lighting within the times

specified throughout the maintenance period, including damage or loss by the contractor, third parties, or acts of nature. Cost for removal and replacement shall be included with the monthly lump sum costs.

3.2.2.2.1 Plant Replacement

- a) Replacement plant material shall be identical in species to those removed and shall be of similar size to adjacent material of the same species with the exception of the flowering annuals.
- b) In the event that suitable size of plant material cannot be found, THEA shall make a determination of the size of the plant material to be replaced.
- c) Dead or damaged plant material shall be replaced within ten (10) days of discovery.
- d) Flower bed plants shall be replaced up to six (6) times per year such that the beds maintain blooms year-round. Replacement plant species may vary and will require prior approval of THEA.

3.2.2.2.2 Mulch Replacement

- a) Any area of bare soil within planting beds or tree rings shall have mulch added within seven (7) days of discovery.
- b) Mulch shall be maintained at a depth of three inches (3”).
- c) Mulch shall be one hundred percent (100%) recycled wood or shredded hardwood mulch thoroughly mixed with a pre-emergence weed killer according to the manufacturer direction.
- d) Any trees located in turf grass areas will be mulched within the tree ring each spring. Mulch must be maintained at a settled depth of three inches (3”).
- e) Complete re-mulching of the Service shall take place in February in accordance with the Maintenance Schedule, Reference “A”.

3.2.2.2.3 Erosion Mitigation

- a) Non-paved areas which contain ruts or washes caused by erosion that are deeper than two inches (2”) shall be repaired.
- b) Soil utilized for rut repair shall be neutral and friable soil uniform in texture and shall not contain any noxious weeds (Johnson grass, etc.).
- c) Any repaired areas greater than twenty-five (25) square feet shall be re-sodded in kind.
- d) The contractor shall be responsible for ensuring no edge drop-offs from the roadway shoulder or sidewalk to ground greater than two inches (2”) in either turf or planted bed areas.
- e) All culverts, pipes, channels, inlets, storm drain systems, ditches, swales, etc. and their appurtenances within turf and landscape planting bed maintenance areas shall be clear and functioning and free of debris.

3.2.2.2.4 Mow Curbs

- a) Any mow curbs or other curbing damaged by careless use of steel edgers or other equipment by the contractor’s forces or subcontractors shall be replaced at the contractor’s expense.
- b) Mow curbs may be edged with weed eaters or rotary steel edgers at the contractor’s choice.

3.3 Litter Removal

All litter shall be removed from work areas prior to each mowing operation. Litter is defined as trash,

garbage, advertising signs, scrap metals, grocery carts, limbs, branches, scrap lumber, rags, paper, plastic, glass, rubber (including whole tires), and any other foreign material that is located in the turf, drainage ditches, detention ponds, water features, or planted work area.

3.3.1 Litter and Debris Pickup

- a) Right-of-Way shall be kept in neat condition.
- b) Dead animals that can be handled by one person shall be removed and disposed of upon discovery. Larger animals shall be removed and disposed of within twenty-four (24) hours of discovery.
- c) All litter collected by the contractor shall become the property of the contractor and shall be disposed of at an approved solid waste site. Bagged litter shall be picked up and disposed of on the same day of collection.
- d) All vehicles used in transporting litter shall be equipped to prevent the accumulation of litter from being strewn along the road.
- e) The contractor shall, upon discovery, remove potentially dangerous debris from the Service limits, which includes trash and debris in ponds.
- f) Trashcans and dog waste stations shall be emptied weekly, and a new liner placed in the trash can.

3.4 Graffiti Removal

- a) Obscene "gang related" or graffiti shall be removed or covered on discovery by a method pre-approved by THEA.
- b) All graffiti shall be removed within 24 hours of discovery in an approved manner acceptable to THEA that could include sand blasting and/or painting. For example, graffiti damage to the People Wall would need to be repaired and restored to pre-existing conditions.

3.5 Hardscape Elements

- a) Hardscape elements shall be inspected and kept free of debris, damage and vandalism.
- b) Hardscape elements shall be kept in working condition.
- c) Excessive wear and tear shall be corrected, and a general clean appearance of the hardscape elements maintained.
- d) These activities shall be performed at the frequencies listed in Reference "A" Maintenance Schedule, at a minimum or if discovered prior to scheduled maintenance shall be corrected within seven (7) days.
- e) Hardscape elements include but are not limited to, trashcans, bike racks, park benches, handrails, aesthetic walls, clocks, artwork, decorative signs, pond overlooks, trail lighting and signs, etc.

3.6 Water Features

- a) Water features including pumps and associated equipment. Water features shall be inspected and kept free of debris, damage, vandalism, and a general clean appearance of the feature maintained.
- b) This work shall include maintaining proper water quality and the addition of required chemical treatments.
- c) Water quality should meet all applicable regulatory requirements.
- d) These activities shall be performed at a minimum once (1) a month as listed in Reference "A" Maintenance Schedule.
- e) Corrective maintenance activities should be presented to THEA to improve operational

efficiency and may be approved for implementation per THEA approval.

3.7 Retention Pond Maintenance

- a) Ponds shall be maintained free of aquatic weed and algae growth.
- b) Chemicals utilized for weed and algae control must meet all applicable regulatory requirements and not damage or harm the landscape planting and/or littoral planting along the banks of the ponds.
- c) A generally clean appearance of the ponds shall be maintained per the direction of THEA.
- d) Pond spraying shall be utilized to deter the growth of subaqueous plants and nuisance vegetation. The oxygen levels in the ponds should be routinely tested and kept as close as possible to optimum 7.0.

3.8 Removal of Illegal Signing and Other Encroachments

The contractor shall ensure that all illegal signs and other encroachments are removed from the right-of-way upon discovery. This includes political signs, advertising signs, etc. The contractor shall utilize THEA policy to properly notify owners of the violation within seven (7) days of discovery. A list of violators shall be provided to THEA with the monthly report.

3.9 Report Submissions

3.9.1 The contractor shall submit a monthly report detailing all activities performed and dates in an electronic format mutually agreed upon by THEA and the contractor. All turf activities performed during the previous month include:

- a) Number of mowing cycles.
- b) Fertilizer application formulation, application rate.
- c) Herbicide application type, rate.
- d) Aeration.
- e) Turf repair i.e. sodding or seeding;
- f) Erosion repair.

3.9.2 All landscape planting bed activities performed during the previous month include:

- a) Tree and/or shrub maintenance.
- b) Ornamental grass trimming.
- c) Bed maintenance i.e. mulch replacement, erosion repair, etc.;
- d) Fertilizer application formulation, application rate;
- e) Herbicide and Fungicide application type, rate;
- f) Plant replacement.

3.9.3 The contractor is also responsible for submitting a quarterly report from a turf agronomist to the authority. The report shall contain:

- a) Problems encountered in the turf (i.e. insect, disease, erosion problems, etc.);
- b) General condition of the turf;
- c) Plan to rectify any discrepancies or problems discovered;
- d) This report is in addition to previous recorded activities in electronic format.

3.10 Personnel Requirements

Specific personnel requirements which must be on staff or under contract for the Landscape, Hardscape, and Vegetative Management Contract:

- a) Florida Master Certified Nursery Professional.
- b) Florida Department of Agriculture Pesticide Applicator Licensee
 - i. With Category 3A Ornamental Plant and Turf Pest Control
 - ii. With Category 5 Right-of-Way Pest Control
- c) International Society of Arboriculture Certified Arborist;
- d) Florida Commission on Environmental Quality licensed irrigator;
- e) Turf Agronomist.

The contractor must show proof of license and qualifications as requested by the THEA.

3.11 Permits

The contractor will be responsible for permitting activities within or associated with the Right- of-Way (ROW). The contractor will meet all the requirements in Florida Administrative Code Rules, in particular, the following:

- a) F.A.C. Rule 14-20 Private Use of Right-of-way;
- b) F.A.C. Rule 14-28 Public Use of Rest Areas, Wayside Parks, and Solicitation on State Highway Facilities;
- c) F.A.C. Rule 14-40 Highway Beautification and Landscape Management;
- d) F.A.C. Rule 14-43 Regulation of Encroachments Over State Rights of Way;
- e) F.A.C. Rule 14-65 Temporary Closing and Special Use of State
- f) F.A.C. Rule 14-97 State Highway System Access Management; Classification System and Standards.

3.12 Other Maintenance

3.12.1 Channels

- a) Debris that interferes with stream flow shall be removed within one (1) week after storm events unless otherwise directed by THEA;
- b) Vegetation, including trees and brush, that interfere with stream flow shall be removed from channels upon three (3) days of discovery; however, vegetation protecting or stabilizing channel banks shall be allowed to remain if approved by THEA;
- c) Riprap protection shall be maintained to its original configurations;
- d) Undermining or riprap failures shall be reported to THEA within three (3) days;
- e) Adding of erosion control measures to stabilize soil and prevent erosion.

3.12.2 Mitigation Areas

Mitigation areas will be maintained as originally designed and permitted.

3.12.3 Embankments/Slopes

- a) Embankments shall be maintained with no erosion over two inches (2') deep. Erosion shall be repaired within three (3) days of discovery by removing the siltation or filling erosion to bring the right-of-way back to the original lines and grades. Adequate sodding, seeding, fertilizer, erosion-control blankets, silt fences, rock berms, etc., shall be provided to allow the area to vegetate;
- b) Riprap (concrete slope protection) shall have all joints free from vegetation and shall

- be sealed;
- c) Slope failures shall be repaired by a method approved by THEA within three (3) days of discovery, unless additional time is approved by THEA. Slopes shall conform to the original cross-sections and shall be re-vegetate. Notwithstanding the foregoing, the contractor shall commence repair of any hazardous condition resulting from a slope failure immediately upon discovery;
- d) Retaining walls shall be maintained as designed, with drain holes kept clear. Reinforced earth walls shall be monitored for movement or for loss of backfill and repaired as approved by the THEA. Notwithstanding the foregoing, the contractor shall commence repair of any hazardous condition resulting from a wall failure immediately upon discovery.

3.12.4 Trail Signs

- a) New signs added to the Service Areas shall be installed by the contractor as directed by THEA. THEA will furnish posts, signs and hardware;
- b) Perform night sign inspections on six-month intervals and replace non-reflective signs within thirty (30) days thereafter;
- c) Maintain all trail sign posts vertical. Posts shall have minimal rust;
- d) Vegetation shall be trimmed to ensure good visibility of signs;
- e) Signs shall be deemed damaged and shall be replaced when more than five percent (5%) of the face is damaged or vandalized;
- f) Lateral placement must be in accordance with Florida Department of Transportation requirements;
- g) Replace deficient warning and regulatory signs within one (1) day of discovery;
- h) Damaged trail "Stop," "Do Not Enter," "One Way" and "Wrong Way" signs shall be replaced upon discovery;
- i) Large signs knocked down shall be removed upon discovery and shall be repaired or replaced within one (1) month. Temporary signs will be placed within two (2) days of discovery;
- j) All other damaged signs shall be replaced within (7) seven days of discovery.

3.12.5 Trail, Sidewalk and Landscape Lighting

- a) A night inspection shall be performed monthly (within the first full week of the month) of trail luminaries, trail sign lighting, overpass, underpass, and under bridge lighting and all deficiencies shall be repaired within one (1) week after inspection;
- b) All access panels will be in place and secured;
- c) Non-functional lights will be repaired within one (1) week of discovery;
- d) Trail luminaire poles knocked down or damaged shall be repaired or replaced within one (1) week of discovery. Poles knocked down will be removed upon discovery;
- e) Broken or damaged transformer bases shall be replaced within one (1) day of discovery.

3.12.6 THEA Headquarters, Warehouse Facility and Parking Lots

- a) Contractor shall provide routine landscape, turf and hardscape maintenance of THEA and Traffic Management Center (TMC) facilities per Reference "A" Maintenance Schedule; This includes replacing flowering annuals up to 6 times per year.

- b) THEA Headquarters and TMC Facility share the same irrigation system and water supply as on Meridian Avenue. Monthly inspections and repairs are required to ensure the irrigation system is operational and functioning as per Section 2.2.3.5;
- c) Work shall also include mowing and weed trimming of the THEA back lot parking and warehouse areas on a monthly basis or more frequently as directed by THEA representative.
- e) Work shall also include weekly trash, parking lot sweeping, and debris removals along the THEA building, warehouse, back lot and parking lot facilities;
- f) Work may also include annual parking lot striping, pavement sealing, minor and periodic maintenance and repair. Contractor shall provide cost estimates and repair plans for these services as directed and these additional services will be paid for under Article 5 General Maintenance per the direction and prior authorization of the THEA representative.

3.12.7 Additional THEA Maintenance Mowing and Maintenance Areas

Maintenance mowing will be required for THEA right-of-way which runs along the west side of Meridian Avenue from Channelside Drive to just north of Twiggs Street described below:

- a) North side of Pond 2 to Jackson Street.
- b) Ardent Mills and former railroad tracks. Channelside Drive to Twiggs Street: Contractor shall maintain the turf area between the west side of the oleanders and the property line. Jackson Street to Kennedy Boulevard: Contractor shall mow the turf area between the west side of Meridian Ave. and the existing fence on the property line.
- c) Twiggs Street extending 500 feet north: This section involves mowing between the property fence the Selmon Expressway Reversible Lanes roadway barrier wall. This section includes the west side of the Selmon Expressway Reversible Lanes roadway and mowing of a small storm water pond located on the east side of the existing Selmon Expressway viaduct bridge. This pond location is fenced and located just north of Twiggs Street, adjacent to an existing parking lot. Access to the pond is through a gate located in the northeast end of the pond.

3.12.8 Pond 1 & 2 Mowing Maintenance (Meridian Avenue Service Area)

3.12.8.1 Pond 1 (Meridian Avenue Service Area)

Located at the southeast corner of Meridian Avenue and Cumberland. Access to Pond 1 is located in the southeast corner of the pond site with a 20' cantilever slide gate at the south end of the east fence. Coordination with the Towers of Channelside may be necessary.

Contractor shall coordinate with THEA representative if access to Pond 1 is impeded.

3.12.8.2 Pond 2 (Meridian Avenue Service Area)

Located on the west side of Meridian Ave. and just north of E. Whiting St. The Pond 2 site is substantially overgrown with trees and brush on the pond slopes and level areas within the fenced site. The paved ditch along the north side of Pond 2 will also require mowing maintenance to prevent brush and debris from collecting. There are access gates to Pond 2 at three (3) locations:

- a) Southeast Fence Double 10' swing gate.
- b) West Fence 20' Cantilever slide gate accessible through Expressway right-of-way.
- c) North Fence Double 10' Gate located at the northeast "tip" of the site. Access to this

gate is more challenging but still accessible. Access has been limited due to the recent construction of a concrete paved ditch along the north side of Pond 2 from the intersection of Whiting Street and Nebraska Avenue.

3.12.8.3 Ponds 3 & 9 (Brandon Feeder Roads)

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 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 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 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 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 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 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 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 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) 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 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, 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 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 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 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 THEA has been provided to THEA and 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. These 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. These 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 ELOR 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