



**REQUEST FOR PROPOSALS**  
**INSTRUCTIONS AND SUBMITTAL DOCUMENTS**  
**FOR**  
**GENERAL ENGINEERING CONSULTANT SERVICES**  
**THEA PROJECT No. O-0526**

**RESPONSIBLE DEPARTMENT**

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Director of Operations and Engineering

**PROCUREMENT DEPARTMENT**

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**Notice:** This document is constructed in four (4) sections. Section A contains the general information and general conditions the respondents need to prepare an Expanded Letter 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 EXPANDED LETTER OF RESPONSE ~ No. O-0526 GENERAL ENGINEERING CONSULTANT SERVICES**

The Tampa-Hillsborough County Expressway Authority (the “Authority” or “THEA”) requires professional services of a General Engineering Consultants (“GEC” or “Consulting Engineer”) on an as needed basis in connection with a wide range of engineering, inspection, planning, design, environmental, architectural, surveying, mapping, traffic operations, Intelligent Transportation Services (ITS), project construction and technical management, landscape architecture, public involvement and administrative services related to responsibilities under the Authority’s Master Bond Resolution (as defined below) and support for the operation, maintenance and construction of the Lee Roy Selmon Expressway, Reversible Elevated Lanes, Meridian Parkway, Brandon Parkway and Selmon Greenway (the “Expressway System”) and any other facilities and properties owned by THEA.

Selection will be made from the Expanded Letters of Response (ELOR) Package and oral interviews. THEA will evaluate the ELOR Packages and will shortlist three (3) respondents that will proceed to oral interviews. In its sole and absolute discretion, THEA intends to award a contract to the respondent who is determined to be the most responsive and responsible in accordance with the evaluation process described herein to perform the services required of the General Engineering Consultant that are defined in the Amended and Restated Master Bond Resolution adopted on November 19, 2012 and as amended to date (collectively the “Master Bond Resolution”). THEA intends to award continuing contracts to the 2<sup>nd</sup> and 3<sup>rd</sup> ranked firms to perform general engineering services on an as needed basis.

Respondents will be evaluated and ranked on the following criteria: Understanding the Scope, Project Approach, Proposed Project Staffing, Quality Assurance/Quality Control.

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 solicitation 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](http://www.demandstar.com)).

Questions concerning this advertisement **must** be directed by email to THEA’s Procurement Office at [procurement@tampa-xway.com](mailto: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 solicitation's corresponding sections.

##### **1.2. ATTACHMENTS:**

The attachments listed in Section D of this solicitation are hereby incorporated into and made a part of this solicitation 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) Packages and oral interviews. 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 top ranked firm to perform required GEC services pursuant to THEA's Master Bond Resolution and to enter into contracts for services upon successful negotiation of a satisfactory contracts with the 2<sup>nd</sup> and 3<sup>rd</sup> ranked firms for general engineering services. Contracts will be awarded to respondents whose responses are 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 solicitation. 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 solicitation. Determination of the respondent best qualified and experienced to perform the services required through this solicitation will be determined by THEA in its sole opinion and absolute discretion.

Respondents must submit an "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 solicitation, 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 informalities any irregularities in any response and to reject any and/or all

responses, in its sole and absolute discretion. The highest-ranked respondents will proceed to oral interviews.

**1.4. SCHEDULE OF EVENTS:**

The selection process will adhere to the following schedule. All times given are Eastern Daylight 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 Letter of Response (ELOR) Package to be rejected and disqualified from further consideration.

**SCHEDULE OF EVENTS**

DATE	DESCRIPTION	LOCATION
May 13, 2026, by 5:00 PM	Solicitation Published	THEA Website & Demandstar
May 19, 2026 @ 10:00 AM	Mandatory Pre-Proposal Meeting	THEA Office 1101 E. Twiggs Street, Suite 300
June 10, 2026, by 9:00 AM	Deadline for respondent’s submission of questions to THEA	Email to <a href="mailto:Procurement@tampaxway.com">Procurement@tampaxway.com</a>
June 25, 2026, by 5:00 PM	Deadline for THEA to respond to respondent’s questions	THEA Website & Demandstar
July 17, 2026, by 9:00 AM	Deadline for Submitting Expanded Letters of Response (ELOR)	Email to <a href="mailto:Procurement@tampaxway.com">Procurement@tampaxway.com</a>
August 11, 2026, by 12:00 PM	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to <a href="mailto:Procurement@tampaxway.com">Procurement@tampaxway.com</a>
August 13, 2026, @ 10:00 AM	Evaluation Committee confirms ranking and discussion of ELOR Packages of shortlisted respondents	THEA Office 1101 E. Twiggs Street, Suite 300 Tampa, FL 33602
August 13, 2026, by 5:00 PM	Posting of Notice Intended Shortlist	THEA Website & Demandstar
August 24, 2026, @ 1:30 PM	Board Approval of Shortlist Ranking	THEA Offices 1101 E. Twiggs Street Tampa, FL 33602
September 8, 2026 - 45 mins (shortlisted respondents will be given time slot)	Oral Interviews with Shortlisted Respondents- In Person	THEA Office 1101 E. Twiggs Street Tampa, FL 33602
September 16, 2026, by 9:00 AM	Evaluation Committee submits final scores to THEA Procurement Office	Email to <a href="mailto:Procurement@tampaxway.com">Procurement@tampaxway.com</a>
September 21, 2026 @ 11:00 AM	Evaluation committee meets to confirm final scores and final ranking of respondents	THEA Office 1101 E. Twiggs Street, Suite Tampa, FL 33602

September 21, 2026, by 5:00 PM	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
September 28, 2025 @ 1:30 PM	Board Approval of Final Ranking and Award of Contracts	THEA Board Room 1101 E. Twiggs Street Tampa, FL 33602
September 29, 2025, 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](http://www.demandstar.com)) and is also available through a link on the THEA website ([www.tampa-xway.com](http://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](mailto: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 Demand Star's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 [www.demandstar.com](http://www.demandstar.com))

Obtaining solicitations 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;

RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS SOLICITATION FROM SOURCES OTHER THAN DEMANDSTAR OR THE THEA WEBSITE ARE CAUTIONED THE SOLICITATION PROCUREMENT DOCUMENTS MAY BE INCOMPLETE.

ATTACHMENTS, EXHIBITS, AND/OR REFERENCES NOT ATTACHED HERETO WILL BE SUPPLIED UPON REQUEST AND SHARED VIA A ONEDRIVE FILE OR SHAREPOINT. PLEASE CONTACT THE PROCUREMENT OFFICE AT [PROCUREMENT@TAMPA-](mailto:PROCUREMENT@TAMPA-)

XWAY.COM TO REQUEST YOUR LINK.

**1.8. QUESTIONS ABOUT THIS SOLICITATION 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](mailto: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 procurement 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](http://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 6**.

All Letters of Clarification and Addendum 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 solicitation once the advertisement of the solicitation has been published and until the THEA Board of Directors has made a final decision regarding the award of the contracts.

Any communications regarding this advertisement must be in writing to THEA, Attention Procurement Office at [procurement@tampa-xway.com](mailto: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**

**Expanded Letters of Response (ELOR) 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 Package has been opened at the appointed time and place by THEA.

ELOR Packages 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 solicitation 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 Package 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 the services; to postpone or cancel this process; to waive irregularities in the procurement process or in the ELOR Package 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 Advertisement.

**1.14. MANDATORY PRE-PROPOSAL MEETING:**

Attendance at the Pre-Proposal Meeting is mandatory. Any respondent 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, 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 solicitation 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:

Procurement@tampa-xway.com

**1.15. COST OF PREPARATION:**

The cost of preparing an ELOR Package for this solicitation 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 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. 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 EVALUATIONS:**

Respondents will be evaluated preliminarily on whether the respondent is responsible and responsive to this solicitation and then evaluated based on criteria that will be used by THEA for final ranking of the 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 shortlist three (3) respondents on the date, time and at the location stated for the **Evaluation Committee meets to confirm ELOR Package scores** referenced in Section A, Paragraph 1.4, Schedule of Events. In the event the Authority receives fewer than three proposals, all respondents will be shortlisted. Respondents are not required to attend; however, the meeting is open to the public.

Criteria for evaluating the ELOR Packages to shortlist respondents are as follows:

	<b>SHORTLIST EVALUATION CRITERIA</b>	<b>Maximum Points</b>
1.	<p><b>Understanding the Scope:</b> The respondent shall demonstrate their understanding of the full breadth of the scope of services including any unique issues involved in the project and their approach to meet the needs and requirements of the Authority. Identify critical issues and risks facing THEA and discuss methods to address. Assumptions (if any) should be clearly stated.</p>	20
2.	<p><b>Project Approach:</b> Approach to Project Management and Delivery (0-15)</p> <ul style="list-style-type: none"> <li>• Present approach to the project and managing numerous task work orders.</li> <li>• Discuss ability to respond quickly and flexibly to Authority requests.</li> <li>• Discuss methods for managing multiple assignments of varying size simultaneously.</li> <li>• Discuss proposed methods for distributing work and maintaining coordination between own staff and subconsultants.</li> </ul> <p>Approach to Schedule and Coordination (0-15)</p> <ul style="list-style-type: none"> <li>• Discuss methods of ensuring project schedules remain on track</li> <li>• Discuss methods of effective communication and coordination with THEA and its stakeholders</li> <li>• Discuss methodology on obtaining THEA concurrence for project issues</li> </ul> <p>Approach to Discipline-Specific Issues (0-10)</p> <ul style="list-style-type: none"> <li>• Discuss unique concepts and cost saving strategies.</li> <li>• Integration of Vision Zero/Target Zero design principles</li> </ul>	40
3.	<p><b>Proposed Project Staffing:</b> The respondent shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> <li>• Provide names of project manager and key personnel along with their qualifications, experience and availability.</li> <li>• Explain the organization of its team and functional responsibilities of each sub-consultant. Discuss the staffing quality, availability and individuals experience on similar projects as well as experience working with THEA's partners.</li> <li>• Discuss workload with other clients and plan to ensure THEA's needs are met by available staff.</li> <li>• Discuss plan to ensure correct level staff is assigned to tasks to balance quality and efficiency.</li> </ul>	30

4.	<p><b>Quality Assurance/ Quality Control (QA/QC):</b> The respondent firm shall demonstrate their implementation and commitment to a QA/QC Program that is specific to this project and meets the requirements of the scope of services.</p> <ul style="list-style-type: none"> <li>• Discuss key aspects of the firm’s QA/QC program that are most important to its success on this project.</li> <li>• Present their project review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews that will be performed on documents submitted to THEA&gt;</li> <li>• Discuss project QA/QC responsibilities</li> </ul>	10
	Total:	100

The 100 total points are for scoring of the shortlist firms only and will not carry over to the Evaluation Criteria in Section 1.19.

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

The ranking of respondents based on the Evaluation Committee’s evaluation will be presented to THEA’s Board of Directors for consideration and approval, with a recommendation that the three top ranked respondents be shortlisted to advance the oral interviews in Paragraph 1.18.

**1.19. INTERVIEWS:**

Interviews will be used to select a successful respondent from an initial shortlist. During the oral interview, the Evaluation Committee will ask questions that will assist in evaluating the capability of the respondent and key staff to provide the desired services. Attendance at the oral interview is limited to six (6) attendees. Only the respondent’s project manager and other key staff providing the services should be present.

The order of the interviews will be established by random drawing by the procurement office. A representative of the procurement office shall facilitate the interviews, be the timekeeper during the meeting, and ensure the respondents adhere to the time constraints set forth in this section.

Each shortlisted respondent will be allotted 5 minutes for opening statements, followed by a 20-minute oral technical presentation and a 25-minute oral interview. A question-and-answer session or clarifying questions by the Evaluation Committee will be held until the end of the interview if time permits.

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

**1.20. EVALUATION CRITERIA:**

The Evaluation Committee will meet to confirm their scores of the oral interviews and final ranking of the respondents on the date, time and at the location stated for **Evaluation Committee Meets to Confirm Scores and Final Ranking of 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.

The oral interviews will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the evaluation are one hundred (100) points per evaluator.

The evaluation committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

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

	<b>PRESENTATION/INTERVIEW EVALUATION CRITERIA</b>	<b>Maximum Points</b>
1.	<p><b>Understanding the Scope and Innovation (Presentation):</b></p> <p>The respondent shall demonstrate a clear and insightful understanding of THEA’s operating environment and the GEC role as extension of staff. Clarify understanding of the scope of services including any unique issues to THEA and their approach to meet the challenges of providing services to ensure delivery of the capital improvement program as well as efficient operations in design project management, ITS, construction and maintenance. Innovative approaches to address THEA-specific issues should be highlighted. Assumptions (if any) should be clearly stated.</p>	20
2.	<p><b>Project Approach and Personnel (Presentation):</b></p> <p>The respondent shall lay out its plan to approach the project. The approach will include project management and technical components and will highlight how the respondent will help deliver the capital improvement plan and support operations of the organization. Provide detail on managing concurrent task work orders and supporting both capital projects and operational needs. Ensure continuous service with qualified staff is always maintained while balancing the correct level position to ensure most efficient delivery of work. Demonstration of personnel with local market knowledge and established relationships with THEA stakeholders should be highlighted. Discuss commitment of staff for the duration of the project.</p>	20

3.	<p><b>Quality and Coordination (Presentation):</b></p> <p>The respondent shall discuss their approach to ensuring the highest level of quality is attained across all types of GEC assignments. Approaches to ensure continuous improvement throughout the contract shall be highlighted. Discuss coordination and communication with all departments within THEA as well as its stakeholders. Approaches to ensure THEA's long-term objectives are met should be highlighted.</p>	10
4.	<p><b>Overall Responses to Questions (Interview):</b></p> <p>The respondent firm shall demonstrate their capabilities and commitment to the project and to meet the requirements of the scope of services.</p> <ul style="list-style-type: none"> <li>• Provide clear and detailed response to the questions.</li> <li>• Provide specific answers to the question asked.</li> <li>• Provide specific answers to the question</li> </ul>	50
TOTAL:		100

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

**1.21. FINAL SELECTION:**

The ranking 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-ranked respondents 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 contracts and THEA's Board of Directors may decide to reject all proposals.

After approval of the final ranking of the respondents and award of the contracts 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 Contracts** referenced in Section A, Paragraph 1.4, Schedule of Events.

**1.22. AWARD OF CONTRACTS:**

The award of the contracts 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 respondents. Negotiations will include scope clarification, discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contracts. Once THEA and the selected respondents have negotiated satisfactory contracts, THEA may then enter into contracts with the selected respondents.

**1.23. 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 Contracts** referenced in Paragraph 1.4, Schedule of Events.

**2. GENERAL CONDITIONS:**

**2.1. QUALIFICATIONS OF RESPONDENT:**

Each Respondent shall be a FDOT Pre-Qualified Consultant in or provide a sub-consultant who is pre-qualified in the following:

2.0— Project Development & Environmental (PD&E) Studies

3.1— Minor Highway Design

3.2— Major Highway Design

3.3— Controlled Access Highway Design

4.1.1— Miscellaneous Structures

4.1.2— Minor Bridge Design

4.2.1— Major Bridge Design - Concrete

4.2.2— Major Bridge Design - Steel

5.1— Conventional Bridge Inspection

5.3— Complex Bridge Inspection

5.4— Bridge Load Rating

6.1— Traffic Engineering Studies

6.2— Traffic Signal Timing

6.3.1— Intelligent Trans Systems Analysis & Design

6.3.2— Intelligent Trans Systems Implementation

- 6.3.3— Intelligent Trans Traffic Engin. Communications
- 7.1— Signing, Pavement Marking & Channelization
- 7.2— Lighting
- 7.3— Signalization
- 8.1— Control Surveying
- 8.2— Design, Right of Way, Construction Surveying
- 8.3— Photogrammetric Mapping
- 8.4— Right of Way Mapping
- 9.1 - Soil Exploration
- 10.1 - Roadway Construction Engineering Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 11.0— Engineering Contract Admin. and Management
- 13.3— Policy Planning
- 13.4— Systems Planning
- 13.5— Subarea/Corridor Planning
- 13.6— Land Planning/Engineering
- 13.7— Transportation Statistics
- 14.0— Architect
- 15.0— Landscape Architect
- 21.0— Acquisition, Negot., Closing, & Order of Taking
- 24.0— Acquisition Relocation Assistance
- 25.0— Right of Way Clearing and Leasing

The pre-qualification requirements can be met with a combination of qualifications between the prime consultant and sub-consultants of the respondents' team within the identified work categories.

**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 services, including the specific individuals named in the respondent's proposal.

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

After the award of the resulting contracts 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 provide the services.

**2.3. AVAILABILITY OF PERSONNEL:**

Personnel described in the respondents' 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 a respondent and not employees or agents of THEA.

**2.4. PROJECT MANAGER:**

The respondent shall designate from its staff a qualified "Project Manager" having experience in performing and/or administering similar types of work as this engagement.

The "Project Manager" shall be the single point of contact as liaison with THEA during the procurement process and during performance of the awarded contracts. THEA desires that the Project Manager be located in the Tampa Bay area to 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, directing consultant's work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the contract.

**2.5. CONTRACTS:**

The selected respondents shall enter contracts with THEA for the Scope of Services with the terms and conditions as specified within this solicitation's instructions and submittal document.

**2.6. CONTRACT DURATION:**

The contract duration will be for three years plus 2 one-year renewal options.

**2.7. CONTRACT ASSIGNMENT:**

The selected respondents 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 respondents understand and agree 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 contracts 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 solicitation 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:**

The contract will contain an indemnification clause wherein the selected respondent agrees to indemnify and hold harmless the THEA Board of Directors, THEA, its members and its officers, representatives and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to attorney and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the respondent, its agents, employees, or subcontractors arising out of the execution, performance nonperformance of the duties of the respondent under this solicitation, the enforcement of this solicitation, or resulting from the activities of the respondent in any way connected to this solicitation.

**2.13. PUBLIC ENTITY CRIMES STATEMENT:**

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

consultant, 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 solicitation 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.

**2.14. INSURANCE REQUIREMENTS:**

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

**2.15. BID SECURITY:**

A Bid Security is not required for this solicitation.

**2.16. PAYMENT AND PERFORMANCE BOND:**

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

**2.17. 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 3**.

**2.18. 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 with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its ELOR Package.

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, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized

Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, 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, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel.

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 the respondent during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its ELOR Package. A copy of the required **Form 4 - CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C.

## **2.19. E-VERIFY SYSTEM:**

The respondent shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this solicitation. The respondent shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of respondent. The respondent may not enter into a contract with a subcontractor to perform work under the awarded respondent's agreement unless and until the subcontractor registers with and uses the E-Verify system. If the respondent enters into a contract with a subcontractor to perform work, the respondent must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The respondent must maintain copies of all such affidavits for the duration of these Services. THEA may terminate the executed agreement for cause if THEA determines that respondent or respondent's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. THEA will terminate the agreement for cause if THEA has a good faith belief that respondents have knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the THEA has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but THEA determines that respondent otherwise complied with section 448.09(1), Florida Statutes, as may be amended, THEA will notify the respondent as such, and the respondent must immediately terminate the

respondent's contract with said subcontractor. If the executed agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach and may not be considered as such; (b) respondent may not be awarded a public contract for at least 1 year after the date on which the agreement is terminated; and (c) respondent is liable for any additional costs incurred by THEA as a result of the termination of the agreement.

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.

**2.20. NOTICE OF PROTEST:**

**2.20.1. PROTESTS PRIOR TO NOTICE OF AWARD:**

Any person wishing to protest THEA's procurement process or its solicitation documents for the procurement of services must file a Notice of Intent to Protest accompanied by a protest bond in the amount of \$5,000 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.

**2.20.2. PROTESTS AFTER NOTICE OF AWARD:**

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a protest bond in the amount of \$5,000 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.

**2.21. 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 Letters of Response (ELOR) PACKAGE REVIEW CHECKLIST is contained in Section C as Form 5.

**2.22. RESTRICTION ON RESPONDENTS' ELIGIBILITY TO COMPETE FOR THIS PROJECT**

A respondent, its affiliate, or sub-consultant that is under contract with THEA for the development of this solicitation 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 SOLICITATION AND SCOPE OF SERVICES:

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

ELOR Packages must be submitted as a single document attached 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 responses must be either manually or digitally signed by an authorized officer, principal or partner (as applicable).

**Content** - In order to ensure a uniform review process and to obtain the maximum degree of understanding of the respondent's abilities, experience and qualifications, it is **required** that respondent's ELOR Package be organized, tabbed and submitted as follows:

### 3. EXPANDED LETTERS OF RESPONSE (ELOR)

A maximum of **five (5) pages** will be allowed for the "Expanded Letter of Response" element. The five-page limit does not include organizational chart, resumes, forms, or staff hour estimate. The ELOR shall contain the following:

- a) Minimum Requirements:
  - State the RFP name and number;
  - Name of Firm;
  - Firm address;
  - Firm telephone number;
  - Project Manager's name (Project Manager will be considered the primary contact for the respondent during the procurement process **and** during performance of the scope of services);
  - Project Manager's address;
  - Project Manager's telephone number;
  - Project Manager's email address;
- b) Respondent's Understanding the Scope
- c) Respondent's Project Approach
- d) Proposed Project Staffing
- e) Quality Assurance/Quality Control

### 4. ORGANIZATIONAL CHART

Attach an organizational chart that includes the following:

- Identify key members of respondents' team including the proposed Project Manager and names and roles of other key personnel.
- State firm name for key members of Respondent's team (if from a Subconsultant).
- 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 "Organizational Chart" element. The Organizational Chart may be submitted on paper sized larger than 11" x 17" if folded neatly to 11" x 17".

### 5. RESUMES

Include **one (1) page** resumes for the Project Manager and the key staff of respondent's team.

### 6. FDOT PREQUALIFICATION LETTER

Include the FDOT Prequalification Letter for all consultant firms included on the respondent's team's organizational chart.

**[END OF SECTION B – 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: Certification Regarding Scrutinized Companies Lists

FORM 5: Respondent's Response Package Review Checklist

FORM 6: Acknowledgement of Receipt of Addendum

FORM 7: Drug Free Workplace

Note: Failure to submit the required forms may result in respondents' 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 services,

including the specific individuals named in the its proposal and the specific key personnel named in its proposal shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.

- (7) By submitting this response, respondent accepts and acknowledges that respondent can comply with all terms and conditions set forth in the solicitation including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the respondent.

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

**ATTEST:**

**RESPONDENT:**

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
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 project.

**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 project.

RESPONDENT:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
Title of Signer)

\_\_\_\_\_  
(Date Signed)

**[END OF FORM 3 – CONFLICTS OF INTEREST STATEMENT**

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

By executing this form and each and every renewal hereof (if renewal is separately provided for herein), pursuant to section 287.135, Florida Statutes, Consultant certifies, represents, and warrants that: (a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. Notwithstanding anything contained in this Agreement to the contrary, the Authority may terminate this Agreement immediately for cause if: (1) Consultant is found to have submitted a false certification regarding (a) – (e) above in accordance with section 287.135(5), Florida Statutes, (2) Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is or has been engaged in Business operations in Cuba or Syria or a Boycott of Israel, or (3) Consultant is found to have been placed on a list created pursuant to section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran. Such termination shall be in addition to any and all remedies available to the Authority at law or in equity. The terms “Boycott of Israel” and “Business operations” used in this section are defined as in Section 287.135, Florida Statutes. The Lists referred to in this section are those Lists in and maintained pursuant to section 287.135, Florida Statutes.

Firm: \_\_\_\_\_ Firm 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 “Firm”.

I hereby certify and affirm that the company listed above as the “Firm” certifies, represents, and warrants that:

(a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. 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.

Firm:

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name of

Signer) (Title of

\_\_\_\_\_  
Signer)

\_\_\_\_\_  
(Date Signed)

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

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

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

Proposal Format	Section Title
	1. Table of Contents
	2. ELOR
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Certification Regarding Scrutinized Companies List Form 5 – Respondents Response Package Review Checklist Form 6 – Acknowledgment of Receipt of Addendum Form 7 – Drug Free Workplace

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

\_\_\_\_\_  
Name of Person Responsible

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Person Responsible

\_\_\_\_\_  
Company Name

**[END OF FORM 5 - RESPONDENT’S EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW CHECKLIST]**

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

Were Addenda issued on this Solicitation?

Yes

No

Were Letter of Clarification issued on this Solicitation?

Yes

No

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

Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Addendum _____	Date: _____
Letter of Clarification _____	Date: _____
Letter of Clarification _____	Date: _____
Letter of Clarification _____	Date: _____
Letter of Clarification _____	Date: _____

RESPONDENT:

By: \_\_\_\_\_  
(AUTHORIZED SIGNATURE)

\_\_\_\_\_  
(Printed Name of Signer)

\_\_\_\_\_  
(Title of Signer)

\_\_\_\_\_  
(Date Signed)

**DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:  
Name of Business

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

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

\_\_\_\_\_  
Firm's Signature

\_\_\_\_\_  
Date

**SECTION D**  
**ATTACHMENTS:**

1. Scope of Services
2. Insurance Requirements, Coverages and Limits

**SCOPE OF SERVICES  
GENERAL ENGINEERING CONSULTANT**

**1. PURPOSE**

The Tampa-Hillsborough County Expressway Authority (the “Authority” or “THEA”) requires professional services of a General Engineering Consultants (“GEC” or “Consulting Engineer”) on an as needed basis in connection with a wide range of engineering, inspection, planning, design, environmental, architectural, surveying, mapping, traffic operations, Intelligent Transportation Services (ITS), project construction and technical management, landscape architecture, public involvement and administrative services related to responsibilities under the Authority's Master Bond Resolution (as defined below) and support for the operation, maintenance and construction of the Lee Roy Selmon Expressway, Reversible Elevated Lanes, Meridian Parkway, Brandon Parkway and Selmon Greenway (the “Expressway System”) and any other facilities and properties owned by THEA.

The following is a description of the general scope of work that the GEC may provide on a non-exclusive basis. The Authority, at its option, may elect to expand, reduce or delete any work element described herein or have services performed by other consultants or THEA staff.

- a. Bond Covenant Support
- b. Staff Augmentation
- c. Planning Support
- d. Program Management Support
- e. Right of Way (ROW) Support
- f. Engineering and Design Support
- g. Safety Support
- h. Project Delivery Support
- i. Construction Management Support
- j. Maintenance Support
- k. Emergency Response Support
- l. Traffic Operations Support
- m. Tolls Support
- n. Information Technology (IT) Support
- o. Intelligent Transportation Systems (ITS) Support
- p. Communications Support
- q. Asset Management/GIS Support
- r. Industry Innovation Support
- s. Other Services

## 2. LOCATION

The GEC shall maintain an office in Hillsborough County, Florida. The GEC will function as an extension of Authority staff by providing qualified technical and professional personnel and subconsultants to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out.

## 3. BEGINNING AND LENGTH OF SERVICES

Work task assignments may take the form of long-term ongoing assignments, major project assignments, and long or short term specified tasks on a task authorization (purchase order) basis.

There is no guarantee that all the services described in this Scope of Services will be assigned during the contract term. No payment for work performed shall be made to the GEC unless a purchase order has been issued. Services will commence upon issuance of notice to proceed by THEA's project manager. The GEC shall submit a transition plan no less than 6 months before expiration of the contract to be implemented upon termination of THEA's agreement to ensure a smooth, efficient and uninterrupted transition to any successor GEC, Consultant, or THEA staff.

## 4. SERVICES

The following is a description of the general scope of work to be assigned on an as needed basis but not intended to be all inclusive. Major tasks will require a more detailed description of the purpose and scope of work for that task or project. The GEC agrees to comply with the Authority's Small Business Enterprise Policy.

- a. **Bond Covenant Support** – The GEC shall serve as the Authority's Consulting Engineer as set forth in the Authority's Amended and Restated Master Bond Resolution adopted on November 19, 2012, as subsequently amended to date, (the "Master Bond Resolution"), which are incorporated herein by reference. The GEC may be authorized to perform the following:
  - i. Generally supervise the construction of expressway projects financed with bond proceeds. Develop and submit periodic construction inspections and reports at a frequency determined appropriate by the Authority. Provide the estimated date of completion and placing into operation any expressway projects.
  - ii. Advise and confer with the Authority concerning the budget for operation, maintenance and repair of the Expressway System. This conference will take place by the end of December preceding the fiscal year for which the budget is being developed.
  - iii. Make an independent inspection and report concerning the condition of the Expressway System not less than every two years (GEC Biennial Report), and provide such reports to the Authority Board, the State of Florida, and bondholders upon request.
  - iv. The GEC shall include in the Biennial Report any third-party independent inspections and reports performed by the Florida Department of Transportation (FDOT), or other consultants. These reports may include but are not limited to inspection report(s) of bridges and sign structures.

- v. Certify necessary amounts of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the Expressway System, certifying as to the schedule and need for replacement or restoration to protect the interests of the Authority.
- vi. Coordinate activities with THEA's Traffic and Revenue Consultant for travel demand modeling services including calibration, validation and updating.
- vii. Recommend the appropriate levels of insurance and payment and performance bond requirements for professional services and construction activities.
- viii. Certify that any sale, lease, or encumbrance of THEA property will not impede or restrict the operation of the Expressway System.
- ix. Prepare Engineer's Report(s) for scheduled bond sales and satisfaction of any bond covenants.
- x. Assist in providing required reports and supporting information to the Florida Transportation Commission on fiscal year reporting cycles.
- xi. Prepare any necessary incidental repair plans as directed.
- xii. Prepare and certify the amounts necessary for funding operations and maintenance (O&M) projections for 20-year Renewal and Replacement Plans.
- xiii. Attend meetings as required to carry out above services.

**b. Staff Augmentation**

- i. Provide qualified professional staff to be stationed at the Authority's headquarters on a full-time or part-time basis as required by the Authority. These staff shall be prepared to assume duties related to the operations and management obligations of the Authority including coverage while in-house Authority staff are not available.

**c. Planning Support**

- i. Provide THEA staff with technical support to include, but not limited to, transportation modeling, RITIS Trips & INRX analysis, transportation analysis to include SYNCHRO, Near Miss, Weave, traffic signal timing, GIS, and STOPS analysis.
- ii. Provide THEA with data collection for spot specific analysis to include class counts, tube counts, cut through analysis, tag match (video & manual), and crash data.
- iii. Perform general planning studies to include safety, traffic impact, and drainage analysis for THEA use.
- iv. Support in the development of design criteria Selmon Greenway and trail projects, to include aesthetic and safety analysis.
- v. Assist THEA staff in planning its work program. This may include performing cost estimates, developing conceptual layouts, verifying other public or private plans for coordination purposes, producing schedules, comparing resources, defining interfaces with other projects or agencies and producing presentation information.
- vi. Support THEA at technical meetings (e.g. FDOT, MPO, other expressway authorities, local government or quasi-governmental bodies) as requested.
- vii. Support Project Development and Environment (PD&E) design criteria, construction and maintenance estimates; scopes of services, acquisition schedules; public involvement support; review of socioeconomic data; noise analysis and other

environmental and engineering analysis for Federal, State and Project Environmental Impact Reports (SEIRs).

- viii. Provide exhibits, maps and presentations for public meetings.
- ix. Support THEA Staff in the development of landscape architecture documents to include review of construction documents.
- x. Support THEA staff in tracking and developing innovations related to connected and autonomous vehicles, electric vertical take-off and landing (eVTOL) vehicles and AI workflow integration.

**d. Program Management Support**

i. Capital Improvement Plan (CIP) Support

- 1. Scoping - the Consultant shall be responsible for the initial scoping and budget development of all infrastructure projects in the CIP. The scoping process shall solicit input from all THEA departments. Update these scopes on an annual basis (currently November) to support the CIP update cycle.
- 2. Budget - the Consultant shall be responsible for the budget development which shall include funding needed for construction, design, GEC support, CEI, IT, communications and tolls cash-flowed based on anticipated spending. For projects in active design, utilize engineer's estimates with design quantities or project controls staff as appropriate. For projects not yet in design, utilize FDOT's Long Range Estimates (LRE) program and the latest FDOT guidance for construction quantity development and contingencies unless otherwise directed by the Authority. Update these estimates on an annual basis (currently November) to support the CIP update cycle.
- 3. Schedule – the Consultant shall be responsible for development of the 5-year Capital Improvement Program schedule that places phases of each project in appropriate years based on the following:
  - a. Coordination with existing adjacent or overlapping projects.
  - b. Internal resource constraints
  - c. Financial resource constraints
  - d. For projects in first two years of program, the GEC shall recommend letting months and for projects in outer three years, recommend letting quarters.
- 4. Contracting Type – the Consultant shall provide a recommendation of procurement type for each phase of the project based on the following:
  - a. Funding
  - b. Risk Profile
  - c. Schedule
  - d. Availability of existing executed THEA contracts.
  - e. Availability of existing contracts that can be piggybacked.

- ii. Operations, Maintenance and Administration (OM&A) Budget Support – The GEC shall provide technical and planning support to assist THEA in the development, refinement,

and documentation of the Operations, Maintenance, and Administration (OM&A) budget as it relates to roadway and facilities maintenance activities. These tasks may include, but are not limited to, the following:

5. Operations and Maintenance Needs Assessment

- a. Review existing roadway, bridge and facility asset inventories and applicable standards.
- b. Work with asset maintenance contractor to evaluate historical maintenance expenditures, work orders, and known condition issues to identify recurring and anticipated maintenance needs, including items that are impactful to MRP.

6. Budget Development

- a. Identify key cost drivers, assumptions, and risk factors affecting maintenance-related OM&A expenditures. Coordinate with Authority staff for concurrence.
- b. Differentiate between activities appropriately funded through OM&A (expensed) versus those suitable for inclusion in the CIP.
- c. Consider operational impacts, service levels, safety, and state of good repair objectives when developing recommendations for the following specific areas:
  - i. ITS preventative and periodic maintenance costs
  - ii. Reversible gate system preventative and periodic maintenance costs
  - iii. Routine and periodic roadway and bridge maintenance (both asset maintenance and non-asset maintenance related)
  - iv. Routine and periodic facilities maintenance (including Authority owned buildings)
- d. Prepare clear and concise documentation summarizing maintenance assumptions, recommended OM&A funding levels, and the rationale supporting those recommendations. Provide supporting tables, narratives, or exhibits suitable for internal budget development, management review, and board-level materials.
- e. Right of Way (ROW) Support** - The GEC shall provide comprehensive right-of-way (ROW) engineering and technical support services to assist THEA in the planning, design, acquisition, and management of real property interests required for existing infrastructure and future Expressway projects. These tasks may include, but are not limited to, the following:
  - i. Support identification of preliminary and final ROW requirements during PD&E and design phases of future Expressway System projects. Seek opportunities to minimize required acquisitions.
  - ii. Assist in defining required property interests required for Expressway System projects, including fee simple acquisitions, permanent easements, temporary construction easements and rights of entry.
  - iii. Develop ROW cost estimates based on project scope, market conditions, and acquisition strategy.
  - iv. Identify ROW-related risks and potential cost drivers that may affect project delivery.
  - v. Provide surveying and mapping services in accordance with THEA and FDOT

standards, including:

- a. Control surveys and location surveys
- b. ROW maps, sketches, and exhibits
- c. Legal descriptions (in coordination with licensed surveyors)
- d. Photogrammetry, LIDAR and aerial/drone imaging
  - i. Provide title search services
  - ii. Provide expert witness testimony in administrative and judicial proceedings related to engineering needs for property acquisition or condemnation.
  - iii. Provide support for any acquisition, negotiation, closing and order of taking, relocation assistance, property management, preparing right-of-way records, production management, and litigation as requested by the Authority.
- f. **Engineering and Design Support** - The GEC shall provide engineering and design support services to assist the Authority in the development and delivery of all THEA projects and agency initiatives. These tasks may include, but are not limited to, the following:
  - i. Develop and maintain a Design Standards and Expectations Manual that standardizes THEA's requirements, expectations, and processes related to the engineering design of THEA projects. The manual shall be based on the FDOT Design Manual (FDM) and supplemented or modified, as appropriate, to reflect THEA-specific preferences, practices, and procedures. The manual shall include standards and guidance related to system aesthetics, maintenance preferences, Intelligent Transportation Systems (ITS) Master Plan, and THEA's General Toll Requirements (GTR). The GEC shall review and update the manual at least annually, or as directed by THEA, to reflect revisions to the FDM and feedback from THEA staff and design consultants. All updates shall be subject to THEA review and approval.
  - ii. Develop an integrated, program-level master production schedule encompassing all CIP projects using the Critical Path Method (CPM). This schedule shall be tailored for the selected delivery method of each project and will be used for program oversight, resource planning, and procurement coordination for all project phases. Coordinate with Authority staff to establish standardized activities, logic ties, durations, and milestone definitions to ensure consistency across projects and consultants. Update the schedule at a frequency directed by THEA as well as following major project changes. The master production schedule is intended to support program-level planning and decision-making and shall not supersede project-specific CPM schedules required under individual consultant or construction contracts.
  - iii. Develop detailed, project-specific scopes of services for use in the procurement of engineering design services or technical studies to be performed by other consultants. These scopes shall include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services.
  - iv. Participate in scope clarification meetings with selected design consultants to provide technical clarification and interpretation of project requirements, assumptions, constraints and coordination requirements reflected in scopes of services. The GEC shall assist THEA in identifying and resolving scope ambiguities, gaps, or conflicts and

- in evaluating potential innovations or alternative approaches proposed by selected design consultants during the procurement process.
- v. Perform design phase reviews and provide written technical comments on engineering deliverables prepared by design consultants at defined milestones. These comments will focus on compliance with applicable standards, consistency with THEA requirements, biddability, constructability, maintainability, and alignment with project scope, budget, and schedule. For alternative delivery projects, the GEC will provide these discipline reviews in coordination with the CEI and participate in comment resolution meetings to obtain Released for Construction (RFC) plans. For each project, the GEC will submit a plan depicting assigned reviewers with relevant expertise to ensure all technical disciplines are properly covered.
  - vi. Risk Mitigation - the GEC shall assist THEA in proactively identifying, assessing, and managing project risks.
    - 1. Identification of schedule, cost, right-of-way, utility, permitting, and stakeholder risks during procurement and early design phases.
    - 2. Support development of risk mitigation strategies and risk allocation approaches.
  - vii. Provide utility coordination support to assist THEA in identifying, evaluating, and managing utility impacts associated with capital improvement and maintenance projects. The GEC shall function as a technical coordinator and liaison to support timely project delivery, minimize conflicts, and reduce risks related to utilities. THEA anticipates these GEC services would be needed for design build deliveries and intends to include utility coordination in scopes for consultant designed projects.
    - 1. Review available utility records, surveys, Subsurface Utility Engineering (SUE) data, and design plans to identify existing and proposed utility facilities within project limits.
    - 2. Assist THEA in identifying potential utility conflicts and relocation needs during design and construction.
    - 3. Assist THEA in confirming that utilities are appropriately addressed in design documents, including identification of relocations, protections, adjustments, and sequencing.
    - 4. Work directly with Utility Agency Owners (UAOs) to develop utility work schedules associated with relocations, adjustments or protections.
    - 5. Assist THEA in tracking progress of utility work relative to agreed-upon utility work schedules. Identify deviations from planned schedules and support coordination efforts to resolve conflicts or delays.
  - viii. The GEC shall support the Authority in the preparation and documentation of FDOT Design Variations and Design Exceptions required for projects delivered in accordance with the FDOT Design Manual (FDM) and applicable FDOT standards. The GEC shall provide technical analysis, justification and documentation to assist THEA in variation and exception approvals in a timely and defensible manner.
  - ix. Provide stakeholder coordination support to assist THEA in planning, developing, and delivering projects in coordination with affected agencies, organizations, and third parties. The GEC shall function as a technical liaison and facilitator to support effective communication, issue resolution, and alignment of project objectives, schedules, and requirements.

1. Anticipated stakeholders include the City of Tampa, Hillsborough County, FDOT District 7, FDOT Central Office and CSX Transportation.
2. Participate in stakeholder meetings, workshops, and technical coordination sessions, as directed by THEA. Assist in documenting stakeholder input, commitments, constraints, and action items for incorporation into project development and delivery.
- x. Perform traffic engineering analysis necessary to evaluate existing conditions and future improvements.
- xi. Prepare and update construction cost estimates at key design milestones, including preliminary, intermediate, and final design stages. Estimates shall reflect the level of design detail available and may include quantities, unit costs, assumptions, risk considerations, and escalation factors as appropriate.
- xii. Provide traffic studies and engineering analysis to determine capacity, level of service, travel times, delays, turning movements, signalization and forecast of traffic as needed.
- xiii. Provide geotechnical exploration and geotechnical engineering support to assist THEA in the planning, design, and delivery of capital improvement projects. Services under the task are intended to support early risk identification, design development and constructability. Develop geotechnical investigation plans in coordination with THEA staff.
  1. Perform geotechnical field exploration activities, including borings, in-situ testing, groundwater observations and sampling, in accordance with applicable standards and THEA requirements.
  2. Prepare geotechnical reports and technical memoranda documenting subsurface conditions and engineering recommendations.
  3. Provide geotechnical support during construction, including review of submittals, response to requests for information, and evaluation of differing site conditions.
- xiv. Provide environmental permit coordination support to assist THEA in identifying and obtaining required environmental permits for capital improvement projects.
  1. Assist THEA in identifying required environmental permits based on project scope, location, and anticipated impacts.
  2. Coordinate preparation of environmental permit application packages, including assembling drawings, exhibits, technical data, and supporting documentation.
  3. Serve as a technical liaison between THEA, design consultants, and regulatory agencies, as directed by THEA. Participate in pre-application and coordination meetings related to environmental permitting.
  4. Coordinate and assist with preparation of responses to Requests for Additional Information (RAIs) and agency comments. Support revisions to permit application materials and technical documentation to address agency concerns and obtain approved permits.
- xv. Provide technical coordination support to assist the Authority in coordinating CSX Transportation (CSX) for projects with the potential to affect rail facilities. Assist the Authority in identifying projects with potential impacts to CSX right-of-way, track, structures or crossings. Initiate early technical coordination with CSX to identify constraints, requirements, review processes, and potential risks associated with proposed work.

1. Coordinate with design consultants and CSX to support review of concept plans, preliminary and final design submittals affecting CSX facilities. Support incorporation of CSX comments and requirements into design documents. Determine appropriate insurance requirements necessary for work in CSX ROW.
  2. Assist the Authority in coordinating CSX requirements related to construction agreements, flagging services, inspection services and insurance requirements.
- xvi. The GEC shall provide specifications review, pay item review and quality assurance support. The GEC shall function as an independent technical reviewer to help ensure that contract specifications are complete, constructible, and consistent with approved project scope and applicable standards.
1. Review contract specifications, technical special provisions, supplemental specifications, and special contract requirements prepared by design consultants or design-build teams.
  2. Review and evaluate proposed Technical Special Provisions to ensure appropriate justification for deviations from standard specifications, clear performance criteria and measurable requirements and consistency with plan details, quantities, and pay items
  3. Review proposed contract pay items and pay item notes prepared by design consultants. Evaluate proposed pay items for consistency with applicable FDOT Standard Specifications and Basis of Estimates (BoE), where applicable.
- xvii. Attend meetings and site visits as required to carry out above services.

**g. Safety Support** - The GEC shall provide services to support the Authority's data driven, performance-based safety program. These tasks may include, but are not limited to, the following:

- i. Prepare the Authority's Annual System Safety Audit.
  1. Compile and analyze available safety data, including crash data, traffic volumes, and operational characteristics.
  2. Identify safety trends and potential issues using crash frequency, severity, and contributing factor analysis consistent with FDOT standards.
  3. Assist in the development of potential safety countermeasures and operational improvements for inclusion into the CIP, in coordination with Authority staff.
- ii. Prepare Quarterly Safety Reports to track system safety performance on an interim basis.
  1. Perform a traffic engineering investigation of every fatal crash occurring on the Expressway System.
  2. Compile and analyze quarterly safety data, including crash frequency and severity.
- iii. Prepare and maintain safety guidelines and safety policies for the Authority.

**h. Project Delivery Support** - The GEC shall provide comprehensive project delivery support services to assist THEA in the procurement of design and construction of capital improvement projects using a variety of delivery methods. These tasks may include, but are not limited to, the following:

- i. Professional Services Procurement Support
  1. Maintain schedules for all anticipated professional services procurements for

- submission to the Procurement Office.
2. Provide technical support to evaluation committees, including review of letters of interest and proposals, preparation of evaluation materials, and documentation of technical findings.
- ii. Bid Build Procurement Support
    1. Provide technical support during the bid period, including responses to bidder inquiries and preparation of addenda materials.
    2. Conduct pre-bid conference and site visits for construction and maintenance contracts.
    3. Assist with bid evaluation, unbalanced bid reviews and preparation of bid tabulations and award recommendations.
  - iii. Alternative Contracting Procurement Support
    1. Low-Bid Design-Build
      - a. Support development of scope, attachments and reference documents.
    2. Adjusted-Score (Best-Value) Design-Build
      - a. Support development of Request for Proposals, scope, attachments and reference documents.
      - b. Support preparation of technical proposal requirements and evaluation guidance.
      - c. Assist THEA in establishing ATC (alternative technical concepts) procedures and schedules.
      - d. Provide technical review of ATC submissions, maintaining confidentiality and compliance with procurement requirements.
  - iv. Phased Design-Build/Construction Manager/General Contractor (CMGC)
    1. Support development of Request for Qualifications, scope, attachments, risk register and reference documents.
    2. Support preparation of technical proposal requirements and evaluation guidance.
  - v. Concept Plans and Supporting Documentation
    1. Development of concept plans and technical exhibits.
    2. Compilation of attachments and reference documents, technical reports and other documentation to be incorporated into procurement packages.
  - vi. Assist the Authority in evaluating unsolicited proposals for transportation projects.
  - vii. Assist with any bid protest and provide services directly to THEA's Chief Legal Officer or designee.
  - i. **Construction Management Support** - The GEC shall provide construction support services to assist THEA in the successful delivery of construction projects. Services shall support procurement, construction engineering and inspection (CEI) oversight, risk management, as well as claims avoidance and resolution. These tasks may include, but are not limited to, the following:
    - i. Develop and maintain an Expectations Manual that standardizes THEA's requirements,

- expectations, and processes related to CEI management of THEA projects. The manual shall be based on the FDOT Construction Project Administration Manual (CPAM) and supplemented or modified, as appropriate, to reflect THEA-specific preferences, practices, and procedures. The GEC shall review and update the manual at least annually, or as directed by THEA, to reflect revisions to the CPAM and feedback from THEA staff and CEI consultants. All updates shall be subject to THEA review and approval.
- ii. Develop detailed, project-specific scopes of services for use in the procurement of CEI services to be performed by other consultants. These scopes shall include project descriptions, objectives, deliverables, assumptions, constraints, and coordination requirements identified by THEA departments and applicable external stakeholders. The GEC shall prepare independent staff hour estimates commensurate with the scope and complexity of the services.
  - iii. Develop construction durations using the CPM method for capital improvement projects that account for MOT phasing, utility coordination and other constraints.
  - iv. Assist in performing quality assurance reviews of CEI teams and provide feedback and proposed corrective actions as necessary.
  - v. Assist in providing independent construction claim reviews including cost and schedule impacts. Provide negotiations support and Disputes Review Board (DRB) preparation for claim resolution.
  - vi. Provide surveying support for pre-construction earthwork survey, ROW verification, construction layout verification and other needs, as directed by the Authority.
  - vii. Assist in MOT reviews and work zone safety audits.
  - viii. Assist in project closeout with final estimate audits and maintenance of project warranties.
  - ix. As directed by the Authority, prepare and maintain a monthly report of construction project status for the Authority. This report shall include actual and anticipated payout curves, tracking of Florida Transportation Commission performance measures as well as SBE participation.
  - x. Provide appropriate experience level Deputy Project Management support to assist THEA PM with project oversight.
- j. Maintenance Support** - The GEC shall provide maintenance oversight and support services to assist THEA in managing, monitoring, and improving the condition, usage, performance, and reliability of the Authority's assets. These tasks may include, but are not limited to, the following:
- i. Develop and maintain an Expectations Manual that standardizes THEA's requirements, expectations, and processes related to maintenance of THEA facilities. The manual shall be based on appropriate FDOT manuals and procedures and supplemented or modified, as appropriate, to reflect THEA-specific preferences, practices, and procedures. At a minimum, it shall include:
    - 1. Performance Based Contracting Expectations and Requirements
    - 2. Maintenance Rating Program (MRP) methodology and testing frequency
    - 3. Maintenance preferences to inform design of new infrastructure projects
    - 4. Maintenance responsibility delegation for construction projects

5. Bridge inspection procedures and requirements
  6. Maintenance Inspection Requirements and record keeping for audit purposes.
- ii. Assist in procurement, administration, oversight, and quality assurance of the Authority's Maintenance Program. This includes the administration of the Asset Maintenance Contract, ensuring compliance with contract requirements, performance measures and work schedules.
    1. Develop detailed, specific scopes of services for use in the procurement of various maintenance contracts (including asset maintenance). These scopes shall include appropriate performance or frequency-based criteria and appropriate liquated damages.
    2. Provide day-to-day oversight of the asset maintenance contractor, including verification of field activities and participating in weekly progress meetings.
    3. Provide routine inspection of all assets on the Authority's system, with an emphasis on cleanliness, functionality and safety.
    4. Review and track routine maintenance and work orders to ensure timely, high-quality work.
    5. Review asset maintenance invoices, ensuring appropriate damages are deducted from payment amounts.
    6. Provide evaluation of asset maintenance contractors, including support of the Maintenance Rating Program (MRP) vendor. Assist in MRP score tracking and improvement planning to meet THEA and FTC requirements.
    7. Provide oversight and inspection support of additional tasks contracted with the asset maintenance contractor.
  - iii. Assist in oversight of the Authority's structures inspection program to ensure compliance with all applicable Federal Highway Administration (FHWA) National Bridge Inspection Standards (NBIS) and FDOT Bridge Management and Inspection requirements.
    1. Develop and maintain tracking systems to ensure all NBIS inspection frequencies are met.
    2. Review inspection reports for technical accuracy, completeness, coding consistency, and compliance with applicable manuals and policies. These reviews shall include field verification of inspection findings and recommended corrective actions.
    3. Provide quality assurance of bridge work order corrective actions and tracking of open work orders to closeout.
    4. Provide recommendations for bridge rehabilitation projects based on inspection report data and engineering judgment.
    5. Provide support for emergency response inspections following storms, impacts, or other incidents affecting structural integrity.
  - iv. Provide structural engineering services related to bridge load rating and capacity evaluations.
    1. Perform or review bridge load ratings in accordance with current AASHTO, FDOT, and FHWA requirements.

2. Validate existing load ratings and update as necessary based on inspection findings, structural changes or deterioration.
  3. Provide recommendations for posting and posting avoidance.
- v. Provide engineering support to assist with the review, processing, and approval of third-party permit applications received by the Authority for work within or affecting Authority right-of-way or facilities.
1. Perform technical reviews to verify completeness and compliance with pertinent Authority and FDOT standards.
  2. Review permits for impacts to Authority assets, operations and capital projects as well as maintenance of traffic (MOT), lane closure requests, and work hours.
  3. Prepare recommendations for approval with appropriate conditions and stipulations.
  4. Provide periodic field inspection of permit, ensuring all requirements and stipulations are met.
  5. Monitor permit expiration dates, extensions and close out documentation.
- vi. Provide support for the oversight and compliance of stormwater ponds and related drainage assets, including compliance with Southwest Florida Water Management District (SWFWMD) as well as National Pollutant Discharge Elimination System (NPDES) requirements.
1. Provide qualified personnel to conduct periodic inspections of stormwater facilities to assess condition, functionality, sediment accumulation, erosion and access.
  2. Evaluate pond performance for conformance to original design intent.
  3. Identify and prepare corrective action plans for any deficiencies.
  4. Assist THEA in submission of inspections to the appropriate authorities.
- k. Emergency Response Support** - The GEC shall provide support for emergency storm operations, incident response, and recovery activities affecting the expressway system. These tasks may include, but are not limited to, the following:
- i. The GEC shall provide support to the Authority before, during, and after hurricanes and other severe weather events.
    1. Develop and maintain hurricane response plans and provide training to THEA staff to ensure maximum preparedness prior to the start of hurricane season. This may include table-top exercises.
    2. Prior to anticipated storm events, coordinate with THEA, FDOT District 7, City of Tampa, construction contractors the asset maintenance contractors and other stakeholders to ensure all pre-storm preparations are coordinated effectively. Identify recovery resources to pre-stage at appropriate locations on the Authority's facilities to maximize response.
    3. Immediately following the passage of the storm, dispatch inspection crews to assess the condition of the Authority's facilities. Identify damage, flooding and debris.
    4. In coordination with THEA and the asset maintenance contractor, assist in triage of damage and prioritization of recovery efforts to re-open Authority facilities to traffic as quickly as possible. Evaluate the need for temporary and permanent repairs.

5. As directed by THEA, complete scopes and designs for the procurement of emergency contracts to complete repairs caused by storms. Provide CEI services for the coverage of these emergency contracts.
  6. As directed by THEA, prepare Detailed Damage Inspection Reports (DDIRs) for submission to the Federal Highway Administration (FHWA) for reimbursement for eligible storm damage.
  7. Prepare after-action reports and suggest improvements for inclusion in the Authority's hurricane response plan.
- ii. The GEC shall provide support for the response to emergencies on Authority facilities that could impact infrastructure (such as bridge hits or fires).
1. In coordination with THEA, perform rapid assessment of affected facilities after incidents.
  2. Provide recommendations on temporary or permanent corrective actions.
  3. As directed by THEA, complete scopes and designs for the procurement of emergency contractors to complete repairs caused by incidents.
  4. Provide general oversight of the repairs.
- I. Traffic Operations Support-** The GEC shall provide support for the operations (including reversible express lanes (REL) operation), monitoring, incident reporting, and other coordination related to the expressway system. These tasks may include, but are not limited to, the following:
- i. Review and optimize existing Standard Operations Procedures (SOPs) to maximize the efficiency of REL operations based on existing and anticipated traffic volumes as well as engineering judgment.
  - ii. Coordinate with THEA and City of Tampa staff to ensure the REL operates on City holidays when traffic demand exists.
  - iii. Work with the THEA's Traffic Management Center (TMC) to ensure REL is swept and clear prior to reversals, including removal of abandoned or disabled vehicles.
  - iv. In coordination with the TMC, first responders and the asset maintenance contractor, identify and report known traffic incidents to THEA staff. Include location, duration, traffic impacts, response actions as well as follow up notification when lanes are cleared.
  - v. Provide qualified individuals who can perform operational support services and management of THEA's Traffic Management Center (TMC)
  - vi. Conduct detailed traffic operations studies and capacity analyses to identify and correct capacity deficiencies on the Expressway System.
  - vii. Direct, develop, and update engineering plans which address security, safety enhancement, and THEA's evacuation procedures.
- m. Tolls Support**
- i. Assist in planning and design requirements for toll collection facilities and equipment.
  - ii. Serve as THEA's technical representative with respect to automated electronic toll collection (AET), open road tolling, video tolling, and ITS and traffic operations projects and maintenance of THEA's fiber optic network and ITS infrastructure.

- iii. Support the planning and development of operating procedures and support activities related to day-to-day operations, training, and knowledge transfer. Provide qualified engineers, consultants, organizations, vendors and contractors to perform engineering analysis, design, installation and testing of specialized tolls devices, and communications and networking systems for the Authority's Traffic Operations and ITS system-wide needs.
  - iv. Provide qualified individuals to perform toll equipment related construction engineering and inspection, and maintenance services for THEA's advanced ITS traveler information and traffic management systems.
  - v. Perform analysis and design work related to storm protection of toll related operational assets, facilities and equipment. Hire specialized sub-consultants/contractors, as necessary, to perform any necessary repairs or corrections.
  - vi. Provide engineering expertise in the areas of Radio Frequency (RF), automatic vehicle identification (AVI), vehicle classification technology and revenue collection systems and related technologies.
  - vii. Assist in managing, scheduling and performing toll systems related hardware and software testing.
  - viii. Support the development of and review cyber security compliance.
  - ix. Developing policy and legislation related to tolling and the collection of tolls
  - x. Monitoring legislative activities impacting the Authority and recommending modifications to the Authority systems and/or operations to remain in alignment with modified state and regional legislation and/or policies
  - xi. Developing procurement documents (e.g. RFPs, RFQs, contract/boilerplate, technical and functional requirements, interface control documents, KPIs, as well as evaluation, scoring, pricing worksheets, addendums, etc.) and support procurement related activities for toll systems and toll operations.
  - xii. Assist in design, development, planning, recommendation, implementation and support of programs related to toll collection operations, call center operations, violation enforcement operations, back office processing systems, and other revenue collection activities and customer service needs within the toll industry.
- n. Information Technology (IT) Support** - The GEC shall provide support for planning, procurement, implementation, oversight, and management of IT-related initiatives and systems. These tasks may include, but are not limited to, the following:
- i. Assist Authority staff with the development and review of scopes of services, technical requirements, and performance specifications for IT-related procurements.
  - ii. Identify and review applicable contracts for cooperative purchasing agreements, and other available procurement vehicles for potential use by the Authority (“piggybacking”) for IT-related services.
  - iii. Provide technical advisory services and research related to industry standards and best practices for information technology and cybersecurity services
  - iv. Provide project management and technical support services for IT-related projects as requested by the Authority.
- o. Intelligent Transportation Systems (ITS) Support**
- i. Serve as THEA's technical representative with respect to ITS and traffic operations

- projects and maintenance of THEA's fiber optic network and ITS infrastructure.
- ii. Provide qualified engineers, consultants, organizations, vendors and contractors to perform engineering analysis, design, installation and testing of communications and networking systems for the Authority's Traffic Operations and ITS system-wide needs.
  - iii. Provide qualified individuals to perform construction engineering and inspection, and maintenance services for THEA's advanced ITS traveler information and traffic management systems.
  - iv. Coordinate ITS needs with THEA's work program and budget projections and identify funding needs related to capital improvements, routine maintenance, and renewal/replacement of ITS equipment.
  - v. Review contractor/consultant performance of services to determine adequacy of work performed as reported in requests for progress payments.
- p. Communications Support** – The GEC shall provide communications and public involvement support services to assist the Authority in effectively communicating program and project information to the public and stakeholders. These tasks may include, but are not limited to, the following:
- i. Assist THEA staff with development and review of communications strategies for capital project and Authority programs.
  - ii. Provide communications support for long-range planning efforts, strategic plans and workshops, including messaging coordination and presentation materials.
  - iii. Support crisis and incident communications, including coordination with Authority staff during emergencies, major incidents, or weather events.
  - iv. Support planning and execution of public involvement activities, including public meetings, open houses, and community outreach events.
  - v. Prepare exhibits, maps, presentation materials, and graphics for public meetings, professional workshops/conferences as well as outreach efforts.
  - vi. Support communications related to construction activities, lane closures, detours and maintenance operations.
  - vii. Assist in development of construction communications plans and messaging to minimize public disruption and improve customer awareness. Coordinate messaging with contractors, CEI teams, and other consultants as directed by THEA.
  - viii. Represent THEA at industry functions and meetings, as directed by the Authority.
- q. Asset Management/GIS Support** - The GEC shall provide support for the Authority's asset management program for roadway, bridge, drainage, ITS, and related infrastructure assets. These tasks may include, but are not limited to, the following:
- i. Assist the Authority in developing and maintaining asset inventories for the Authority's facilities. This may include identification of asset types, attributes, condition data, and lifecycle information; coordination with design, construction, operations, and maintenance activities; and support for data collection, validation, and documentation. The GEC may assist in integrating asset data from multiple sources into a consistent and usable format to support Authority decision-making.
  - ii. Develop and maintain a linear referencing system to update and validate asset data accuracy for future capital projects and maintenance activities. Assist the Authority with scope language to include in future projects to ensure new or revised asset

- management data is efficiently obtained.
- iii. Develop and maintain condition assessment scales for assets classes as directed by the Authority. Create and maintain plan for frequency and scope of condition assessments to ensure accurate data.
  - iv. Develop and maintain accurate lifecycle cost estimates using latest condition data and estimation of future deterioration. This includes prioritization of maintenance and rehabilitation projects to include in future capital investment plans.
  - v. Develop and maintain GIS datasets related to transportation assets, right-of-way maps, leases, facilities, construction project records, maintenance activities, utilities, and other Authority infrastructure.
  - vi. Assist with development of maps, dashboards, and reports to support asset-based decision-making and performance metric tracking.
  - vii. Ensure GIS data complies with established standards for accuracy, metadata, projection, and attribution.
  - viii. Support migration of legacy datasets and consultant-provided GIS deliverables. Establish GIS deliverable requirements for design consultants, contractors, and third-party vendors.
  - ix. Provide qualified individuals who can collect, review and update ITS asset information in THEA's ArcGIS database.

**r. Industry Innovation Support**

- i. Provide a designated program manager responsible for staying up to date on current industry advances and opportunities in innovative technology, mobility, AI, data analytics, camera detection, tolling and general innovations emerging and being deployed in the transportation space.

**s. Other Services**

- i. Provide minor design services on assigned projects, as directed by the Authority.
- ii. Provide minor CEI services on assigned projects, as directed by the Authority.
- iii. Provide administrative support on an as needed or emergency basis, as directed by the Authority.
- iv. Provide services for property inventory and management.
- v. Assist the Authority in developing and maintaining an electronic document control and filing system to archive pertinent project and agency records.
- vi. Perform miscellaneous tasks related to the Authority's building management and maintenance. This shall include evaluations and recommendations for repair for structural, MEP, HVAC, life safety, elevator systems and other components, as directed by the Authority.

**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 Authority, ("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, 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 the contract.
- 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 Contract" between THEA and "Name of Insured" and shall state the Contract Number assigned for the contract 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 the contract, 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 contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. 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 contract, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for the contract.
- 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 the contract.
- 11) The insurance coverages and limits required of the INSURED under the contract 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 the contract, 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) PROCUREMENT DEPARTMENT  
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 contract. 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 the contract.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the contract, THEA may terminate or suspend the contract, 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 the contract.
- 15) INSURED shall fully comply with the insurance requirements of the contract 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 contract, 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 contract 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 contract.

- 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 the contract.
- 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 the contract 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 contract 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 the contract.

- 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 the contract)	\$2,000,000
Aggregate (not specific to the contract)	\$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 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 THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and THEA has accepted the services under the contract.

- 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 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 THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and THEA has accepted the services under the contract.

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

**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 the contract 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