



**LETTER OF RESPONSE (LOR) INSTRUCTIONS AND
SUBMITTAL DOCUMENTS**

FOR

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

THEA No. O-00520

Dated: June 12, 2020

RESPONSIBLE DEPARTMENT

Judith Villegas
Engineering Project Manager
Expressway Operations

PROCUREMENT DEPARTMENT

Man Le, PMP
Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740, Extension 135
Email: Man.Le@tampa-xway.com

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

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**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ADVERTISEMENT

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY
LETTER OF RESPONSE ~ No. O-00520
Construction Engineering and Inspection (CEI) Services for the
Twiggs Street Improvements Design-Build Project

Tampa Hillsborough Expressway Authority (THEA) in Tampa, Florida is soliciting Letters of Response (LOR) from Firms/Respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide CEI services for the project known as the Twiggs Street Improvements Design-Build Project (THEA Project No. O-00820). The project extends from Nebraska Avenue to Meridian Avenue. Only firms with FDOT pre-qualifications for CEI services at the time of the submittal are eligible for selection. Selection will be made from the Letters of Response package. Responses will be evaluated and ranked on the following criteria: Understanding the Scope, Qualifications and Experience of Key Personnel, Quality Assurance, Communication, Workload, and SBE Utilization.

Interested firms will obtain a copy of the LOR Instructions and Submittal Documents and submit a completed Response Package to THEA at Man.le@tampa-xway.com. **Response Packages are due by 2:00 p.m., July 2, 2020** at which time THEA will publicly open the responses via Zoom virtual meeting.

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

The LOR Instructions and Submittal Documents are available through the DemandStar System (www.demandstar.com) or through an email request to Man.Le@tampa-xway.com. **RESPONDENTS WHO OBTAIN THE LOR INSTRUCTIONS AND SUBMITTAL DOCUMENTS FROM SOURCES OTHER THAN CITED ABOVE ARE CAUTIONED THAT THE DOCUMENTS MAY BE INCOMPLETE.**

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

Questions concerning this LOR **must** be directed by email to Man Le, THEA Procurement Manager at Man.Le@tampa-xway.com.

[END OF ADVERTISEMENT]

Posted on DemandStar and THEA's website beginning Friday, June 12, 2020.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION A

**GENERAL INFORMATION AND GENERAL
CONDITIONS**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the
Twiggs Street Improvements
Design-Build Project**

THEA LOR No. O-00520

SECTION A
GENERAL INFORMATION AND GENERAL CONDITIONS

1. General Information:
 - 1.1 Instructions to Respondents
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 - 1.3 Procurement Process
 - 1.4 Schedule of Events
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 - 1.9 Questions about this LOR Solicitation or the Project
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 - 2.20 Conflicts of Interest
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 - 2.22 E-Verify System
 - 2.23 ~~Use of Other Governmental Contracts~~
 - 2.24 Notice of Protest
 - 2.25 Response Package Review

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO RESPONDENTS:

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

1.2 ATTACHMENTS:

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

1.3 PROCUREMENT PROCESS:

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

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

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

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

1.4 SCHEDULE OF EVENTS:

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

**SCHEDULE OF
EVENTS**

DATE	DESCRIPTION	LOCATION
Friday, June 12, 2020	LOR Advertisement Published	DemandStar System THEA Vendor list & website
Friday, June 23, 2020 @ 5 p.m.	Deadline for Respondent's submission of questions to THEA	Email to Man.Le@tampa-xway.com
Tuesday, June 26, 2020	Deadline for THEA to respond to Respondent's questions	THEA Website & Demandstar
Thursday, July 2, 2020 @ 2 p.m.	Deadline for Submitting Proposal Package	Email to Man.le@tampa-xway.com
Friday, July 10, 2020	Evaluation committee evaluate response package for ranking of firms	Zoom Virtual Meeting TBA
Friday, July 10, 2020	Posting of Notice of Intended Final Ranking	THEA Website & Demandstar
Monday, July 27, 2020	Board Approval of Final Ranking and Authorization to Negotiate Contract	TMC - 1 st floor 1104 E Twiggs Street Tampa, FL 33602
Tuesday, July 28, 2020	Posting of Notice of Board Approval of Final Ranking	THEA Website & DemandStar
Friday, August 28, 2020	Anticipated Execution Date	

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

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

1.6 SPECIAL ACCOMMODATIONS:

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

1.7 INFORMATION SESSION: NOT APPLICABLE

1.8 ELECTRONIC DISTRIBUTION SYSTEM:

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

Obtaining solicitations through DemandStar ensures Respondents have the following capabilities:

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

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

1.9 QUESTIONS ABOUT THIS LOR SOLICITATION OR THE PROJECT:

All requests for interpretation, clarification or questions about the LOR solicitation process or the Project **must be in writing**, addressed to THEA, Procurement Manager, Man Le at Man.Le@tampa-xway.com.

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

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the solicitation process or the Project with the exception of the Pre-Proposal Conference.

Any such responses or supplemental instructions by THEA to the Respondents will be in the form of a Letter of Clarification or written Addendum which if issued, will be posted on the DemandStar System (www.demandstar.com) no later than the date and time stated for the **Deadline for THEA to Respond to Respondent's Questions** referenced in Paragraph 1.4, Schedule of Events.

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

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

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

1.10 COMMUNICATIONS:

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

Any communications regarding this LOR must be in writing to THEA, Attention Man Le, Procurement Manager via email at Man.Le@tampa-xway.com.

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

1.11 MODIFICATION AND WITHDRAWAL:

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

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

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

1.12 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:

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

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

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

THEA reserves the right to reject any or all responses as not responsible or non-responsive; to re-advertise this LOR; to postpone or cancel this process; to waive irregularities in the LOR process or in the responses thereto; and to change or modify the LOR schedule at any time.

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

1.12.2 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.

1.13 WAIVER OF IRREGULARITIES:

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

1.14 BINDING OFFER:

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

1.15 COST OF PREPARATION:

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

1.16 DELIVERY OF RESPONSE PACKAGE:

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

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

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

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

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

1.17 OPENING OF RESPONSE PACKAGES:

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

Respondents or their authorized agents are not required to attend the Response Opening; however the meeting is open to the public.

1.18 RESPONSE EVALUATION:

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

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

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

The Evaluation Committee shall evaluate the Response Packages and Interviews on the basis of the criteria as stated in Paragraph 1.20. The Evaluation Committee reserves the right to request additional information and clarification of any information

submitted, including any omission from the original response.

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

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

1.19 INTERVIEWS AND/OR PRESENTATIONS:

Interviews will not be required for this LOR.

1.20 EVALUATION CRITERIA:

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

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

	EVALUATION CRITERIA	Maximum Points
1.	<p><u>Understanding the Scope</u> The Consultant firm shall demonstrate their understanding of the scope of services including any unique issues involved in the construction project and their ability to meet the challenges. Assumptions (if any) should be clearly stated.</p>	20
2.	<p><u>Qualifications and Experience of Key Personnel</u> The Consultant firm shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> • Provide the name of the proposed CEI Senior Project Engineer, CEI Project Administrator/Project Engineer and names and roles of key personnel • Provide the credentials/expertise/experience of the Senior Project Engineer, Project Administrator/Project Engineer and other key individuals who are specifically licensed and/or certified to perform and/or oversee the work detailed in the scope of services • Explain the organization of its team and functional responsibilities of each subconsultant <p>Discuss the staffing quality and availability, individuals experience on similar projects</p>	25
3.	<p><u>Quality Assurance</u> The Consultant firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to this THEA contract and meets the requirements of the scope of services.</p> <ul style="list-style-type: none"> • Discuss key aspects of the firm's QA program that are most important to its success • Present their project review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews • Discuss Project QA/QC responsibilities 	20
4.	<p><u>Communication</u> The Consultant will discuss the Authority's ability to communicate with the firm's CEI Project Administrator/Project Engineer and the commitment of that Engineer in responding to the Authority.</p> <ul style="list-style-type: none"> ▪ Discuss their approach to timely review and submittal of contractor invoices, THEA personnel action requests, and committing requested personnel in a timely manner. The firm shall discuss their communication with their subconsultants. The Consultant will discuss their approach to communicating with the Authority and with the public. ▪ Discuss their approach to communications with the Design-Build Firm and how the communication will be handled between the design phase and the construction phase of the project, including issue escalation. 	20
5.	<p><u>Workload:</u> The Consultant shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.</p> <ul style="list-style-type: none"> • Identify other current and projected work that the firm has or is pursuing and their impact on the staffing for this project 	10
6.	<p><u>SBE Utilization:</u> The Consultant shall discuss the percentage of SBE utilization anticipated on this contract, including identification of proposed subconsultants.</p>	5
	TOTAL:	100

1.21 **FINAL SELECTION:**

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

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

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

1.22 **AWARD OF CONTRACT:**

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

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

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

2. **GENERAL CONDITIONS:**

2.1 **QUALIFICATIONS OF RESPONDENT:**

Each Respondent shall be a FDOT Pre-Qualified Consultant for Construction Engineering Inspection Work Types 10.1, 10.3, and 10.4.

The Respondent must include with its Response Package a completed **FORM 7 – QUESTIONNAIRE** as contained in Section C, which will provide information on Respondent's experience, and staffing for performing the work, as well as, references and past history of contract defaults, termination for cause, claims, and litigation and other information to be used to evaluate the responsibility of the Respondent for performing the work.

Failure to submit a completed **FORM 7 – QUESTIONNAIRE** shall be cause for determining the Respondent non-responsible and/or its Response Package non-responsive to the solicitation resulting in rejection and disqualification at the sole option of THEA.

2.2 PERSONNEL:

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

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

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

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

2.3 AVAILABILITY OF PERSONNEL:

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

2.4 PROJECT MANAGER:

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

The "Project Manager" shall be the single point of contact as liaison with THEA during the LOR process and during performance of the project.

The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order estimates, schedules, payment applications, directing Contractors work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the Contract.

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

2.5 CONTRACT:

The selected Respondent shall enter a Contract with THEA for this LOR with the terms and conditions as specified within this LOR Instructions and Submittal Document. A **Sample Contract** is provided for reference as **ATTACHMENT 3** in Section D.

2.6 CONTRACT DURATION:

The estimated CEI contract duration is **425** calendar days. The estimated duration is based on the maximum Design-Build contract duration of 365 days plus 10 days for services before the DB Firm's notice to proceed, 10 days for services after Final Acceptance, and an additional 10% adjustment for inclement weather. The contract duration shall be adjusted depending on the contract time proposed by the successful Design-Build Firm.

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

2.7 CONTRACT ASSIGNMENT:

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

2.8 NON-EXCLUSIVITY OF CONTRACT:

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

2.9 COMPLIANCE:

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

2.10 OWNERSHIP OF DOCUMENTS:

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

2.11 JOINT VENTURES: NOT APPLICABLE

~~Two or more firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, Florida Administrative Code.~~

~~All Respondents intending to submit a Response Package as a "Joint Venture" are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency as appropriate prior to submitting a Response Package for this LOR. For reference see, Florida Statutes, Section 489.119.~~

~~Joint Venture Firms must provide with their Response Package an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indication their respective roles, responsibilities and levels of participation for the project.~~

~~Parties to a Joint Venture **must** submit with their Response Package a Declaration of Joint Venture and Power of Attorney. A copy of the required **DECLARATION OF JOINT VENTURE AND POWER OF ATTORNEY** is contained in Section C as **FORM 10**.~~

~~If the Respondent is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the documents requiring signature of the Response Package. The Response Package shall clearly~~

~~identify who will be responsible for the various portions of the Work.~~

2.12 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 LOR and all the responses thereto are in the public domain and are available for public inspection.

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

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

2.13 INDEMNIFICATION (GENERAL LIABILITY):

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

2.14 INDEMNIFICATION (PATENT OR COPYRIGHT):

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

2.15 PUBLIC ENTITY CRIMES STATEMENT:

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

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

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.

2.16 SMALL BUSINESS ENTERPRISE (SBE) POLICY:

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

2.16.1 SBE Policy:

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

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

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

Respondent shall submit a completed Anticipated SBE Participation Statement which shall provide the details of Respondent's anticipated utilization of SBE firms during the performance of this project. A copy of the required **ANTICIPATED SBE PARTICIPATION STATEMENT** is contained in Section C as **Form 4**.

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

2.16.2 SBE EQUAL OPPORTUNITY REPORTING SYSTEM:

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

2.17 INSURANCE REQUIREMENTS:

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

2.18 BID SECURITY:

A Bid Security is not required for this solicitation.

2.19 PAYMENT AND PERFORMANCE BOND:

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

2.20 CONFLICTS OF INTEREST:

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

2.21 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria.

A company that, at the time of bidding or submitting a proposal for a new contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

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

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the Respondent/Contractor is found to have submitted a false statement or if Respondent/Contractor during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

created pursuant to Section 215.473 *Florida Statutes*, or becomes engaged in business operations in Cuba or Syria.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Package. A copy of the required **CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C as **Form 8**.

2.22 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected firm entering a contract for this LOR shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the Contractor during the term of the resulting Contract from this solicitation.

The selected Respondent entering a contract for this LOR shall also require sub-Contractors performing work or providing services during the term of the resulting Contract from this solicitation to utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the subcontractor during the term of the resulting Contract from this solicitation.

The selected firm shall provide proof of registration in the E-Verify system to THEA upon execution of a Contract.

2.23 USE OF OTHER GOVERNMENTAL CONTRACTS: NOT APPLICABLE

~~THEA reserves the right to utilize applicable contracts made available by the State and Federal Government or other governmental entities which were procured under competitive solicitation for any items covered by this specification when the use of same is in the best interest of THEA. (Reference Sections 69-1112 and 69-1119, *Laws of Florida*).~~

~~Additionally, the submission of any response to this LOR constitutes a response under the same terms and conditions, and for the same effective period, to all governmental entities.~~

~~Any State, Federal or other governmental entity may elect to utilize the selected Respondent under this LOR at their option. All State, Federal and other governmental entities will negotiate their own agreement and coordinate the requirements with the successful Respondent. THEA will not be responsible for any transactions between the successful Respondent and any other State, Federal or other governmental entities that may elect to utilize this response. As a condition of using the successful Respondent(s) from this LOR, the Governmental Entity and Bidder(s) shall hold THEA harmless from any claims or lawsuits that may arise.~~

2.24 NOTICE OF PROTEST:

2.24.1 Protests Prior to Notice of Award:

Any person wishing to protest THEA's procurement process or its solicitation documents for the procurement of services must file a Notice of Intent to Protest accompanied by a Protest Bond in the amount of \$5,000, or for such amount as set forth in the solicitation documents within 72 hours of THEA's publication of the solicitation documents, (excluding Saturdays, Sundays, and legal holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the Protesting party's position and arguments of law, including any evidence supporting the position.

2.24.2 Protests After Notice of Award:

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount of \$5,000, or for such amount as shall be set forth in the solicitation documents with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The Protest Bond

required herein shall be in addition to the Protest Bond referenced in Paragraph 2.27.1 above. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

2.25 RESPONSE PACKAGE REVIEW:

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

The **RESPONDENT'S RESPONSE PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 11**.

2.26 RESTRICTION ON CONSULTANTS ELIGIBILITY TO COMPETE FOR THIS PROJECT

A consultant firm, its affiliate, or sub-consultant that is under Contract with THEA for the development of this Request for Letters of response solicitation cannot be part of a Respondent's team proposing on this solicitation. A consultant firm, its affiliate, or sub-consultant that is part of the Design-Build Team for the Twiggs Street Improvements Project cannot be part of a Respondent's team proposing on this solicitation.

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

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION B

**PROJECT INFORMATION AND
RESPONSE REQUIREMENTS**

FOR

LETTER OF RESPONSE

**Construction Engineering and
Inspection Services for the Twiggs
Street Improvements Design-Build
Project**

LOR No. O-00520

SECTION B

PROJECT INFORMATION AND RESPONSE REQUIREMENTS

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

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

1.1 **DESCRIPTION OF PROJECT:**

Tampa Hillsborough Expressway Authority (THEA) is soliciting responses from qualified firms interested in providing Construction Engineering and Inspection (CEI) Services for the Twiggs Street Improvements Design-Build Project.

1.2 **SCOPE OF SERVICES:**

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

2. **RESPONSE REQUIREMENTS:**

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

2.1 **RESPONSE PACKAGE:**

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

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

Submittal Quantities - One (1) original via email to Man.le@tampa-xway.com shall be delivered by the date, time and at the location stated for the **Deadline for Submitting Response Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

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

Signature - All responses must be manually and duly 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 Response Package be organized, tabbed and submitted as follows:

1. **Table of Contents**

2. **Letter of Response**

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

a) Minimum Requirements:

- State the LOR Name and Number (“CONSTRUCTION ENGINEERING AND INSPECTION SERVICES, LOR Number O-00520”);
- 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 LOR process **and** during performance of the project);
- Project Manager’s Address;
- Project Manager’s Telephone Number;
- Project Manager’s Email Address;
- Statement indicating Project Manager’s number of years’ experience in support of this LOR or similar services;
- A brief statement of interest;
- A brief statement of qualifications of Respondent’s team;
- State whether or not Respondent firm is a SBE as defined by THEA SBE Policy (reference Section A, Paragraph 2.16.1);
- Identify any SBE team members;
- Statement confirming Respondent’s ability to meet the requirements of this solicitation;
- Statement confirming Respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this solicitation;

b) Past Performance:

- Respondent’s past performance and references on projects of similar type and size and roles of personnel proposed for this project on those projects.
- Respondent’s past performance demonstrating ability to meet and adhere to project schedules and budgets

c) Respondent’s Understanding of the Scope/Approach to Quality Assurance:

- Respondent’s detailed approach to provide services & willingness and ability to meet and adhere to project schedules and budgets.

d) Workload:

- Respondent’s recent, current and project workload, as well as, workforce availability to undertake THEA work.

- e) Communication:
 - Respondent's ability to communicate with the Authority, responsiveness to the Authority, subconsultants, and with the public.
 - Respondent's approach to communications with the Design-Build Firm.
- f) Qualifications and Experience of Key Personnel:
 - Detailed confirmation statement that Respondent meets the minimum requirements as described in Section A, 2, 2.1

3. **Organizational Chart**

Attach an organizational chart that includes the following:

- Identify key members of Respondent's team including the proposed CEI Senior Project Engineer, CEI Project Administrator/Project Engineer and Senior Inspector
- State firm name for key members of Respondent's team (if from a Sub-Contractor);
- Denote if Respondent firm or Sub-Contractor firms are a SBE;
- State office location (city and state) for key members of Respondent's team.

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

A maximum of 1 page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than 8½" x 11" if folded neatly to 8½" x 11".

4. **Resumes**

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

5. **Forms**

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

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 – Not Used**
- **Form 4 – Anticipated SBE Participation Statement**
- **Form 5 - Not Used**
- **Form 6 - Conflicts of Interest Statement**
- **Form 7 – Questionnaire**
- **Form 8 - Certification Regarding Scrutinized Companies List**

- **Form 9 - Acknowledgement of Receipt of Addendum**
- **Form 10 – Not Used**
- **Form 11 - Respondent's Response Package Review Checklist**

6. Staffhour Estimate

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

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

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

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION C

REQUIRED FORMS

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

SECTION C

REQUIRED FORMS

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

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Not Used
- FORM 4: Anticipated SBE Participation Statement
- FORM 5: Not Used
- FORM 6: Conflicts of Interest Statement
- FORM 7: Questionnaire
- FORM 8: Certification Regarding Scrutinized Companies Lists
- FORM 9: Acknowledgement of Receipt of Addendum Issued
- FORM 10: Not Used
- FORM 11: Respondent's Response Package Review Checklist

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

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 1 – DECLARATION OF RESPONDENT

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

DECLARATION OF RESPONDENT

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

4. Professional License Number is: _____
5. The Project Manager assigned to this contract has a current Professional License Number of _____ issued by the State of _____.
6. Federal I.D. Number: _____
7. Our primary business address is: _____
8. Our present business phone number is: _____
9. Our present fax number is: _____
10. Our present e-mail address is: _____
11. Our business has been operating under its present name since: _____

The below named Respondent affirms and declares:

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

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

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

ATTEST:

RESPONDENT:

(Witness Signature)

Firm Name

(Printed Name of Witness)

By: _____
(AUTHORIZED SIGNATURE)

(Witness Signature)

(Printed Name of Signer)

(Printed Name of Witness)

(Title of Signer)

(Date Signed)

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

STATE OF _____

COUNTY OF _____

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

(Name of Individual Signing)

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 2 – PUBLIC ENTITY CRIMES
STATEMENT**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

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 with a check mark 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

Date

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in
[Name of individual signing]

the space provided above on this _____ day of _____, 20____.

_____ My commission expires: _____
Notary Public

[Notary Seal]

[END OF FORM 2 – PUBLIC ENTITIES CRIME STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 4 – ANTICIPATED SBE
PARTICIPATION STATEMENT**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

ANTICIPATED SBE PARTICIPATION STATEMENT
FOR TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Project Number: _____

Number: _____

Prime Contractor Name: _____

Contract Dollar Amount: _____

Is the prime contractor an SBE as described in THEA's Policy adopted February 25, 2002?
(Yes___) (No___)

Expected amount of contract dollars to be subcontracted to SBE(s): \$ _____

It is our intent to subcontract _____% of the contract dollars to SBE(s). Listed below are the proposed SBE sub-contractors _____ (to the extent known, please indicate whether the company holds, Minority, Women or Disadvantaged Business Enterprise Status.):

<u>SBE(s) Name</u>	<u>Type of Work/Specialty</u>	<u>Dollar Amount/Percentage</u>	<u>Minority Status</u>
--------------------	-------------------------------	---------------------------------	------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Submitted by: _____

Title: _____

E-mail Address: _____

Telephone No.: _____

Fax Number: _____

Date: _____

[END OF FORM 4 – ANTICIPATED SBE PARTICIPATION STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 6- CONFLICTS OF INTEREST
STATEMENT**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

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

OR

- The undersigned firm, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, contracts or property interest for this solicitation and project.

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

[END OF FORM 6 – CONFLICTS OF INTEREST STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 7 - QUESTIONNAIRE

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

QUESTIONNAIRE

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

1. **BUSINESS INFORMATION:**

1.1 Name of Primary Contractor (Bidder): _____

1.2 Location of primary office which will handle this project:

1.3 Business Organization:

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

b) With same person in top management position: _____

c) Under present name: _____

d) Number of years in Florida: _____

e) Total number of full-time staff: _____

f) Additional part-time staff: _____

g) States in which you have performed activities: _____

2. **MINIMUM QUALIFICATIONS:**

2.1 **Minimum Requirements:**

This Project requires that **Prime Contractor:**

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

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

3. **EXPERIENCE AND REFERENCES:**

3.1 Experience:

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

a. Total Dollar value _____

b. Number of Contracts _____

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

- a. Dollar Value _____
- b. Number of government projects _____

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

3.2.1 **Project # 1:**

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

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

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

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.2 Project # 2:

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

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

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

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.3 Project # 3:

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

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

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

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

4. STAFF:

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

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

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

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

[END OF FORM 7 - QUESTIONNAIRE]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 8 - CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

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

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may **not** bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondent / Bidder Name: _____

Respondent /Bidder FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

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

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

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

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 8 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 9 – ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this Solicitation?

Yes

No

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

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

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 9 – ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 11 – RESPONDENT’S RESPONSE
PACKAGE REVIEW CHECKLIST**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

RESPONDENT’S RESPONSE PACKAGE REVIEW CHECKLIST

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

Proposal Format	Section Title
	1. Table of Contents
	2a. LOR – Minimum Requirements and Statement of Qualifications
	2b-2d. LOR – Past Performance, Approach/Understanding, Workload
	2e. LOR - Communication
	2f. LOR - Qualifications and Experience
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 – Not Used Form 4 - Anticipated SBE Participation Statement Form 5 – Not Used Form 6 - Conflicts of Interest Statement Form 7 - Questionnaire Form 8 - Certification Regarding Scrutinized Companies List Form 9 - Acknowledgement of Receipt of Addendum Form 10 – Not Used Form 11 - Respondent’s Response Package Review Checklist
	6. Staffhour Estimate

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

 Name of Person Responsible for LOR

 Date

 Title of Person Responsible for LOR

 Company Name

[END OF FORM 11 - RESPONDENT’S RESPONSE PACKAGE REVIEW CHECKLIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION D

ATTACHMENTS

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

SECTION D

ATTACHMENTS

1. SBE Policy
2. Insurance Requirements, Coverages and Limits
3. Sample Contract
4. Scope of Services
5. Letters of Clarification (when issued)
6. Addendum (when issued)

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 1 – SBE POLICY

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

The Tampa-Hillsborough County Expressway Authority

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

(Adopted February 25, 2002)

1. Introduction

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

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

2. Definition of SBE

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

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

3. SBE Outreach Liaison

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

4. Mechanisms for promoting Equal Opportunities in Contracting

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

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

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

b) Outreach Plans For Prime Contractors and Firms: THEA encourages all firms and contractors seeking Design and Construction Contracts to actively pursue obtaining bids and QUALIFICATIONS from SBEs. THEA shall require such firms and contractors to submit an SBE Outreach Action Plan that outlines their efforts in actively pursuing such bids and QUALIFICATIONS.

c) Monitoring and Collection of Information: THEA shall monitor utilization of SBEs on Design and Construction Contracts to determine the extent to which firms and contractors provide equal employment and contracting opportunities to SBEs.

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

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

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

d) Progress Payments: THEA's Design and Construction Contracts may contain such special provisions for progress payments as deemed reasonably necessary to encourage SBE participation.

e) Sheltered Market Component: The Executive Director may recommend to the Board, from time to time, that certain contracts be made available only to SBEs. Such designated projects and/or contracts or portions of contracts shall be based on economic feasibility. The Executive Director may waive or modify bid bonds and performance and payment bonds under the Sheltered Market Component utilizing the same guidelines as subsection (f) below.

f) Waiver or Modification of Bonding: So long as consistent with, and within the limits established by State Law, the Executive Director may waive or modify bid bonds and performance and payment bonds normally required or accept alternative forms of security to the extent reasonably necessary to encourage participation from SBEs. An alternative form of security shall be in the form of cash, cashier's check, or irrevocable letter of credit, and shall be subject to the same conditions as the bond required for the contract. In reducing the level or types of bid bonds and performance and payment bonds normally required of SBEs, the Executive Director should take precautions to ensure that THEA and any third parties will be adequately protected.

5. Procedures and Annual Report to THEA Board

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

awards made in the fiscal year to SBEs.

6. Compliance with Federal Regulations.

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

7. Contracts controlled by Executive Director

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

REVISED: March 29, 2004

TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

/s/ J. Thomas Gibbs

J. Thomas Gibbs, Chairman

Approved as to Form and Legal Sufficiency:

/s/ Steven A. Anderson

Steven A. Anderson, Esq.

Ruden McClosky Smith Schuster & Russell, P.A.

General Counsel

[END OF ATTACHMENT 1 – SBE POLICY]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 2 – INSURANCE
REQUIREMENTS, COVERAGES AND LIMITS**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

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

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

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that the THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under this AGREEMENT.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between THEA and "Name of Insured" and shall state the Contract Number assigned for the AGREEMENT between THEA and the INSURED.
- 6) The INSURED shall deliver to the THEA, within ten (10) days from the receipt of a Notice of Award of this AGREEMENT, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the AGREEMENT, the insurance will commence on or prior to the effective date of the AGREEMENT and will be maintained in force throughout the duration of the AGREEMENT. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the AGREEMENT, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for this AGREEMENT.
- 9) INSURED authorizes the THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA's request, INSURED shall provide copies of the policies at no cost to the THEA, subject to redaction by the INSURED of any proprietary information.

- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by the THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in this AGREEMENT.
- 11) The insurance coverages and limits required of the INSURED under this AGREEMENT are designed to meet the minimum requirements of the THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide the THEA with thirty (30) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in this AGREEMENT, except for the application of the Aggregate Limits Provisions.

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

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

- 13) The THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the AGREEMENT. Neither the approval by the THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by this AGREEMENT.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in this AGREEMENT, the THEA may terminate or suspend this AGREEMENT, or, at THEA's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of the THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under this AGREEMENT.
- 15) INSURED shall fully comply with the insurance requirements of this AGREEMENT unless excused in writing by the THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the AGREEMENT, there are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the THEA without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy THEA premises in connection with the AGREEMENT until the required insurance is in force, preliminary evidence of insurance acceptable to the THEA has been provided to the THEA and the THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the AGREEMENT.
- 19) Upon request, the INSURED shall promptly make available a certified, true and exact

copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA's review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under this AGREEMENT.

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

B. INSURANCE COVERAGES and LIMITS:

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

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

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

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

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

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

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

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

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

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

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

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to this AGREEMENT)	\$2,000,000
Aggregate (not specific to this AGREEMENT)	\$1,000,000

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”.**

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

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

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

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

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

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

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the LOR Instructions and Submittal Documents package at Section A, Paragraph 2.17.

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

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

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

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 3 – SAMPLE CONTRACT

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

SAMPLE AGREEMENT

Between

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

and

[]

For

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

THEA CONTRACT NO. O-00520

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2020 ("**Effective Date**"), by and between the **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY Authority**, a public body politic and corporate and agency of the State of Florida, organized and existing under the Laws of Florida ("**Authority**"), whose address is 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602, and [], ("**Contractor**"), a corporation duly existing under the laws of the State of Florida, whose local address is [].

WHEREAS, the Authority is created and established to construct, reconstruct, improve, extend, repair, maintain, and operate the "Expressway System", pursuant to Part IV, Chapter 348, Florida Statutes; and

WHEREAS, pursuant to Section 348.54, Florida Statutes, the Authority has been granted the power to make contracts of every name and nature and to execute all instruments necessary or convenient for the conduct of its business and for carrying out the purposes of the Authority; and

WHEREAS, in response to the Authority's competitive solicitation process known as Letter of Response, Construction Engineering and Inspection Services for the Twiggs Street Improvements project, LOR O- 00520, the Contractor submitted its proposal on []; and

WHEREAS, the Authority has identified Contractor is a highly qualified provider of the required services and requested Contractor to perform Construction Engineering and Inspection Services ("**Services**") as more particularly described in the Attachment 4, Scope of Services as contained in Exhibit "A" herein and incorporated hereto by reference; and

WHEREAS, the Authority agrees to compensate the Contractor for the Services, as authorized and described herein, and in accordance with the Method of Compensation attached hereto and made a part hereof as

Exhibit "C" and Contractor agrees to perform such Services in accordance with the Attachment 4, Scope of Services as contained in Exhibit "A" herein and as further described herein and authorized by Task Order(s) issued in the form of Sample Task Order Form attached hereto as Exhibit "D" and incorporated herein and made a part hereof by reference; and

NOW, THEREFORE, in consideration of the mutual covenants herein made and the benefits to accrue to the parties, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS.

The above recitals are true and correct and are incorporated herein.

2. SERVICES AND PERFORMANCE.

2.01 The Authority hereby retains the Contractor pursuant to the terms set forth in this Agreement and services to be performed by or on behalf of the Contractor is hereinafter described in the Scope of Services, Attachment 4 as contained in Exhibit "A" to this Agreement.

2.02 Before making any additions or deletions to the Services described in this Agreement or in the Scope of Services, Attachment 4 as contained in Exhibit "A" that are essential to the completion of Services and which require additional compensation, the parties shall negotiate any changes or revisions to such Services and any necessary cost changes and shall enter into a supplemental written agreement providing for such modifications and the compensation to be paid therefore. Such supplemental agreement(s) may also be described on a Task Order in the sample form attached hereto as Sample Task Order Form, Exhibit "D," and such agreement(s) that will exceed the approved Project budget are subject to the approval of the Authority's governing Board. Upon execution, any such supplemental agreement(s) and/or Task Orders shall be attached hereto and incorporated herein by reference.

2.03 The Contractor's Proposal submitted for this Project was evaluated, in part, based upon the qualifications of the Contractor's organization and upon the qualifications of key personnel presented in the Proposal. The Contractor agrees and acknowledges that it will provide the full complement of staff required to perform the Services, including the specific individuals named in its Proposal. The specific key personnel named in the Contractor's Proposal shall remain assigned for the duration of the Project, unless otherwise agreed to in writing by the Authority.

2.04 In the event Contractor 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. The Authority shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the Project.

2.05 The Contractor's Proposal submitted for this Project designated from its staff a qualified "Project Manager" having at least 5 years of experience in performing and/or administering similar types of work as this Project. The "Project Manager" shall be the single point of contact as liaison with the Authority and administering the Agreement for the Contractor. The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order Estimates, schedules, payment applications, directing Contractors 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 Agreement.

2.06 The Contractor shall function as an extension of the Authority's staff by providing qualified technical and professional personnel to perform the Services assigned under the terms of this Agreement. The Contractor shall be expected to operate without extensive oversight and direction and to represent, advance, and further the interests of the Authority throughout all aspects and phases of the Project.

2.07 The Contractor and its subContractors agree to provide the Services in accordance with the generally accepted standards of ethical and professional practice and in accordance with all applicable laws, rules, regulations, ordinances, codes, decrees, policies, standards or other guidelines issued by those governmental agencies which have or may claim jurisdiction over all or any portion of the Services. Contractor has represented to the Authority during the selection process that the Contractor possesses that level of skill, knowledge, experience, and expertise that is required to perform the Services.

2.08 The Contractor shall perform the Services to the reasonable satisfaction of the Authority. All questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement regarding the prosecution and fulfillment of the Services or the character, quality, amount, or value thereof, which cannot be settled by mutual agreement of the parties shall be first attempted to be resolved by non-binding mediation, then settled by recourse to litigation under Florida Law, subject to the additional provisions of Sections 9 through 11.

2.09 The Services of the Contractor have been and will be rendered as an independent contractor and not as an employee. In this regard, the Contractor shall not be deemed as an employee of the Authority for purposes of any tax or contribution levied by the Federal Social Security Act or any corresponding state law with respect to employment or compensation for employment, and the Contractor shall file all tax forms required of an independent

contractor.

2.10 The Authority will be entitled at all times to be advised, at its request, as to the status of work being done by the Contractor and of the details thereof. Coordination will be maintained by the Contractor with the Authority, or other agencies interested in the Project on behalf of the Authority.

2.11 The Contractor shall permit inspections of its Services by the Authority or its designee, if requested by the Authority.

2.12 Contractor agrees to provide Project Schedules and Progress Reports in a format acceptable to the Authority at intervals established by the Authority. The Authority's Executive Director and/or its designee(s) shall meet with the Contractor's key personnel to plan for performance of work activities and staffing levels to be provided by the Contractor. The closest collaboration and cooperation shall be maintained by the Contractor with authorized representatives of the Authority, or of other agencies and organizations designated by the Authority.

2.13 All plans, tracings, reports, drawings, maps, estimates, specifications, computer records, survey notes, reports, records management programs, and any other data, deliverable, and material, and any part thereof, created, compiled, prepared or obtained by or on behalf of the Contractor pursuant to this Agreement, as well as all data collected, together with summaries and charts derived therefrom and together with all materials and data furnished to the Contractor by the Authority, are instruments of service in respect to the Project hereunder and shall upon payment to Contractor for Services rendered hereunder be and remain the property of the Authority without restriction or limitations on its use will be made available, upon request, to the Authority at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Authority of said document(s), the Authority will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Contractor will not copyright any material and products or patent any invention developed under this Agreement. The Authority agrees that it will not make any modifications to the signed and sealed documents of the Contractor or allow or enable others to reuse such documents without the prior written consent of the Contractor, which consent shall not be unreasonably withheld.

2.14 All final plans, documents, reports, studies and other data prepared by the Contractor shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Authority of Business and Professional Regulation, and guidelines published by the Authority, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

3. TERM.

3.01 Subject to the termination provisions set forth in this Agreement shall be for 425 calendar days.

3.02 The Contractor shall be instructed to commence the Work identified as described in the Scope of Services of Attachment 4 in Exhibit "A" by written Notice to Proceed instruction in the form of a Task Order Authorization in the sample form attached as Exhibit "D", which requires Contractor's signature denoting its acknowledgement and acceptance under the same terms and conditions.

3.03 The Work identified to be performed under this Agreement shall be commenced within four (4) calendar days after the date established as Day Number One in the Notice to Proceed. Whether or not the Notice to Proceed has been issued, Contractor will not be permitted to commence or continue work efforts if all conditions precedent to commencement under the Agreement have not been satisfied.

3.04 Upon the Authority's acceptance of the work and Substantial Completion, the Contractor shall be instructed to commence the work identified as set forth in the Scope of Services of Attachment 4 in Exhibit "A" by written Notice to Proceed instruction in the form of a Task Order Authorization in the sample form attached as Exhibit "D", which requires Contractor's signature denoting its acknowledgement and acceptance under the same terms and conditions.

3.05 Upon the Authority's acceptance of the work and Substantial Completion, the Contractor shall be instructed to commence the work identified as set forth in the Scope of Services of Attachment 4 in Exhibit "A" by written Notice to Proceed instruction of a Task Order(s) Authorization in the sample form attached as Exhibit "D", which requires Contractor's signature denoting its acknowledgement and acceptance under the same terms and conditions.

3.06 Upon execution, Task Orders shall be attached hereto and incorporated herein by reference.

3.07 In the event it becomes impracticable or impossible for the Contractor to complete the expected services within the term of this Agreement due to delays on the part of the Authority or circumstances beyond the control of the Contractor, The Agreement may be extended. An extension of the Agreement must be in writing. In the event there are delays caused by the Authority in approval of any of the materials submitted by the Contractor or if there are delays occasioned by circumstances beyond the control and without fault or negligence of the Contractor which delay the scheduled Project completion date, the Authority may grant an extension of time equal to the aforementioned Project schedule delay, as a minimum by issuance of a Time Extension Letter.

3.08 It will be the responsibility of the Contractor to ensure at all times that sufficient time remains in the Project Schedule within which to complete the services on the Project. In the event there have been delays which would

affect the Project completion date, the Contractor will submit a written request to the Authority which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. The Authority will review the request and make a determination as to granting all or part of the requested extension.

3.09 In the event time for performance of the scheduled Project services expires and the Contractor has not requested, or if the Authority has denied, an extension of the Project Schedule completion date; partial progress payments will be stopped on the date time expires. No payment shall be made for work performed after the Project Schedule completion date until a time extension is granted or all work has been completed and accepted by the Authority if the Agreement term has not expired.

4. COMPENSATION AND PAYMENT.

4.01 The Authority agrees to compensate the Contractor for Services performed under this Agreement, as described in the Method of Compensation, Exhibit "C" and in authorized Task Order(s) in the sample form attached hereto as Exhibit "D".

4.02 The Contractor shall submit one (1) original of its monthly invoice in a form acceptable to the Authority no more than thirty (30) calendar days after the end of the billing period. Such invoice shall include (a) a breakdown of authorized Services as set forth in individual Task Orders, and (b) information with respect to the Contractor's utilization of SBE Sub-Contractors. Invoices based on Services provided on an upset-limit basis, must be submitted to the Authority in detail sufficient for a proper pre-audit and post-audit thereof.

4.03 The Contractor shall pay all Sub-Contractors their proportionate share of payments received from the Authority within thirty (30) days after receipt of such payment.

4.04 When reimbursement is sought for pre-authorized travel expenses, such invoices shall be submitted and paid within the guidelines of Section 112.061, Florida Statutes.

4.05 Records of costs ("Records") incurred under terms of this Agreement will be maintained by the Contractor for the entire term of the Agreement and for a period of three (3) years after the later of (a) final acceptance of a project by the Authority; (b) the end of the term of the Agreement; or (c) until all claims (if any) regarding the Agreement are resolved. Final acceptance is defined as when a project or service has been satisfactorily completed, as determined by the Authority, and at which time the Contractor shall be given written notice of final acceptance. Incomplete or incorrect entries in such Records shall be grounds for disallowance by the Authority of any fees, expenses, or costs based upon such entries. Records of costs incurred shall include the Contractor's general accounting records and project records, together with supporting documents of the Contractor and all Sub-Contractors performing services under the Agreement, and all other records of the Contractor and Sub-Contractors

that are considered necessary by the Authority for a proper audit.

4.06 If a payment is not made to the Contractor within forty (40) days of receipt of an approved invoice, a separate interest penalty at a rate established pursuant to Section 218.74, Florida Statutes, will be due and payable to the Contractor. Invoices that are returned to the Contractor because of preparation errors or uncompleted or Services not in compliance with the terms herein will result in a delay in the payment and are not subject to the 40-day payment provision.

4.07 Within ten (10) working days of receipt of either Services or invoice, whichever is later, the Authority shall notify the Contractor if such Services or invoice is unacceptable. The Authority reserves the right to withhold payment for Services not completed, or Services not completed in accordance with the terms herein, or Services that are deemed inadequate or untimely by the Authority. Any payment withheld will be released and paid to the Contractor within a reasonable time when Services are subsequently satisfactorily performed.

4.08 Effect of Payments. No payment by the Authority shall relieve the Contractor of its obligation to deliver timely the Services required under this Agreement. If after approving or paying for any service, product, or deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and, if the Contractor fails to correct or cure the same within a reasonable period of time and at no additional cost to the Authority, the Contractor shall return any compensation received therefore. No compensation shall be made for revisions to the Contractor's or Sub-Contractor services or deliverables required due in any way to the error, omission, or fault of the Contractor, its employees, agents, Sub-Contractors. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Contractor pursuant to the terms of this Agreement upon providing the Contractor prior written notice thereof.

4.09.1 The Contractor hereby certifies, covenants and warrants that wage rates and other factual unit costs provided the Authority to support the compensation are accurate, complete and current as of the date of this Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which the Authority determines the Agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within one year following the end of the Agreement.

4.09.2 For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by the Authority, whichever is later.

5. INDEMNITY.

5.01 The Contractor will indemnify, save, and hold harmless the Authority, its members, officers, agents, representatives, and employees from any claim, loss, suit, action, demand, liability, damage, cost, charge, and expense, including but not limited to reasonable attorneys' and paralegal fees (at trial and on appeal), to the extent caused by any negligent act, error, omission, recklessness, or intentional misconduct by the Contractor, its agents, employees, or Sub-Contractors during the performance of Services under this Agreement. The Contractor, its agents, employees or Sub-Contractors shall not be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Authority or any of its officers, agents, or employees during the performance of this Agreement.

5.02 If either party receives a notice of claim for damages that may have been caused by the Contractor in the performance of Services required of the Contractor under this Agreement, such party shall promptly evaluate the claim and report its findings to each other. The Authority and the Contractor will evaluate the claim and report their findings to each other within seven (7) working days from the date the last party received notice of such claim. The Authority's failure to notify the Contractor of a claim within seven (7) working days will not release the Contractor from any of the requirements of this section upon subsequent notification by the Authority to the Contractor of the claim.

5.03 The parties agree that one percent (1%) of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the Authority to the Contractor for the Contractor's indemnity agreement.

6. INSURANCE.

6.01 The Contractor shall not commence any work until insurance of the types listed in the Insurance, Requirements, Coverages, and Limits, Attachment 2 of Exhibit "A", to this Agreement have been obtained. Contractor agrees to provide Certificate(s) of Insurance to the Authority. Such insurance shall be maintained in full force and effect during the term of this Agreement or for a longer term as may be otherwise provided hereunder. All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable to the Authority. All insurance coverages required of the Contractor shall be primary over any insurance or self-insurance program carried by the Authority. The Authority's approval or disapproval of Contractor's insurance shall not release the Contractor and Sub-Contractors of their respective obligations to exercise due care in the performance of their duties.

6.02 The Certificate of Insurance shall include the following statement: "The policy(ies) will not be cancelled or materially changed during the period of coverages without at least thirty (30) days prior written notice addressed to the Authority, Attention: Contracts Department, at the address set forth in this Agreement or such other address as may hereafter be specified. The Authority reserves the right to review a copy of such policy or policies upon request.

7. TERMINATION AND DEFAULT.

7.01 The Authority may terminate this Agreement unilaterally in whole or in part at any time the Authority deems it in its interest to effectuate such termination by providing thirty (30) days written notice of such intention. The Authority also reserves the right, with or without cause, to terminate any one or any combination of Services to be rendered by the Contractor without terminating the Agreement. Termination of the Agreement by the Authority shall occur as follows:

7.02 **Termination for Cause.** If the Authority determines the performance of the Contractor is not in compliance with the terms herein, the Authority may notify the Contractor of the deficiency with the requirement that the deficiency be corrected within a specified time ("Corrective Period"), but not less than 10 days. Upon Contractor's failure to correct the stated deficiency, the Agreement will be terminated at the end of the Corrective Period.

7.03 **Termination Without Cause.** If the Authority opts to terminate the Agreement or portions thereof for no stated reasons, the Authority will notify the Contractor of such termination, with instructions as to the effective date of work stoppage or specify the stage of work at which the Agreement is to be terminated.

7.04 If the Agreement is terminated under these provisions before performance is completed; the Contractor will be paid for the Services provided and expenses incurred in compliance with the requirements of this Agreement to the date of termination. Payment is to be on the basis of substantiated costs, not to exceed an amount, which is the same percentage of the contract price as the amount of Services satisfactorily completed called for by the Agreement. All Services in progress shall be deemed the property of the Authority and shall be promptly delivered at no expense to the Authority at the address set forth above, unless directed in writing to another location.

7.05 The Contractor may cancel this Agreement only by mutual consent of both parties.

8. MISCELLANEOUS PROVISIONS.

8.01 **Public Entity Crime Information Statement.** The Contractor represents that it is not currently

on the convicted vendor list as provided in its Proposal under "Public Entity Crime Information Statement." The Contractor also represents that its sub-Contractors are not currently on the convicted vendor list, and that it shall notify the Authority immediately if, during this Agreement, it or its sub-Contractor(s) is placed on said list. A person or affiliate who has been placed on the said list following a conviction for a public entity crime may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

8.02 **Publicity.** No information relative to the existence or the details of the Services or the Work shall be released by Contractor, either before or after completion of the Project, for publication, advertising or any commercial purposes without Authority's prior written consent.

8.03 **Public Records.** The Contractor and sub-Contractors shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement. Specifically, if the Contractor is acting on behalf of the Authority, the Contractor must:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Contractor;
- (b) Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no costs, to the Authority all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provide to the Authority in a format that is compatible with the information technology systems of Authority.
- (e) The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the

Authority a copy of the Contractor's response to each such request.

8.03.1 Contractor's failure to grant such public access will be grounds for immediate termination of this Contract by the Authority pursuant to Section 8, Termination and Default.

8.04 **Audit Right.** Authority shall have the right to audit the books, records, and accounts of Contractor that are related to this Project. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

8.05 **Record Retention.** Contractor and its sub-contractors shall make available records, at reasonable times for examination and audit by Authority, financial records, supporting documents, statistical records, and any other documents including books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form, and other supporting evidence to satisfy contract negotiation, administration, and audit requirements of the Authority and/or the governmental agencies providing grant funds pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a period of three years from completion of the Project.

8.05.1 If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by Authority to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for Authority's disallowance and recovery of any payment upon such entry.

8.06 **Sub-Contractors.** The Contractor shall maintain an adequate and competent staff for the purpose of performing the Services hereunder. The Contractor may associate and utilize specialists for the purpose of rendering its Services hereunder, without additional costs to the Authority, other than those costs negotiated within the limits and terms of this Agreement. The Contractor shall require each authorized sub-Contractor or subcontractor to adhere to the appropriate provisions of this Agreement. The Contractor guarantees the payment of all just claims for materials, supplies, tools or labor and other just claims against it or any sub-Contractor in connection with this Agreement.

8.07 **Unauthorized Aliens.** The Authority will consider the employment by Contractor or its sub-Contractors of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this Agreement, by the Authority, if the Contractor knowingly employs unauthorized aliens.

8.08 **Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act.** During the performance of Services under this Agreement, Contractor agrees that it will comply with all federal, state, and local laws and ordinances applicable to the Services or payment for Services thereof, and will not discriminate against any employee or applicant for employment because of race, age, creed, color, gender, national origin, or disability.

8.08.1 Contractor agrees that it will comply with all federal, state and local laws and ordinances applicable to the Services or payment for Services thereof and will not unlawfully discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the American with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by Authority, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

8.08.2 Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

8.08.3 Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, terminal, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.08.4 Contractor shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall

include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

8.08.5 Contractor shall in all solicitations or advertisements for employees placed by or on behalf of Contractor state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin, or state that Contractor is an "Equal Opportunity Employer".

8.08.6 Contractor agrees to and shall post in conspicuous places, available to employees and applicants or employment notices setting forth the provisions of these Equal Employment Opportunity Clauses.

8.09 **E-Verify.** Contractor shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of:

- (a) All persons employed by the Contractor during the term of the Contract to perform employment duties within Florida; and
- (b) All persons, including subcontractors, assigned by the Contractor to perform work pursuant to this Agreement with the Authority.

8.09.1 Contractor shall provide proof of registration in the E-Verify system to the Authority upon execution of this Agreement. Documentation evidencing Contractor's registration in the E-Verify system shall be incorporated herein and made a part hereof as Exhibit "F".

8.10 **Drug-Free Workplace.** Contractor agrees and certifies that it either has or that it will establish a drug-free work place.

8.11 **SBE Policy.** The Contractor agrees to enhance contracting opportunities for Small Business Enterprises, as defined in the Authority's SBE Policy adopted on February 25, 2002, (as amended), as contained in Attachment 1 of Exhibit "A" and incorporated herein by reference. Contractor agrees to comply with the Authority's SBE Policy in its efforts to achieve its anticipated level of SBE participation, as proposed in its Proposal on Form 5, Anticipated SBE Participation Statement of Exhibit "B".

8.11.1 In the event the Contractor is found to be in non-compliance with the Authority's SBE Policy, or fails to perform good faith efforts to include SBE Firms on the project to meet or exceed Contractor's commitment as submitted with its Proposal on Form 5, Anticipated SBE Participation Statement of Exhibit

“B”, the Authority may impose sanctions against the Contractor including, but not limited to:

- (a) Withholding payments to the Contractor under the Contract until the Contractor remedies the “Anticipated SBE Participation Statement” deficiency;
- (b) Termination of the Contract;
- (c) Debarment of the Contractor from bidding on future Authority projects.

8.11.2 The Contractor understands that it is the responsibility of the Authority to monitor Contractor's compliance with the SBE Policy. In that regard, the Contractor agrees to furnish to the Authority monthly reports, using forms and/or formats acceptable to the Authority, on the progress of its SBE participation.

8.12 **Entire Agreement.** This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

8.13 **Severability.** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

8.14 **Successors and Assigns.** Authority and Contractor bind themselves, their successors, assigns, executors, administrators and other legal representatives to the other party hereto and to successors, assigns, executors, administrators and other legal representatives of such other party in respect to all terms and conditions of this Agreement.

8.15 **Assignment:** The Contractor shall not sublet, assign, or transfer any Services or obligation under this Agreement without the prior written consent of the Authority. Responsibility for sublet, assigned or transferred Services shall remain with the Contractor.

8.16 **Contingency Fee.** Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this

provision, Authority shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

8.17 Waiver of Breach and Materiality. Failure by Authority to enhance any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.18 Scrutinized Companies: In executing this Agreement, Contractor certifies that it is not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or engaged in business operations in Cuba or Syria.

8.18.1 Pursuant to Section 287.135(5), Florida Statutes, Contractor agrees that the Authority may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 Florida Statutes, or becomes engaged in business operations in Cuba or Syria during the term of this Agreement.

8.19 Venue. The parties agree that venue lies in Hillsborough County, Florida, for any action brought under the terms of, or to enforce, this Agreement; and the Contractor hereby waives any and all privileges and rights it may have under Chapter 47, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience.

8.20 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Judicial Circuit of Hillsborough County, Florida, the venue situs, and shall be governed by the laws of the State of Florida.

8.21 Legal Fees and Costs. The parties agree that in the event that it should become necessary for either party to employ an attorney to enforce any of its rights hereunder, the prevailing party shall be

entitled to reimbursement of all costs and expenses, including attorney's fees and paralegal fees (at both trial and appellate court levels) which may reasonably be incurred or paid at any time or times by it in connection therewith.

8.22 **Counterparts.** This Agreement may be executed in several counterparts and each counterpart shall constitute an original of this Agreement.

8.23 **Truth-in-Negotiation.** Signature of this Agreement by Contractor shall act as the execution of a truth- in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current as of the date of this Agreement. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the Authority determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

8.24 **Access to Records.** The Contractor and Sub-Contractors shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement. Upon receipt of any such public record request, the Contractor shall immediately notify the Authority of such request and fully cooperate with the Authority in responding to such request.

9. WAIVER OF JURY TRIAL AGREEMENT.

9.01 Each party, by the execution hereof, knowingly, voluntarily and intentionally waive, for themselves and their respective successors and assigns, (including sub-Contractors and joint venture parties) any right which any one of them may have to a trial by jury in respect to any litigation, action, suit or proceeding (whether at law or in equity) based on this agreement and any amendment or addition to the agreement, or any course of conduct, course of dealing (whether oral or written) or actions of any party or their respective officers, principals, partners, employees, agents or representatives in connection with the agreement, whether arising in contract, tort or otherwise. No party shall seek to consolidate any such litigation, action, suit or proceeding in which a jury trial cannot be or has not been waived with any other action in which a jury trial has been waived. This provision is a material and mutual inducement to enter into this agreement.

9.02 If for any reason the foregoing waiver is declared or found by a court of competent jurisdiction to be invalid, illegal or unenforceable, then the provisions of Section 10 – Binding Arbitration shall govern.

9.03 The Contractor shall provide and require in any agreements with Sub-Contractors and material suppliers for this provision to be included in whole as it appears in this contract. Further, notwithstanding the requirement of the preceding sentence, the waiver of jury trial set forth in this section shall be deemed incorporated into any and all agreements between the Contractor and Sub-Contractors and/or material suppliers for the provision of services or materials under this agreement.

10. BINDING ARBITRATION (IF WAIVER OF JURY TRIAL IS UNENFORCEABLE).

10.01 If the provisions of Section 9 - "Waiver of Jury Trial," are found to be unenforceable, all claims, disputes and controversies between the Authority and the Contractor shall be decided and resolved by binding arbitration. The arbitration shall occur in Tampa, Florida, and shall be conducted by a three (3) member panel. For arbitration of claims between the Authority and the Contractor arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor agrees to resolve those claims pursuant to the Arbitration provisions of the Authority's contract with the applicable Contractor(s), which the Contractor has familiarized itself with and adopts herein by this reference. For arbitration of claims between the Authority and the Contractor, not arising out of or in any way related to a claim of the Contractor(s) against the Authority, the Contractor shall pick one arbitrator who is not an employee of or doing business with the Contractor. The Authority shall pick one arbitrator who is not an employee of or doing business with the Authority. The two selected arbitrators shall select the third arbitrator with concurrence of the Parties, unless additional parties are involved in the arbitration through consolidation or joinder and obtain authorization from the Authority and the Contractor to select a representative arbitrator. In that event, the parties shall arrive at a reasonable method for selecting the arbitrators.

11. PROCEDURE FOR BINDING ARBITRATION.

11.01 Notice of the demand for arbitration will be filed in writing with the other party to the contract. Arbitration shall be conducted in accordance with the Florida Evidence Code. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

11.02 Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the contract in circumstances where:

- a) The inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and,
- b) Such other person or entity is substantially involved in a question of law or fact which is

common to those who are already parties to the arbitration and which will arise in such proceedings; and,

- c) The written consent of the other person or entity sought to be included and of Authority and Contractor has been obtained for such inclusion, which consent shall make specific reference to this Paragraph.

11.03 In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with Sub-Contractors and material suppliers) for joinder in such arbitration proceedings, and all dispute resolution procedures set out herein as preconditions to such arbitration.

11.04 Therefore, notwithstanding Section 11.02(c) above, if a claim, dispute or other matter in question between Authority and Contractor involves the work of a Sub-Contractor, either the Authority or the Contractor may join such Sub-Contractor as a party to the arbitration. Nothing in this Paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Sub-Contractor or supplier, and against Authority, Engineer, Contractor, or any of their Contractors that does not otherwise exist.

11.05 In connection with the arbitration proceeding all participants shall be afforded pre-hearing discovery in accordance with the rules of evidence of the Florida Evidence Code. The time frames and requirements of the Florida Evidence Code may be shortened or modified by the arbitration panel at their discretion or on motion by a party if acceptable to the arbitration panel or by agreement between the parties.

12. NOTICES.

12.01 All notices or other communications regarding this Agreement shall be made in writing and shall be deemed properly delivered to the addressee at the address set forth in this Agreement or such other address as may hereafter be specified in writing by (a) hand delivery, (b) courier service or overnight service, (c) facsimile transmittal, (d) mailing of such notice or (e) by email transmission.

13. CAPTIONS.

13.01 Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, extend or describe the scope of this contract or the intent of any provision hereof.

14. ATTACHMENTS.

14.01 The documents listed below, hereto after known collectively as the “Contract Documents” are expressly agreed to be incorporated herein by reference, the same as though fully written herein or attached hereto, and made a part of without being limited thereto, this “Agreement” consists of the following:

- Exhibit "A" The full extent of documents as set forth and listed in the Table of Contents of the Letter of Response (LOR) document (known as LOR No. O-00520) dated July 28, 2020, including all forms, exhibits, attachments, and Letters of Clarification and Addendums issued thereto.
- Exhibit "B" The full extent of documents and forms executed by the Contractor as set forth and listed in the Table of Contents of the Response Package submitted by Contractor to Authority on [].
- Exhibit "C" Method of Compensation
- Exhibit "D" Sample Task Order Form
- Exhibit "E" Certificate of Insurance

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and witnessed by their respective duly authorized officials all as the dates set forth below.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

_____ By: _____
B Joseph Waggoner
y Executive Director
Date: _____

Approved as to form, content and legality:

_____ Amy Lettelleir, Esq., General Counsel

[]

By: _____
[]
[]

Date: _____

Witnesses to the signature of []:

Signature: _____

Printed name: _____

Signature: _____

Printed name: _____

[END OF ATTACHMENT 3 – SAMPLE CONTRACT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 4 – SCOPE OF SERVICES

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

FOR

**Project Description
O-00520**

**Twiggs Street Improvements
from Nebraska Avenue to Meridian Avenue
Hillsborough County**

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

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

2.0 SCOPE:

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

The project for which the services are required is:

Description: Twiggs Street Improvements Design-Build Project from Nebraska Avenue to Meridian Avenue
County: Hillsborough County
THEA Project No. O-00820
FDOT JPA Project No. 437535-1-A8/58/68-01

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

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the Authority. Such Department manuals, procedures, and memorandums are found at the State Construction Office's website.

The Authority proposes improvements to Twiggs Street that will improve traffic conditions, reduce congestion, particularly for traffic using the Selmon Expressway Reversible Lanes, and will enhance pedestrian safety. The project limits extend from west of Nebraska Avenue to east of the Meridian Avenue/Reversible Express Lanes (REL) Ramp. Improvements include:

1. Construct a third westbound lane on Twiggs Street between Meridian Avenue and Nebraska Avenue, that will function as a right-turn lane onto Nebraska Avenue.
2. Construct an overhead sign restricting westbound Twiggs Street traffic from turning left at Nebraska Avenue between 7 am and 9 am,
3. Install electronic variable message signs informing motorists when the east access driveway for the Twiggs Street Garage is open for entering traffic.
4. Modify the easterly in/out driveway to Union Train Station as shown in the Concept Plans.
5. Modify the parking lot underneath the Selmon Expressway on the south side of Twiggs Street by repaving, restriping, and placing curb and sidewalk as shown in the Concept Plans to minimize loss of parking.
6. Accommodating the additional lane on Twiggs Street will require removal of the existing sidewalk on the north side of Twiggs Street and reconstructing and relocating the sidewalk between the westerly edge of the western Union Station driveway and Nebraska Avenue

- to behind (north of) the existing bridge piers as shown on the Concept Plans. The sidewalk on the south side of Twiggs shall be relocated and reconstructed as shown on the Concept Plans. To the maximum extent practical, the reconstructed sidewalk shall be fifteen feet wide, where feasible and where right-of-way permits.
7. Mill and Resurface and Restripe the entire project limits. This includes restoring any patterned pavement that is disturbed, with similar material acceptable to the City of Tampa. Utilize FDOT Superpave asphalt materials only for all resurfacing and widening asphalt in accordance with FDOT Specifications..
 8. Replace the span-wire supported signals at Nebraska Avenue/Twiggs Street intersection with mast arm supported signals in the NE and SW corners in accordance with the approved Design Variation. Update the pedestrian signals and ITS communication connections, with product acceptable to the Authority and the Department. (FDOT Joint Participation Agreement FPN: 437535-1-A8/58/68-01).
 9. Construct drainage modifications to accommodate the proposed improvements, including: curb inlets, conversion of existing inlets to manholes, desilting of all pipes and drainage structures within the project limits, video inspecting, and adding cast-in-place pipe liners to the existing storm drain pipe within the project limits.
 10. The Design-Build Firm shall coordinate with TECO with regards to intersection lighting as required.
 11. Relocate utilities and replace or relocate ITS features as necessary.
 12. Verify that existing bridge columns meet the 600-kip vehicular collision force requirements or retrofit as needed.

The Consultant will also be required to provide Public Information staff and support for the duration of the project.

The project is being partially funded through a joint-participation agreement (JPA) with FDOT. The Consultant shall administer the project to meet all requirements of the JPA.

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

3.0 LENGTH OF SERVICE:

The CEI services for this Design-Build project shall begin upon written notification to proceed by the Authority.

Track the execution of the Design-Build Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the Authority has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the Authority and Design-Build Firm to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Design-Build Firm activities. CEI Services for work related to the JPA will not begin until approved by the Department in accordance with the JPA terms.

For estimating purposes, the Consultant will be allowed an accumulation of ten (10) calendar days to perform preliminary administrative services prior to the issuance of the Design-Build Firm's notice to proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

CEI Contract		
THEA Project ID	Estimated Start Date (Mo./Day/Yr.)	Duration (Days)
O-00520	8/28/2020	425*

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

4.0 **DEFINITIONS:**

- A. Agreement: The Professional Services Agreement between the Authority and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- B. Authority: The Tampa-Hillsborough County Expressway Authority
- C. Authority Construction Engineer: The administrative head of the Authority's Construction Offices.
- D. Authority Contract Compliance Manager: The administrative head of the Authority Contract Compliance Office.
- E. Authority Director of Expressway Operations: The Director of Construction, Maintenance, Traffic Operations, Materials, and Safety.
- F. Construction Project Manager: The Authority employee assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.
- G. Construction Training/Qualification Program (CTQP): The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
- H. Consultant: The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
- I. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- J. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- K. Department (FDOT): Florida Department of Transportation

- L. Design-Build Contract: The written agreement between the Authority and the Design-Build Firm setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- M. Design-Build Firm: The individual, firm, or company contracting with the Authority for design, furnishing of labor and materials, and performance of work for construction of the project.
- N. Executive Director: The Chief Executive Officer of the Tampa Hillsborough Expressway Authority.
- O. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- P. Joint Participation Agreement (JPA): The written agreement between the Authority and the Department setting forth the obligations of the parties thereto, including but not limited to the financial and administrative responsibilities of each party for the project.
- Q. Operations Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Maintenance Contracts for the Authority.
- R. Public Information Office: The Authority's office assigned to manage the Public Information Program.
- S. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.
- T. Resident Engineer: The Director of Expressway Operations, or it's designee, assigned to administer Construction Contracts for the Authority.

5.0 ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT

- A. The Authority on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Specification Package,
 - 3. Copy of the Executed Design-Build Contract
 - 4. Copy of the Executed JPA between FDOT and the Authority, and
 - 5. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT

6.1 Department Documents:

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are

available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired on-line at the Department's website.

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

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

6.2 Office Automation:

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

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

Current technical specifications for office automation can be viewed at:

<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm>

6.3 Field Office: Not Applicable

6.4 Vehicles:

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

6.5 Field Equipment:

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

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

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

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

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

6.6 Licensing for Equipment Operations:

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

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

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

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

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

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

8.0 PERFORMANCE OF THE CONSULTANT:

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

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

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

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

The Consultant shall ensure the Design-Build Firm conforms to all aspects of the JPA, and all payment requests related to work reimbursable under the JPA is invoiced separately from the rest of the project.

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

The Consultant shall prepare the Supplemental Agreement as a recommendation to the Authority, which the Authority may accept, modify or reject upon review. Consult with the Construction Project Manager as necessary and direct all issues, which exceed delegated authority to the Construction Project Manager for Authority action or direction.

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

9.2 Survey Control:

To the extent consistent with the provisions of the Design-Build Contract and with prior approval of the Construction Project Manager check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.3 On-site Inspection:

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

9.4 Sampling and Testing:

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

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

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

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

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

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

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

Input verification testing information and data into the Consultant furnished comprehensive construction management system supporting construction administration, field record keeping, and materials management.

9.5 Engineering Services:

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

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

- (1) Attend a pre-service meeting for the Agreement in accordance with CPAM. Provide appropriate staff to attend and participate in the pre-service meeting.
- (2) Schedule and attend a Final Estimate informational meeting with the Authority. Provide appropriate staff to attend and participate in this meeting.
- (3) Schedule and attend a meeting with the Authority Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Specialist shall attend this meeting.

In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.

- (4) Schedule and conduct a meeting with the Authority prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.

- (5) Coordinate and manage the Release For Construction (RFC) plan process.
- (6) Submit an Engineer's Certification of Compliance at the end of the project in accordance with Exhibit "C" of the THEA/FDOT JPA for this project.
- (7) Verify that the Design-Build Firm is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
- (8) Analyze the Design-Build Firm's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.
- (9) Analyze problems that arise on a project and proposals submitted by the Design-Build Firm; work to resolve such issues, and process the necessary paperwork.
- (10) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, Authority's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Authority and Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other Authority and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
- (11) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Design-Build Firm operations and to facilitate prompt processing of such information in order for the Authority to make timely payment to the Design-Build Firm.
- (12) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
- (13) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Design-Build Contract in regard to payment of predetermined wage rates in accordance with Authority procedures.
- (14) Provide a Resident Compliance Specialist for surveillance of the Design-Build Firm's compliance with Construction Contract requirements. The Resident Compliance Specialist

is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Design-Build Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, SBE/DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the Authority Contract Compliance Manager as requested.

- (15) The Authority will provide Public Information Services.
- (16) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report.
- (17) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (18) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of panoramic digital photographs at predetermined stations throughout the project. Photographic locations should be located at intervals such that the digital photographs collectively portray the majority of the visible surfaces on the Project. The digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Photographic data files comprising each digital photograph are to be supplied together with an HTML (web page) based access and display system for viewing the photographs. Original photographic data files are to be supplied for archival purposes and comprise photographic data identical in form and content to that produced by the digital camera used to capture the image. Working photographic data files are to be supplied for everyday reference purposes and comprise copies of each original photographic data file, which have been processed to a reduced pixel and color resolution (size and clarity) for distribution via CD ROM and the Internet. The access and display system should be comprised of a series of HTML files (web pages) which allow a user to view each photographic data file at random, and in a sequence which simulates the visual experience of a viewer moving through the actual Project from one photographic station to the next. The original photographic data files, working photographic data files and access and display system are to be distributed on CD ROM and portable hard disk media. The working photographic data files and the access and display system should also be maintained on a server accessible via the Internet.

9.6 Geotechnical Engineering: (Not Applicable)

The prime Consultant may engage the services of a geotechnical subconsultant to perform some of the services indicated in this section. However, the prime Consultant will be responsible to the Authority for the satisfactory performance and timeliness of these services.

The prime Consultant will be required to interact with the Authority's designated Geotechnical Engineer (AGE) office and any geotechnical subconsultant assigned to the project by the AGE office under an Authority-wide contract. All references to the AGE in the following sections implicitly include the AGE and his/her delegated representative on the project, who may be the AGE office in-house personnel or a subconsultant working for the AGE office.

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct locations and elevations, identify discrepancies, and direct the Design- Build Firm to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Design-Build Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. Inspect and verify that the Design-Build Firm has performed the foundation work in accordance with applicable FDOT Specification Section 455 and other contract documents. Provide qualified Geotechnical Engineers and CTQP qualified inspectors in Drilled Shaft/Pile Driving/Auger Cast Pile inspection, relevant to the foundation type(s) required in the plans. Schedule meetings and facilitate communications between the Design-Build Firm and any Specialty Contractors, the CEI, and the AGE as needed. Observe and verify that all work is performed in accordance with the contract documents. Assure that any specialty work is completed as necessary to accomplish its intent.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

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

10.2 Personnel Qualifications:

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

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

by the Consultant within one week of Authority notification.

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

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The Authority Construction Engineer or designee will have the final approval authority on such exceptions.

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

QUALIFICATIONS:

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

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

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

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

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

bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

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

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

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

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

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

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –

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

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Intermediate MOT

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

QUALIFICATIONS:

CTQP Final Estimates Level II

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

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

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

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

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

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

QUALIFICATIONS:

CTQP Concrete Field Technician Level I

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

CTQP Asphalt Roadway Level II

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection

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

CTQP Grouting Technician Level I

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

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting

construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

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

QUALIFICATIONS:

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

CERTIFICATIONS:

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

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

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

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

QUALIFICATIONS:

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

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety

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

OTHER:

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

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

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

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

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

QUALIFICATIONS:

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

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level I (or equivalent)

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

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

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

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

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

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

10.3 Staffing:

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

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

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

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

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

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

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work

under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

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

C. Quality Assurance Records:

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

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

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

11.2 Quality Assurance Reviews:

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

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

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

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

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate Submittal:

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

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

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

12.2 Certification:

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

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

12.3 Offer of Final Payment:

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

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority two (2) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Authority.

13.2 Invoicing Instructions:

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

The Consultant will be issued a Task Work Order for services performed under the JPA and separate Task Work Orders for all other services. The Consultant shall submit separate invoices for work reimbursable under the JPA for the invoicing period, and all other work performed for the invoicing period. Invoices which do not clearly distinguish JPA work from all other services will be rejected.

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

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

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

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

14.0 OTHER SERVICES:

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

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Design- Build Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Design-Build Firm submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFCIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA) AUTHORITY

THEA shall be the final authority in considering modifications to the Design-Build Contract for time, money or any other consideration except matters agreed to by the Design-Build Firm through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

[END OF ATTACHMENT 4 – SCOPE OF SERVICES]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 5 – LETTERS OF
CLARIFICATION
(when issued)**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 6 – ADDENDUM (when
issued)**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 7 – PURCHASE ORDER
EXAMPLE**

FOR

LETTER OF RESPONSE

**Construction Engineering and Inspection
Services for the Twiggs Street
Improvements Design-Build Project**

LOR No. O-00520

Attachment 7 Task Order Form

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY BLANKET PURCHASE ORDER FORM	
FINALIZED REQUISITION #	
VENDOR	
	<i>New Vendor</i> <i>Established Vendor</i>
DATES OF SERVICE	
	TO <i>not to exceed June 30th of the current fiscal year</i>
PROJECT NUMBER	
PROJECT NAME	
MAXIMUM APPROVED BILLINGS	\$
SCOPE OF WORK	
APPROVALS	
THEA PROJECT MANAGER	
CHIEF FINANCIAL OFFICER	Amy Lettelleir
EXECUTIVE DIRECTOR	Joseph Waggoner
VENDOR PROJECT MANAGER	
	<i>Vendor PM Email Address</i>
INVOICING TERMS	
Invoices are due no later than the 15th of each month, payable within 30 days of approval of submitted invoice. All invoices must include the Finalized Purchase Requisition number.	

THEA FINANCE DEPARTMENT - INTERNAL USE ONLY	
GP VENDOR #	
FUND	
GL ACCOUNT #	

[END OF ATTACHMENT 7 – PURCHASE ORDER FORM]