



**Request For Proposals (“RFP”)**  
**US 301 Project Development and Environmental  
Services (PD&E) Study**

**THEA PROJECT No. P-3325**

**RESPONSIBLE DEPARTMENT**

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Director of Planning and Innovation

**PROCUREMENT DEPARTMENT**

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



**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY  
EXPANDED LETTER OF RESPONSE ~ No. O-3325  
US 301 PD&E Study**

The Tampa-Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting a Request for Proposals (“RFP” including Expanded Letters of Response (ELOR) from Firms/Respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide Project Development and Environmental Services (PD&E) services for the project known as the US 301 PD&E Study. The project is to perform the appropriate level of PD&E services for the US 301 corridor from south of Big Bend Road to the Selmon Expressway. There will be no connection to I-75 in this project. Only firms with FDOT pre-qualifications for PD&E services at the time of the submittal are eligible for selection. Selection will be made from the ELOR Package and oral interviews.

The following firms participated in the development of the scope or procurement documentation for this project and are prohibited from proposing or participating with a proposer on this project.

- HNTB Corporation
- Tierra
- Element Engineering
- WSP

Selection will be made from the ELOR Packages and oral interviews or presentations. THEA will evaluate the ELOR Packages and will shortlist a minimum of three (3) but no more than five (5) respondents that will proceed to oral interviews. In its sole and absolute discretion, THEA intends to award a contract to the respondent who is determined to be the most responsive and responsible in accordance with the evaluation process described herein.

Responses will be evaluated and ranked on the following criteria: Understanding the Scope, Qualifications and Experience of Key Personnel, Environmental Assessment Approach, Engineering Approach, Public Involvement Approach and Project Management.

Interested respondents will obtain a copy of the ELOR instructions and submittal documents and submit a completed ELOR Package to THEA as referenced in Paragraph 1.4, Schedule of Events.

ELOR Packages shall include completion of the documents and required forms attached within this solicitation in Section C, Required Forms. Respondents failing to submit the Required Forms may be deemed non-responsive. The Schedule of Events containing additional important deadlines is located in the instructions and submittal documents at Section A, Paragraph 1.4.

The Instructions and Submittal Documents are available on THEA’s website, and through the OpenGov System (opengov.com), and the DemandStar System (www.demandstar.com).

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

## SECTION A

### GENERAL INFORMATION AND GENERAL CONDITIONS

#### 1. GENERAL INFORMATION:

##### 1.1 INSTRUCTIONS TO RESPONDENTS:

To be considered, responses must be made in accordance with the instructions and requirements as contained within this solicitation's corresponding sections.

##### 1.2 ATTACHMENTS:

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

##### 1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this selection will be Expanded Letters of Response (ELOR) Packages and oral interviews. It is THEA's intention to solicit responses from potentially qualified respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with one (1) respondent whose ELOR and oral interview responses are judged, through the evaluation and negotiation process, to be in the best interest of THEA in its sole and absolute discretion.

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

Respondents must submit an "Expanded Letters of Response Package" conforming to and containing all documents, forms, and information as required by the ELOR Instructions and Submittal Documents and as specifically identified in *Section B, Service Information and Expanded Letters of Response (ELOR) Requirements at Section 2.1, Expanded Letters of Response (ELOR) Package*.

THEA will evaluate and rank all responses received by the submittal date as set forth in this solicitation, or as amended by addendum, on the basis of the criteria stated herein. THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, THEA reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole and absolute discretion. A minimum of three (3) and no more than five (5) top ranked respondents will proceed to oral interviews.

##### 1.4 SCHEDULE OF EVENTS:

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

**SCHEDULE OF EVENTS**

<b>DATE</b>	<b>DESCRIPTION</b>	<b>LOCATION</b>
<b>May 30, 2025, by 5:00 PM</b>	Solicitation Published	THEA Website, DemandStar & OpenGov
<b>June 27, 2025, by 9:00 AM</b>	Deadline for respondent’s submission of questions to THEA	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>July 11, 2025, by 5:00 PM</b>	Deadline for THEA to respond to respondent’s questions	THEA Website, DemandStar & OpenGov
<b>July 25, 2025, by 9:00 AM</b>	Deadline for Submitting Expanded Letters of Response (ELOR)	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>August 15, 2025, by 12:00 PM</b>	Evaluation Committee submits scoring of ELORs to THEA Procurement Office	Email to <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a>
<b>August 20, 2025, @ 11:00 AM</b>	Evaluation Committee Meets to Confirm Scoring and Recommend Proposers for Shortlisting	Authority’s Office 1104 E. Twiggs Street Tampa, FL 33602
<b>August 21, 2025, @ 5:00 PM</b>	Posting of Notice of Intended Shortlist	Authority Website, DemandStar & OpenGov
<b>August 25, 2025, @ 1:30 PM</b>	Board Approval of Shortlist	Authority’s Office: Authority Board Room 1104 E. Twiggs Street Tampa, FL 33602
<b>September 15, 2025 @ 9:00 – 11:00 AM</b>	Oral presentations with shortlisted respondents	Authority’s Office: 1104 E. Twiggs Street Tampa, FL 33602
<b>September 30, 2025, @ 11:00 AM</b>	Evaluation Committee Meets to Confirm Scoring & Selection	Authority’s Office: 1104 E. Twiggs Street Tampa, FL 33602
<b>October 1, 2025, by 5:00 PM</b>	Posting of Notice of Intended Selection	THEA Website, DemandStar & OpenGov
<b>October 27, 2025, @ 1:30 PM</b>	Board Approval of Intended Selection	Authority’s Office: Authority Board Room 1104 E. Twiggs Street Tampa, FL 33602
<b>October 28, 2025, by 5:00 PM</b>	Posting of Final Rankings	THEA Website, DemandStar & OpenGov

**1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:**

Any changes to paragraph 1.4 Schedule of Events or meeting place/time will be posted as an addendum and published through the DemandStar System ([www.demandstar.com](http://www.demandstar.com)), OpenGov System ([opengov.com](http://opengov.com)), and is also available through a link on the THEA website ([www.tampa-xway.com](http://www.tampa-xway.com)) under the Procurement Notice section.

## 1.6 SPECIAL ACCOMMODATIONS:

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

## 1.7 ELECTRONIC DISTRIBUTION SYSTEM:

THEA advertisements for solicitations are issued electronically via the THEA Website (<https://www.tampa-xway.com/procurement/#>), DemandStar's eProcurement distribution system, and OpenGov's eProcurement distribution system. (DemandStar Contact Information: Telephone: 800-711-1712 /[www.demandstar.com](http://www.demandstar.com)), (OpenGov Contact Information: <https://opengov.my.site.com/support/s/contactsupport>)

Obtaining solicitations documents through DemandStar and OpenGov ensures respondents have the following capabilities:

- a) Receipt of Expanded Letters of Response (ELOR) Instructions and Submittal Documents electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of rankings and contract awards;

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

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

## 1.8 QUESTIONS ABOUT THIS SOLICITATION OR THE SERVICES:

All requests for interpretation, clarification or questions about the procurement process or the services **must be in writing**, addressed to THEA, Procurement Office at [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com).

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

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the procurement process or the services requested.

Any such responses or supplemental instructions by THEA to the respondents will be in the form of a Letter of Clarification or written addendum which if issued, will be posted on the DemandStar System ([www.demandstar.com](http://www.demandstar.com)), OpenGov System ([opengov.com](http://opengov.com)), and the THEA website no later than the date and time stated for the **Deadline for THEA to respond to respondent's questions** referenced in Paragraph 1.4, Schedule of Events.

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

Respondents are required to acknowledge receipt of any such addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 6**.

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

#### **1.9 COMMUNICATIONS/CONE OF SILENCE:**

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

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

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

#### **1.10 MODIFICATION AND WITHDRAWAL:**

ELOR Packages may be withdrawn by written request dispatched by the respondent and received by THEA at any time prior to the deadline stated for the **Deadline for submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events.

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

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

#### **1.11 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:**

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

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

THEA reserves the right to reject, at its sole and absolute discretion, an ELOR Package if the evidence submitted by the respondent or an investigation of the qualifications and/or experience of the respondent fails to satisfy THEA's Evaluation Committee that such respondent is sufficiently qualified or experienced to carry out the obligations as required in the solicitation. THEA also reserves the right to reject all ELOR Packages to the solicitation, in its sole and absolute discretion.

THEA reserves the right to reject any or all ELOR Packages as not responsible or non-responsive; to re-advertise for the services; to postpone or cancel this process; to waive

irregularities in the procurement process or in the ELOR Package thereto; and to change or modify the procurement schedule at any time.

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

1.11.2 Examples of **non-responsive** may include, without limitation, failure to include all required information in the ELOR package, documents not properly signed, goods or services not in compliance with specifications, substitution of terms and conditions, limitation of liability, failure to comply with delivery schedule or qualification of response package contingent on another contract award.

#### **1.12 WAIVER OF IRREGULARITIES:**

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

#### **1.13 BINDING OFFER:**

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

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

There will be no pre-proposal meeting.

#### **1.15 COST OF PREPARATION:**

The cost of preparing an ELOR Package for this solicitation will be borne entirely by the respondent.

#### **1.16 DELIVERY OF ELOR PACKAGE:**

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

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

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

All ELOR Packages must be submitted in accordance with the instructions set forth within the Advertisement Instructions and Submittal Documents and specifically in accordance with the requirements of Section B.

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

### **1.17 OPENING OF ELOR PACKAGES:**

ELOR Packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Paragraph 1.4, Schedule of Events. The Procurement Office will conduct examinations of ELOR Packages for responsiveness to requirements of the RFP. Those determined to be non-responsive and not responsible will be automatically rejected. Responsive packages will be delivered to the Evaluation Committee to be evaluated.

### **1.18 ELOR EVALUATIONS:**

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

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all ELOR Packages submitted in response to this solicitation. THEA reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

The Evaluation Committee will meet to confirm their scores of the ELOR Packages and shortlist a minimum of three (3) and no more than five (5) respondents on the date, time and location stated for the **Evaluation Committee meets to confirm ELOR Package scores** referenced in Paragraph 1.4, Schedule of Events. In the event THEA receives fewer than three ELOR Packages, all respondents will be shortlisted. Respondents are not required to attend; however, the meeting is open to the public.

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

	<b>ELOR EVALUATION CRITERIA</b>	<b>Maximum Points</b>
1.	<b><u>Understanding the Scope</u></b> a) Approach of project delivery b) Schedule c) Work Plan	20
2.	<b><u>Team</u></b> a) Staff experience b) Staff Availability c) Use of teams/subs	15
3.	<b><u>Environmental Approach</u></b> a) Social and Economic Impacts b) Physical Effects c) Natural d) Cultural e) Documentation	15
4.	<b><u>Engineering Approach</u></b> a) Design/engineering b) Alternatives development c) Traffic analysis/modeling d) Emerging technologies e) Structures Drainage	25
5.	<b><u>Public Involvement Approach</u></b>	10
6.	<b><u>Project Management</u></b> a) Project Manager b) Communication Skills c) Team dynamics/relationship d) Coordination with adjacent/ongoing projects e) Quality Management Process	15
	<b>TOTAL:</b>	<b>100</b>

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

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

The ranking of respondents based on the Evaluation Committee's evaluation will be presented to THEA's Board of Directors for consideration and approval, with a recommendation, that the top ranked respondents (minimum of 3 and no more than 5) be shortlisted to advance to oral interviews as described in Paragraph 1.19.

### **1.19 INTERVIEWS:**

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

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

Each shortlisted respondent will be allotted 5 minutes for opening statements, followed by a 30-minute oral interview. A question-and-answer session or clarifying questions by the Evaluation Committee will be held until the end of the interview if time permits.

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

### **1.20 EVALUATION CRITERIA:**

The Evaluation Committee will meet to confirm their scores and final ranking of the respondents on the date, time and at the location stated for **Evaluation Committee Meets to Confirm Scores and Final Ranking of Respondents** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The oral interviews will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the evaluation are one hundred (100) points per evaluator. The evaluation committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

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

**Criteria for shortlist respondents presentations are as follows:**

	<b>PRESENTATION EVALUATION CRITERIA</b>	<b>Maximum Points</b>
1.	<p><b><u>Understanding the Scope</u></b>                      The respondent shall demonstrate their understanding of the project and the scope of services, including any unique issues involved, and their ability to meet the challenges in performing the study. This should include the firm’s understanding of the environmental approach and potential class of action. Assumptions (if any) should be clearly stated.</p>	40
2.	<p><b><u>Workplan Approach</u></b>                      The respondent will discuss their team’s approach to meeting the project schedule including demonstrating their understanding of the workload, milestones stakeholder/public coordination and logical next steps in achieving NEPA approval efficiently.</p>	15
3.	<p><b><u>Ability to Convey Experience</u></b></p> <ul style="list-style-type: none"> <li>• The respondent shall discuss the experience of qualified staff.</li> <li>• Provide the credentials/expertise/experience of the key staff and identify staff with similar level NEPA and PD&amp;E experience.</li> <li>• Explain the organization of the team, how this team can meet the unpredictable needs, and the functional responsibility of each subconsultant.</li> <li>• The Teams ability to convey the information and the ability to speak to a group will be evaluated as these services will require considerable communication with a variety of audiences. The ability to react to questions will be paramount.</li> </ul>	25
4.	<p><b><u>Quality Assurance</u></b>                      The respondent firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to these services and meets the requirement of these services.</p> <ul style="list-style-type: none"> <li>• Discuss key aspects of the firm’s QA program that are most important to the success on these types of services as unexpected requirements can be introduced.</li> <li>• Present their project review and QA/QC approach</li> <li>• Discuss project QA/QC responsibilities</li> </ul>	15
5.	<p><b><u>Workload</u></b>                      The respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.                      Identify other current and projected work that the respondent has or is pursuing and their impact on the staffing for this project.</p>	5
	<ul style="list-style-type: none"> <li>• <b>TOTAL:</b></li> </ul>	<b>100</b>

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

### 1.21 FINAL SELECTION:

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

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

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

### 1.22 AWARD OF CONTRACT:

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

Upon approval of the final ranking by the THEA Board of Directors, THEA will begin negotiations with the top ranked respondent. Negotiations will include scope clarification, discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Should THEA and the selected respondent not be able to negotiate a satisfactory contract THEA may negotiate and enter into a contract with the second highest ranked respondent.

## 2. GENERAL CONDITIONS:

### 2.1 QUALIFICATIONS OF RESPONDENT:

Each respondent shall *be a FDOT Pre-Qualified Consultant for the following PD&E Work Types*

#### Major Work (FDOT Prequalified):

2.0	Project Development & Environmental (PD&E) Studies
4.1.1	Miscellaneous Structures
4.1.2	Minor Bridge Design
6.1	Traffic Engineering Studies
6.2	Traffic Signal Timing
6.3.1	Intelligent Trans Systems Analysis & Design
6.3.2	Intelligent Trans Systems Implementation
6.3.3	Intelligent Trans Traffic Engin. Communications
7.1	Signing, Pavement Marking & Channelization
7.2	Lighting
7.3	Signalization
8.1	Control Surveying
8.2	Design, Right-of-Way, Construction Surveying
8.3	Photogrammetric Mapping

9.1	Soil Exploration
9.2	Geotechnical Classification Lab Testing
9.3	Highway Materials Testing
9.4.1	Standard Foundation Studies
13.3	Policy Planning
13.4	Systems Planning
13.5	Sub/Corridor Planning
13.7	Transportation Statistics
15.0	Landscape Architect

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

## **2.2 PERSONNEL:**

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

By submitting an ELOR Package, the respondents agree and acknowledge that they will provide the full complement of staff required to perform the services, including the specific individuals named in the respondent's proposal.

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

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

## **2.3 AVAILABILITY OF PERSONNEL:**

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

## **2.4 PROJECT MANAGER:**

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

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

The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, directing consultant's work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the contract.

**2.5 CONTRACT:**

The selected respondent shall enter into a contract with THEA for these services with the terms and conditions as specified within this solicitation's instructions and submittal document.

**2.6 CONTRACT DURATION:**

The contract duration will be for four (4) years plus two (2) one (1) year renewal options.

**2.7 CONTRACT ASSIGNMENT:**

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

**2.8 NON-EXCLUSIVITY OF CONTRACT:**

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

**2.9 COMPLIANCE:**

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

**2.10 OWNERSHIP OF DOCUMENTS:**

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

**2.11 PUBLIC RECORDS LAW:**

In accordance with Florida Statutes Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all respondents should be aware that this solicitation and all the responses thereto are in the public domain and are available for public inspection.

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

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

**2.12 INDEMNIFICATION:**

The contract will contain an indemnification clause wherein the selected respondent agrees as follows: *"To the fullest extent permitted by law, consultant shall indemnify and hold harmless the Authority, its elected officials, officers and employees, from any and all liabilities, any and all claims, including claims for equitable or injunctive relief, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of consultant, its employees, agents, officers, subcontractors and other persons employed or utilized by consultant in the performance of this agreement. It is the specific intent of the Parties hereto that the foregoing indemnification provision comply with section 725.08, Florida Statutes. It is further the specific intent and agreement of the Parties that all the contract documents of any project for which*

*consultant provided services be hereby amended to include the foregoing indemnification. Consultant expressly agrees that it will not claim, and waives any claim, that this article violates section 725.08 Florida Statutes, or is unenforceable pursuant to section 725.08, Florida Statutes. This indemnification obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section, including but not limited to any immunity from or limitation of liability to which the Authority is entitled to pursuant to the doctrine of sovereign immunity or section 768.28, Florida Statutes. This indemnification provision shall include claims made by an employee of consultant against the Authority and consultant waives any entitlement to immunity under section 440.11, Florida Statutes. This indemnification provision shall survive the termination of this agreement however terminated."*

### **2.13 PUBLIC ENTITY CRIMES STATEMENT:**

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

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

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the THEA.

### **2.14 INSURANCE REQUIREMENTS:**

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

### **2.15 BID SECURITY:**

A Bid Security is not required for this solicitation.

### **2.16 PAYMENT AND PERFORMANCE BOND:**

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

### **2.17 SUBMITTALS:**

This project will require the successful firm to provide electronic and hard copies of the required documents as listed below. These are the anticipated printing requirements for the project. The selected firm will use this tabulation for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

<u>Public Involvement:</u>	▪ Copies:
Public Involvement Plan	▪ 02
Advance Notification Package	▪ 02
Public Hearing Transcript	▪ 02
Comments and Coordination Package	▪ 02

<u>Engineering Items:</u>	▪ Copies:
Design Traffic Technical Memorandum / Report	▪ 03
Draft Preliminary Engineering Report	▪ 03
Preliminary Engineering Report (Signed and Sealed)	▪ 03
Location Hydraulics Report	▪ 02
Drainage/Pond Siting Report	▪ 02
Geotechnical Report (if applicable)	▪ 03
Conceptual Design Roadway Plan Set	▪ 03
Typical Section Package	▪ 03
Design Variations and Exceptions Package	▪ 03

<u>Environmental Items:</u>	▪ Copies:
Sociocultural Effects Report	▪ 03
Cultural Resource Assessment	▪ 05
Natural Resource Evaluation (NRE) Memorandum	▪ 05
Contamination Screening Evaluation Report	▪ 03
Noise Study Report	▪ 03
Air Quality Report	▪ 03

### **2.18 COMPUTER ANIMATION:**

The selected firm will develop this project utilizing Computer Aided Drafting and Design (CADD) systems and provide a 3D model to the THEA general engineering consultant (“GEC”). It is the responsibility of the selected firm to meet the requirements in the *FDOT CADD Manual* and coordinate with the THEA GEC to determine the 3D model requirements. The selected firm will submit final documents and files as described therein. The selected firm will find additional related information in the *FDOT Design Manual*.

The selected firm will scan all computer disks and drives for viruses prior to submitting files to the THEA. Failure to scan for viruses may result in a lower selected firm work performance evaluation.

### **2.19 CONFLICTS OF INTEREST:**

The respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 3**.

## 2.20 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its ELOR Package.

A company that, at the time of bidding or submitting a proposal for a new contract is on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

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

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the respondent is found to have submitted a false statement or if the respondent during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel.

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

## 2.21 E-VERIFY SYSTEM:

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

has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but THEA determines that respondent otherwise complied with section 448.09(1), Florida Statutes, as may be amended, THEA will notify the respondent as such, and the respondent must immediately terminate the respondent's contract with said subcontractor. If the executed agreement is terminated under section 448.095(c), F.S.: (a) such termination is not a breach and may not be considered as such; (b) respondent may not be awarded a public contract for at least one (1) year after the date on which the agreement is terminated; and (c) respondent is liable for any additional costs incurred by THEA as a result of the termination of the agreement.

The selected respondent and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a contract.

## **2.22 NOTICE OF PROTEST:**

### **2.22.1 Protests Prior to Notice of Award:**

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

### **2.22.2 Protests After Notice of Award:**

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a protest bond in the amount of \$5,000 with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The protest bond required herein shall be in addition to the protest bond referenced in Paragraph 2.27.1 above. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its procurement process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

## **2.23 EXPANDED LETTERS OF RESPONSE (ELOR) PACKAGE REVIEW:**

To assist respondents in preparing and submitting a complete ELOR Package, a checklist is included for respondent's use.

The **RESPONDENT’S Expanded Letters of Response (ELOR) PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 5**.

**2.24 RESTRICTION ON RESPONDENTS’ ELIGIBILITY TO COMPETE FOR THIS PROJECT**

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

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

## SECTION B

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

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

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

**Submittal Quantities** - One (1) electronic copy of the ELOR Package in Adobe PDF shall be delivered to THEA by the date, time, and at the location stated for the **Deadline for Submitting Expanded Letters of Response (ELOR) Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

**Format** - The response should be submitted on 8½-inch by 11-inch pages unless otherwise authorized. Each page should be typewritten and single-spaced with a font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

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

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

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

1. **Table of Contents**
2. **Expanded Letters of Response**

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

a) Minimum Requirements:

- State the RFP name and number;
- Name of Firm;
- Firm address;
- Firm telephone number;
- Project Manager's name (Project Manager will be considered the primary contact for the respondent during the procurement process **and** during performance of the scope of services);

- Project Manager's address;
- Project Manager's telephone number;
- Project Manager's email address;
- Statement indicating Project Manager's number of years' experience in support of this RFP or similar services;
- A brief statement of interest;
- A brief statement of qualifications of respondent's team;
- Statement confirming respondent's ability to meet the requirements of this RFP.
- Statement confirming respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this RFP.

### **3. Respondent's Understanding of the Scope**

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

### **4. Team**

Please explain your team membership and each organization's roles and lead(s) by area of expertise. PD&E being an inter-disciplinary exercise requires a mix of disciplines and areas of expertise. Being able to bring that expertise to the project and work with THEA is an important quality of the successful firm, this is more than an organizational chart.

#### **Organizational Chart**

Attach an organizational chart that includes the following:

- Identify key members of respondent's team including the proposed Project Manager and names and roles of other key personnel;
- State firm name for key members of respondent's team (if from a Subconsultant);
- State office location (city and state) for key members of respondent's team.

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

A maximum of 1 page will be allowed for the "Organizational Chart" element. The Organizational Chart may be submitted on paper sized larger than 11" x 17" if folded neatly to 11" x 17".

### **5. Environmental Assessment Approach**

Please describe your approach for environmental assessment for a corridor the length and diversity of US 301. Any special analysis that your team brings to the project or special expertise should be shared.

### **6. Engineering Assessment Approach**

Please describe your approach for engineering assessment for a corridor the length and diversity of US 301. Any special analysis that your team brings to the project or special expertise should be shared. For the engineering assessment expertise in design traffic, modeling and constrained corridor experience should be included.

## 7. Public Involvement Approach

The respondent will coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11 of the PD&E Manual and the FDOT Public Involvement Handbook.

The respondent will provide to THEA drafts of all public involvement documents (i.e., newsletters, property owner letters, advertisements, handouts, exhibits, etc.) associated with the tasks outlined below for review and approval at least five business days prior to printing and/or distribution.

The respondent will prepare, in accordance with Part 1, Chapter 11 of the PD&E Manual, a written Public Involvement Program (PIP) outlining each element of the public involvement process. The respondent will update and amend the PIP throughout the project development process. The plan indicates the basic public involvement approach the respondent will use for the project. The PIP will generally list the contact persons, media officials/agencies, and the means the CONSULTANT will use to involve them in the process. The PIP will also outline if bilingual materials and speakers are necessary for this project.

### 7.1 Public Involvement Data Collection

The respondent will be responsible for collecting public involvement data and preparing mailing lists early in the PD&E study. The mailing list should include:

- Affected or possibly affected parties
- Elected and appointed officials in the area (City, County, State) and community leaders
- Possible permit and review agencies
- Media (for press releases, advertisements, or any concerns)
- Persons or institutions expressing an interest in the project

Collection of public input occurs throughout the life of the project and requires maintaining files, newspaper clippings, letters, and direct contacts before, during, and after any of the public meetings. In addition to collecting public input data, the respondent will assist THEA to prepare responses to public inquiries resulting from the public involvement process.

## 8. Resumes

Include **one (1) page** resume for the Project Manager and each of the lead staff of respondent's team.

**[END OF SECTION B – RESPONSE REQUIREMENTS]**

## SECTION C

### REQUIRED FORMS

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

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Conflicts of Interest Statement
- FORM 4: Certification Regarding Scrutinized Companies Lists
- FORM 5: Respondent's Response Package Review Checklist
- FORM 6: Acknowledgment of Receipt of Addendum
- FORM 7: THEA Exempt Documents Request Form
- FORM 8: Drug Free Workplace Form

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

**DECLARATION OF RESPONDENT**

1. Name of Respondent: \_\_\_\_\_  
(RESPONDENT, CORPORATION, BUSINESS OR INDIVIDUAL)
2. Name of Contact Person: \_\_\_\_\_
3. Our local (to Tampa, Florida) business and mailing address is: \_\_\_\_\_  
\_\_\_\_\_
4. Professional License Number is: \_\_\_\_\_
5. The Project Manager assigned to this contract has a current Professional License Number of \_\_\_\_\_ issued by the State of \_\_\_\_\_.
6. Federal I.D. Number: \_\_\_\_\_
7. Our primary business address is: \_\_\_\_\_
8. Our present business phone number is: \_\_\_\_\_
9. Our present fax number is: \_\_\_\_\_
10. Our present e-mail address is: \_\_\_\_\_
11. Our business has been operating under its present name since: \_\_\_\_\_

**The below named respondent affirms and declares:**

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

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

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

**ATTEST:**

**RESPONDENT:**

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

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
(Printed Name of Witness)

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

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

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

\_\_\_\_\_  
(Printed Name of Witness)

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

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

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

[Apply Notary Seal Here]

**[END OF FORM 1 - DECLARATION OF RESPONDENT]**

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

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

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

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is \_\_\_\_\_

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

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

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

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

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

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

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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

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

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

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

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

\_\_\_\_\_  
**[signature]**

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

Personally known \_\_\_\_\_ OR Produced identification \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

My commission expires \_\_\_\_\_

(Type of Identification)

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

**(END OF FORM 2- PUBLIC ENTITIES CRIME STATEMENT)**

**CONFLICTS OF INTEREST STATEMENT**

Check one of the boxes below:

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

**OR**

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

RESPONDENT:

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

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

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

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

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

**CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS**

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

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

Firm: \_\_\_\_\_

Firm FID or EIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the “Firm”.

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

(a) it is not on the Scrutinized Companies with Activities in Sudan List, (b) it is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, (c) it is not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, (d) that it does not have Business operations or is engaged in business in Cuba or Syria, and (e) that it is not engaged or engaging in a Boycott of Israel, and that all such certifications were true at the time it submitted its bid or proposal for this Agreement, as of the Effective Date of this Agreement, and as of the effective date of any renewal of this Agreement. I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney’s fees and/or costs.

Firm:

By: \_\_\_\_\_

(Authorized Signature)

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

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

**[END OF FORM 4 – CERTIFICATION REGARDING SCRUTINIZED  
COMPANIES LIST]**

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

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

<b>Proposal Format</b>	<b>Section Title</b>
	1. Table of Contents
	2. ELOR
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Certification Regarding Scrutinized Companies List Form 5 – Respondents Response Package Review Checklist Form 6 – Acknowledgement of Receipt of Addendum Form 7 – THEA Exempt Documents Request Form Form 8 – Drug Free Workplace Form

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

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

\_\_\_\_\_  
 Date

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

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

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

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM**

Were Addenda issued on this Solicitation?

Yes

No

Were Letter of Clarification issued on this Solicitation?

Yes

No

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

Addendum \_\_\_\_\_ Date: \_\_\_\_\_

Addendum \_\_\_\_\_ Date: \_\_\_\_\_

Addendum \_\_\_\_\_ Date: \_\_\_\_\_

Addendum \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

Letter of Clarification \_\_\_\_\_ Date: \_\_\_\_\_

RESPONDENT:

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

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

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

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

**[END OF FORM 6 - ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM]**

**THEA EXEMPT DOCUMENTS REQUEST FORM**

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY  
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN  
DISTRIBUTION FORM**

THEA MODIFIED 050-  
020-26 STATE  
HIGHWAY ENGINEER  
07/22 Page 1 of 2

**Exempt Documents** being requested or received are included in those exempt from public disclosure as provided by Section 119.071(3)(b), Florida Statutes (Attached). **Security System Plans** being requested are confidential and exempt as provided by Section 119.071(3)(a), Florida Statutes (Attached). The Exempt Documents relate to work being performed for or required by the Tampa-Hillsborough County Expressway Authority (THEA) or work related to the Authority's structures. The following information is being provided as a record of this request or receipt, the Proposer's certifications herein, and distribution of the Exempt Documents or Security System Plans.

Completion of this form and a signature is required before information will be released (\* Indicates Required to Obtain Security System Plans):

**A. Entity Requesting/Receiving Documents: (Provide Full Name of Entity)**

**Architect:** \_\_\_\_\_

**Engineer:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Other:** \_\_\_\_\_

**B. Name of person receiving Exempt Documents / Security Plans: (Printed):** \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ **FL PE License No. (if applicable):** \_\_\_\_\_

Drivers License or photo identification number of recipient: \_\_\_\_\_

**C. Name of Entity intending to Propose on RFP O-0622:** \_\_\_\_\_

**D. Relationship of Person receiving Exempt Documents if not employee of Entity intending to Propose on RFP:** \_

\_\_\_\_\_

**E. Reason for Request/Intended Use:** \_\_\_\_\_

**F. RECIPIENT CERTIFICATION:** I, personally, and as authorized representative of the above Proposer entity, fully understand (check the applicable certification block)

the exempt nature of the Exempt Documents I am receiving and agree to maintain the exempt status of this information in accordance with Florida law.

the confidential and exempt nature of the Security System Plans I am receiving and agree to maintain the confidential and exempt status of these Security System Plans in accordance with Florida law.

**G. THEA Employee Providing Exempt Documents or Security Plans:**

THEA Office: \_\_\_\_\_ Employee Name: \_\_\_\_\_

**H. Signature of THEA Employee Authorizing Distribution:** \_\_\_\_\_ Date: \_\_\_\_\_

**Provider's Signature (if different than person authorizing distribution):** \_\_\_\_\_

**I. Method of delivery:** Pick-up by Requestor

**Date Provided:** \_\_\_\_\_

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY  
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN  
DISTRIBUTION FORM**

THEA MODIFIED 050-  
020-26 STATE  
HIGHWAY ENGINEER  
07/22 Page 2 of 2

**EXEMPT DOCUMENTS - Section 119.071(3)(b), Florida Statutes, provides:**

Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

**SECURITY SYSTEM PLAN - Section 119.071(3)(a), Florida Statutes, provides:**

As used in this paragraph, the term "security system plan" includes all Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; Threat assessments conducted by any agency or any private entity; Threat response plans; Emergency evacuation plans; Sheltering arrangements; or Manuals for security personnel, emergency equipment, or security training. A security system plan or portion thereof for: Any property owned by or leased to the state or any of its political subdivisions; or Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph. Information made confidential and exempt by this paragraph may be disclosed by the custodian of public records to The property owner or leaseholder; or Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

**[END OF FORM 7 - THEA EXEMPT DOCUMENTS REQUEST FORM]**

**DRUG FREE WORKPLACE FORM**

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that  
\_\_\_\_\_ does:

Name of Business

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

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

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

\_\_\_\_\_  
Date

**[END OF FORM 8 - DRUG FREE WORKPLACE FORM]**

## **SECTION D**

### **ATTACHMENTS:**

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



**ATTACHMENT 1**

**SCOPE OF SERVICES**

**FOR**

**PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDIES**

**Tampa Hillsborough Expressway Authority (THEA or AUTHORITY) evaluation of an extension of the Selmon Expressway in the US 301 corridor from south of Big Bend Road to the Selmon Expressway**

**Hillsborough County, Florida**

**This Scope of Services is an attachment which is will be incorporated into the agreement between THEA, State of Florida Department of Transportation (hereinafter referred to as the DEPARTMENT or FDOT) and**

\_\_\_\_\_ (hereinafter referred to  
**as the**

**CONSULTANT) relative to the transportation facility described as follows:**

**FDOT Work Program Item Segment No.: 454107-1**

**Federal Aid Project No.: N/A**

**ETDM No.: 14538**

**Project Description: Evaluation of an extension of the Selmon Expressway in the US 301 corridor from south of Big Bend Road to the Selmon Expressway**

**Lead Agency: Tampa Hillborough Expressway Authority**

**Anticipated Class of Action: To be determined**

**SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES  
PROJECT DEVELOPMENT AND ENVIRONMENTAL STUDIES  
EVALUATION OF AN EXTENSION OF THE SELMON EXPRESSWAY  
IN THE US 301 CORRIDOR FROM SOUTH OF BIG BEND ROAD TO THE SELMON  
EXPRESSWAY**

This exhibit forms an integral part of the agreement between the Tampa-Hillsborough Expressway Authority (hereinafter referred to as the **AUTHORITY**) and the **CONSULTANT** relative to the transportation facility described as follows:

**AUTHORITY CPMP Project No.:** HI-00165

**FDOT FM No.:** 454107-1

**Description:** Evaluation of an extension of the Selmon Expressway in the US 301 corridor from south of Big Bend Road to the Selmon Expressway (Study Corridor)

### **SCOPE OF SERVICES PURPOSE**

This Scope of Services describes the responsibilities of the **CONSULTANT**, the **Tampa-Hillsborough Expressway Authority (THEA or AUTHORITY)** and the **Florida Department of Transportation (FDOT or DEPARTMENT)** when conducting a Project Development and Environmental (PD&E) Study necessary to comply with **FDOT** procedures and underlying laws and regulations and to obtain approval of the environmental document for the described Study.

The project development process and all tasks identified in this Scope of Services must follow the guidance provided in **FDOT's** current version of the **PD&E Manual, Procedure No. 650-000-001**. As discussed in Part 1, Chapter 1 of the **PD&E Manual**, the manual satisfies state and federal processes and incorporates the requirements of the National Environmental Policy Act (NEPA); federal law, regulations, and Executive Orders included in the Federal Highway Administration (FHWA) Federal-Aid Policy Guide; and applicable state laws and regulations including Section 339.155 of the Florida Statutes and Rule Chapter 14 of the Florida Administrative Code. As such, project documents prepared by the **CONSULTANT** must comply with all applicable state and federal laws, regulations, and Executive Orders.

This Scope of Services defines the project tasks to be performed consistent with the PD&E Manual and other pertinent manuals as noted in Section 2. The Scope of Services also outlines work activities that will be the **CONSULTANT's**, the **AUTHORITY's**, and if necessary **FDOT's** responsibility. The **CONSULTANT** must demonstrate good project management practices while working on this project, including effective communication with the **AUTHORITY** and others as necessary, effective management of time and resources, and quality of documentation. Throughout the PD&E Study, the **CONSULTANT** shall set up and maintain a contract file in accordance with **AUTHORITY** procedures. The **CONSULTANT** and any **SUB-CONSULTANTS** are expected to know the laws and rules governing their profession and provide professional services in accordance with current and applicable regulations, codes, ordinances, and standards.

The **AUTHORITY** will provide contract administration and management, as well as technical reviews of all work associated with the development of this project and performed under this Scope of Services.

**The FDOT technical reviews will focus on high-level conformance and are not meant to substitute CONSULTANT or AUTHORITY quality reviews of deliverables. The CONSULTANT is fully responsible for all work performed and work products developed under this Scope of Services. The AUTHORITY may provide task-specific information as outlined in this Scope of Services.**

## **STUDY DESCRIPTION AND OBJECTIVES**

THEA is evaluating an extension of the Selmon Expressway in the US 301 corridor from south of Big Bend Road to the Selmon Expressway, approximately 10 miles. The new tolled four lane (two lanes in each direction) roadway is proposed in the median of US 301 on an elevated structure, where necessary. The roadway would be elevated over Interstate 75 (I-75). No connection to I-75 is proposed. The existing Selmon Expressway at US 301 interchange will be improved with slip ramps to provide for on/off movements, and a flyover is proposed at Bloomingdale Avenue to enhance intersection operations. Reconstruction or widening of US 301 may be required to accommodate the roadway.

### **Study Objectives**

The CONSULTANT will analyze and assess the project's impact on the social, economic, cultural, natural, and physical environment, and develop the location and design concept of the project in accordance with FDOT Policies, Procedures, Manuals and Guidelines.

The CONSULTANT shall review and become familiar with project documents and materials that have been prepared prior to the PD&E phase. The CONSULTANT will review the Efficient Transportation Decision Making Process (ETDM) Programming Screen Summary Report, including comments received from the Environmental Technical Advisory Team (ETAT), and/or any responses from the FDOT District 7 pertaining to this project. The CONSULTANT shall also review concepts and reports (e.g., typical sections, alignments, planning reports) developed from previous planning studies. The CONSULTANT shall use resource agencies' comments to assess the level of effort for work activities required to adequately address potential resources of concern to this project.

The CONSULTANT will analyze the Study corridor based on traffic needs to identify operational improvements, intersection improvements, use of Intelligent Transportation Systems (ITS), Transportation Systems Management and Operations (TSM&O), and other transportation technologies/ strategies to construct an extension of the Selmon Expressway within the Study Corridor. The CONSULTANT will conduct one PD&E Study to determine appropriate phasing and implementation.

The Study will ultimately recommend a preferred alternative of ramp development, intersection/interchange improvements at ramps, determination of required structures, reconstruction or widening of US 301, public involvement encompassing all communities and demographics, and an implementation plan for feasible traffic management strategies. The project is anticipated to use a 48-month schedule.

## **STUDY REQUIREMENTS AND PROVISIONS FOR WORK**

The CONSULTANT will conduct the appropriate level of engineering and environmental analyses related to the anticipated Class of Action for this project, as outlined in the *PD&E Manual*, the Florida Design Manual (FDM), and directed by project objectives. The level of analysis depends

on the complexity of the project, level of controversy, potential for significant impacts, and degree and quality of information/data available. The Class of Action for the project has not been determined. The CONSULTANT will coordinate with the AUTHORITY and FDOT to determine the appropriate class of action and if the project will need to be completed in the Statewide Environmental Tracking system (SWEPT).

The CONSULTANT, upon direction from the AUTHORITY, will assist with updating data and the preparation of technical studies or environmental documents to ensure compliance with all NEPA requirements as well as other federal laws, regulations, and Executive Orders.

The CONSULTANT will maximize the use of existing information available from State, regional, local agencies, private sources, and its own files. Examples include the Concept Reports, previously completed planning products, listed species reports, Florida Department of Environmental Protection OCULUS Electronic Document Management System, and other sources as appropriate.

Should the CONSULTANT be required to utilize AUTHORITY and if necessary FDOT systems, proper authorization from the AUTHORITY and as described in FDOT's Procedure No. 325-060-401 will be the responsibility of the CONSULTANT to obtain.

### **Governing Regulations**

Services performed by the CONSULTANT must comply with the FDOT *PD&E Manual* and all applicable AUTHORITY and/or FDOT Policies, Procedures, Manuals and Guidelines. Specifically, the CONSULTANT must comply with FDOT's PD&E Manual, FDM, Structures Manual, and Computer Aided Design and Drafting (CADD) Manual, as well as all AUTHORITY and/or FDOT manuals and guidelines incorporate, by requirement or reference, all applicable federal and state laws, regulations, and Executive Orders. The CONSULTANT will use the latest editions of the manuals, procedures, and guidelines to perform work for this project.

### **Liaison Office**

The AUTHORITY, FDOT and the CONSULTANT will designate their respective Liaison Offices for this project.

The AUTHORITY will designate a Project Manager who will be the representative of the AUTHORITY for the project. Although the CONSULTANT will seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with the AUTHORITY's Project Manager.

### **Key Personnel**

The AUTHORITY and FDOT will designate Project Managers for this Study. The AUTHORITY Project Manager shall be responsible for coordination with the CONSULTANT pertaining to all contractual matters, invoicing, and reporting. The AUTHORITY Project Manager shall also be responsible for approval of any additional staffing to be provided including additional consultant staff (approval must be coordinated with the Procurement Office) and shall give approval of all products and services. The CONSULTANT will assign a Project Manager who will communicate regularly with the AUTHORITY Project Manager regarding development of this Study. Final direction on all matters of this Study remains with the AUTHORITY Project Manager.

The CONSULTANT must maintain staffing levels and personnel qualifications necessary to complete the required activities for this Scope of Services. The CONSULTANT's work must be performed to AUTHORITY standards and procedures by personnel identified in the contract. Any changes in the identified personnel will be subject to review and approval by the AUTHORITY. To the extent possible, the CONSULTANT must minimize the AUTHORITY's need to apply its own resources to the Scope of Services activities unless otherwise identified.

The CONSULTANT shall assign only competent technical and professional personnel qualified by the necessary experience and education to perform assigned work. The CONSULTANT is responsible for ensuring that staff assigned to work under the agreement has the training established by the AUTHORITY and FDOT as a prerequisite for CONSULTANT staff to perform work. If the required training is such that the trainee can apply it to work on other contracts, (regardless of whether or not the trainee would work on other agreements), the cost of the trainee's time and expenses associated with the training is not directly billable to FDOT on this contract and shall only be recoverable through overhead for the CONSULTANT firm.

The CONSULTANT must request approval from the AUTHORITY's Project Manager and procurement for any modifications or additions to the list of available staff prior to the initiation of any work by that individual. If applicable, new job classifications may be added to the contract via contract amendment. The CONSULTANT shall submit a copy of the resume and payroll register before new staff can be added.

The CONSULTANT must have a Licensed Professional Engineer in the State of Florida to sign and seal all engineering reports, documents, technical special provisions, and plans as required by AUTHORITY and FDOT standards.

The CONSULTANT and its employees, agents, representatives, or SUB-CONSULTANTS are not employees of the AUTHORITY or FDOT and are not entitled to the benefits of such employees. Except to the extent expressly authorized herein, the CONSULTANT and its employees, agents, representatives, or SUB-CONSULTANTS are not agents of the AUTHORITY, FDOT or the State for any purpose or authority, such as to bind or represent the interests thereof, and shall not represent that it is an agent, or that it is acting on the behalf of the AUTHORITY, FDOT, or the State. The AUTHORITY or FDOT shall not be bound by any unauthorized acts or conduct of CONSULTANT.

### **Sub-Consultants**

Services assigned to any SUB-CONSULTANTS must be approved in writing and in advance by the AUTHORITY Project Manager, Procurement Office, and the CONSULTANT Project Manager in accordance with this Scope of Services. All SUB-CONSULTANTS must be technically qualified by the AUTHORITY and FDOT to perform all work assigned to them. Use of additional SUB-CONSULTANTS with specialized areas of expertise may be required to complete specific assignments. Any SUB-CONSULTANTS to be hired and all work assignments to be performed, and all rates of compensation shall be agreed to by the AUTHORITY Project Manager, Procurement, and the CONSULTANT Project Manager, and documented in the contract file, prior to any work being performed. The SUB-CONSULTANT is to follow and abide by all AUTHORITY, FDOT *PD&E Manual* and all applicable AUTHORITY and FDOT Policies, Procedures, Manuals and Guidelines.

## **Lead Agency, Cooperating Agencies, and Participating Agencies**

The CONSULTANT Project Manager will support the FDOT Project Manager's coordination efforts with Lead Agency(ies), Cooperating Agency(ies), and Participating Agency(ies), if required.

The Lead Agency for this project is THEA

The following will be engaged as a Cooperating Agency(ies): US Coast Guard

The following will be engaged as a Participating Agency: FDOT OEM

## **Meetings and Presentations**

The CONSULTANT will attend a Notice to Proceed/Kickoff Meeting with AUTHORITY representatives where the AUTHORITY will outline relevant contract and project information provided by the AUTHORITY Project Manager.

The CONSULTANT shall attend phase review, progress review, and other miscellaneous review meetings necessary to undertake the activities of this Scope of Services. This includes meetings with AUTHORITY and FDOT staff, as well as other consultants, technical meetings, or other miscellaneous meetings. This does not include meetings identified by subject area in Sections 3, 4, and 5 of this Scope of Services.

The CONSULTANT will attend meetings or make presentations at the request of the AUTHORITY with at least five (5) business days' notice. The CONSULTANT will prepare meeting notes for all meetings identified in this exhibit and submit within five (5) working days to the AUTHORITY project manager for review.

## **Communication**

The AUTHORITY Project Manager will be the representative of the AUTHORITY for the project. The CONSULTANT must regularly communicate with the AUTHORITY Project Manager to discuss and resolve issues or solicit opinions regarding this project. The CONSULTANT must include the AUTHORITY and FDOT when seeking and receiving advice from various State, regional, local agencies, and citizen groups. The final direction on all matters for this project remains with the AUTHORITY Project Manager.

All written correspondence between the CONSULTANT and any party pertaining specifically to this project must be reviewed and approved by the AUTHORITY. The CONSULTANT must respond to information requests relative to the PD&E Study from third parties at the direction, and with the approval, of the AUTHORITY. The CONSULTANT will assist the AUTHORITY in preparing the content of the letters from AUTHORITY personnel to other agencies, public officials, and others as needed or requested.

## **Quality Control (QC)**

The AUTHORITY requires that all project documents, technical studies, calculations, maps, reports, conceptual plans, design, and the environmental document are correct and complete, appropriate for the intended purposes, and conform to requirements of this Scope of Services. The CONSULTANT is responsible for the quality of all (including the SUB-CONSULTANTS) deliverables. The CONSULTANT will independently and continually review deliverables for accuracy and completeness. The CONSULTANT must follow an internal QC process. The QC process is intended to ensure that quality is achieved through checking, reviewing, and verifying

work activities and deliverables by qualified individuals who were not directly responsible for performing the initial work.

Within twenty (20) business days from the Notice to Proceed, the CONSULTANT must submit its QC Plan to the AUTHORITY Project Manager for approval. The QC Plan will identify the deliverables, the personnel to perform the reviews, and the method of documentation. The QC Plan will be signed by the CONSULTANT Project Manager and the CONSULTANT QC Manager.

The CONSULTANT must include document reviews and written resolution of comments with each submittal or deliverable to show the QC process was followed. At a minimum, a quality review checklist must be provided and should include letters, exhibits, technical studies, reports, design calculations, environmental document or any documents used or referenced in the QC Plan. The CONSULTANT must maintain documentation which show the QC Plan process was followed. The AUTHORITY Project Manager may request from the CONSULTANT document reviews and written resolution of comments at any time during the PD&E Study.

### **Schedule**

Within ten (10) business days after the Notice to Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall submit a detailed Study schedule to the AUTHORITY. The schedule must indicate all required submittals, critical path activities, and key Study milestones. The Study schedule shall contain at a minimum, the following information for each schedule activity: FDOT activity ID with correct Project Schedule Management (PSM) codes (if required), activity description, original duration, remaining duration, start date, finish date, activity percent complete and total float. Only allow two open-ended activities (the first and the last). The project schedule must include a column displaying each activity's Predecessor and Successor. The schedule must be based on the AUTHORITY's expected production date and must be approved by the AUTHORITY.

FDOT PSM Codes and Schedule Templates can be found on the OEM website (<https://www.fdot.gov/environment/psmcodes.shtm>). The anticipated date for final approval of the final environmental document (the "Final Environmental Document") is December 2028. The schedule must be based upon consideration of the project's environmental issues (social, cultural, natural and physical resources) and regulatory requirements, and in coordination with the AUTHORITY and FDOT's District 7 District Environmental Management Office (DEMO).

An anticipated payout and fiscal progress curve must accompany the schedule. For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least *two weeks* for each draft technical report or memorandum submitted for AUTHORITY review.

In developing the schedule for this project, the CONSULTANT, in coordination with the AUTHORITY, must include adequate time to meet regulatory reviews and formal consultation timeframes.

Periodically throughout the life of the contract, the CONSULTANT must review the project schedule, payout, and fiscal progress curves to monitor the progress of the project. The CONSULTANT shall submit monthly progress reports with the approved schedule and schedule status report, which includes critical-path review and progress and payout curves, to the AUTHORITY Project Manager. Any adjustments or changes to the approved schedule must be approved by the AUTHORITY Project Manager.

**Submittals**

The CONSULTANT will provide electronic and hard copies of the required documents as listed below. These are the anticipated printing requirements for the project. The CONSULTANT will use this tabulation for estimating purposes, and the Project Manager will determine the number of copies required prior to each submittal.

The AUTHORITY will review draft submittals and provide the CONSULTANT with review comments. The CONSULTANT will address comments, prepare a matrix of comments and responses as applicable, and submit revised documents. The CONSULTANT will assist the AUTHORITY in resolving the comments received from all parties including preparation of individual responses.

<b><u>PD&amp;E Provisions for Work</u></b>	<b>Copies</b>
Quality Control Plan	02
Project Schedule	02

<b><u>Public Involvement:</u></b>	<b>Copies:</b>
Public Involvement Plan (PIP)	02
Advance Notification (AN) Package	02
Public Hearing Transcript	02
Comments and Coordination Report (CCR)	02

<b><u>Engineering Items:</u></b>	<b>Copies:</b>
Project Traffic Analysis Report (PTAR) (Signed and Sealed)	03
Draft Preliminary Engineering Report (PER)	03
PER (Signed and Sealed)	03
Location Hydraulics Report (LHR)	02
Transportation Management Plan	03
Alternatives Analysis Memorandum	03
Bridge Development Report	03
Utilities Assessment Package	03
Constructability Review Report	03
SMARt Report/Pond Siting Report (PSR) (Signed and Sealed)	02
Geotechnical Report	03
Conceptual Design Roadway Plan Set	03
Typical Section Package (Signed and Sealed)	03
Design Variations and Exceptions Package	03
Toll Siting Technical Memorandum	03

<b><u>Environmental Items:</u></b>	<b>Copies:</b>
Environmental Determination Form	02
Sociocultural Effects Report (SCE)	03
Cultural Resource Assessment Survey (CRAS)	03
Section 106 Case Study Report	03
Section 4(f) "de minimus" Documentation, if necessary	03

Natural Resource Evaluation (NRE)	03
Contamination Screening Evaluation Report (CSER)	03
Sea Level Impact Projection (SLIP)	03
Water Quality Impact Evaluation (WQIE)	03
Noise Study Report (NSR)	03
Air Quality Technical Memorandum (AQTM), if necessary	03
Conceptual Stage Relocation Plan (CSRP), if necessary	03
Final Environmental Document	03

The CONSULTANT will submit to the AUTHORITY final reports and other deliverables identified in this section. The CONSULTANT will submit to the AUTHORITY two (2) sets of CDs/DVDs or other portable storage drives such as flash drives or USB drives containing PDFs of all submittals outlined in this section.

Upon completion of the Project, the CONSULTANT will transfer to the AUTHORITY, in an organized manner, all project electronic files, data, maps, sketches, worksheets, and other materials used or generated during the PD&E Study in an acceptable portable storage drive.

The CONSULTANT will upload all final submittals and appropriate supporting project files to the SWEPT upon completion of technical studies and the Final Environmental Document and as directed by the AUTHORITY and FDOT.

### **Computer Automation**

The CONSULTANT will develop this project utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT *CADD Manual*. The CONSULTANT will submit final documents and files as described therein. The CONSULTANT will find additional related information in the FDM.

The CONSULTANT will scan all computer disks and drives for viruses prior to submitting files to the AUTHORITY. Failure to scan for viruses may result in a lower CONSULTANT work performance evaluation.

### **Conflict of Interest**

The CONSULTANT or any affiliate is not eligible to pursue advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services. SUB-CONSULTANTS are also ineligible to pursue projects where they participated in the development of the Scope of Services or have an oversight responsibility. The term "affiliate" is defined in FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contracts. The CONSULTANT and its SUB-CONSULTANTS will not enter into another contract during the term of the contract for this project which would create or involve a conflict of interest with the services herein. The CONSULTANT and its SUB-CONSULTANTS must comply with FDOT Procedure No. 375-030-006, Conflict of Interest Procedure for Department Contract.

### **Coordination with Other Consultants and Entities**

The CONSULTANT will coordinate work with any ongoing and/or planned projects that may affect this Study. The AUTHORITY and CONSULTANT shall coordinate with local governmental entities to ensure project concepts are compatible with local improvements and right-of-way activities. The CONSULTANT will inform the AUTHORITY Project Manager of all coordination activities with other

agencies or entities prior to holding such activities. The AUTHORITY Project Manager shall be included in all such coordination activities.

The CONSULTANT shall coordinate with the following pertinent projects and studies:

- Project #HI-0112 - South Selmon PD&E (PEIR)
- Project #HI-0002 – East Selmon PD&E (PEIR/SEIR)
- FDOT WPI Segment No. 419235-3 – Interstate 75 (Type 2 CE)

### **Contract Management**

The CONSULTANT is responsible for maintaining project files, including copies of submittals and underlying data, calculations, information and supporting project documentation. The CONSULTANT is responsible for preparing monthly progress reports and schedule updates. Progress reports will be delivered to the AUTHORITY in a format prescribed by the AUTHORITY Project Manager with the corresponding invoice. The CONSULTANT will regularly communicate the status of the project with the AUTHORITY while managing SUB-CONSULTANT efforts and executing SUB-CONSULTANT agreements.

### **Additional Services**

The CONSULTANT will be requested to provide the following additional services for this project.

### **Alternative Corridor Evaluation**

When required, the CONSULTANT shall conduct an Alternative Corridor Evaluation, as described in Part 1, Chapter 4 of the *PD&E Manual*, and prepare an Alternative Corridor Evaluation Report (ACER) before proceeding with detailed alternatives analysis.

### **Advance Notification (An)**

At the beginning of the project, the CONSULTANT will prepare the Preliminary Environmental Discussion, AN, and transmittal letter as per Part 1, Chapter 3 of the *PD&E Manual*, for the DEMO/Engineer to submit to the State Clearinghouse. The CONSULTANT will gather data and prepare the necessary documentation for screening the project in ETDM.

### **Scoping (EIS)**

Not Applicable.

### **Notice of Intent**

The CONSULTANT will assist the AUTHORITY in preparing the Notice of Intent to inform the stakeholders of the scope of the project after the Class of Action and the schedule has been approved by the OEM and in accordance with Part 1, Chapter 8 of the *PD&E Manual*.

### **Services To Be Performed By The Authority**

The AUTHORITY will provide the following services and materials:

- Lead and participate in coordination efforts with the local transit authority (if necessary), Office of Environmental Management, environmental resource and regulatory agencies, the public, and other stakeholders, as appropriate.

Provide project data currently on file and available from study partners, such as:

- Planning studies, environmental evaluations
- ETDM Programming Summary Report
- Recently completed roadway studies for the study area including PD&E studies, access management, intersection plans, design files, and capacity improvements
- Multimodal or small area studies including freight, interchange, intersection, transit, pedestrian, bicycle, land use and signal priority
- Traffic analyses for the study area/corridors
- All information in the possession of the AUTHORITY pertaining to prior and on-going studies that may affect the project such as existing construction and as-built plans, bridge inspection reports and load ratings, prior environmental studies, existing permit information, existing drainage and geotechnical reports and any agreements with third parties related to the project corridor
- All available information in the possession of the AUTHORITY pertaining to utility companies whose facilities may be affected by the proposed construction
- All future information that is in possession or may become available to the AUTHORITY pertaining to subdivision plans, so that the CONSULTANT may take advantage of additional areas used as part of the existing right-of-way
- AN and all environmental and engineering documents including the Permit Coordination Packages
- Any coordination with the State Historic Preservation Officer (SHPO)
- Existing FDOT right-of-way maps and information on existing surplus right-of-way under ownership by the AUTHORITY or participating local agency (counties and cities partnering with AUTHORITY for the PD&E Study)
- FDOT crash data
- Available traffic and planning data
- Construction cost database, as applicable
- Project Electronic File Root Directory Structure for delivery of project design files to the AUTHORITY
- All applicable AUTHORITY agreements with Utility Agency Owners (UAO)
- Letters of authorization designating the CONSULTANT as an agent of the AUTHORITY to enter lands, waters, and premises of another in the performance of duties in accordance with Section 337.274, F.S. and
- Reviews of technical reports and environmental documents

### **Optional Services**

The AUTHORITY has the option to request the CONSULTANT to provide professional services not explicitly outlined in this Scope of Services. These services may include, but not limited to: re-evaluation of previous PD&E Studies, environmental analysis not specifically listed in this Scope of Services, final design services, expert witness services for right-of-way acquisition, additional design analysis, and design plan preparation for utilities review. Additionally, by request, the CONSULTANT may provide services for Request for Proposal (RFP) development for Design-Build Procurement and/or support the AUTHORITY in the acquisition of a Design-Build contract. The fee for such services shall be negotiated in accordance with the terms detailed in Exhibit B (Method of Compensation) for a fair, competitive and reasonable cost, considering the scope and complexity of the project. For optional services, a supplemental agreement shall be executed in accordance with Section 2 of the Standard Professional Services Agreement Terms.

## **PUBLIC INVOLVEMENT**

The intent of public involvement is to engage the public, including property owners, tenants, business owners and operators, public officials and agencies, facility users, interested parties, and special interest groups, during the development of transportation projects. The AUTHORITY will require virtual meetings to provide multiple opportunities for the public to receive information and provide input. Virtual meetings will be held for the Alternatives Public Information Meeting(s) and Public Hearing separate from the in-person meetings. Small group and one-on-one meetings will be held in-person. The CONSULTANT will coordinate and perform the appropriate level of public involvement for this project as outlined in Part 1, Chapter 11, and Part 2, Chapter 4 of the *PD&E Manual*, the *FDOT Public Involvement Handbook*, and FDOT's Public Involvement Website.

In addition, the CONSULTANT will coordinate with Plan Hillsborough for development of a public engagement effort that complements the *Future of Hillsborough Comprehensive Plan for Unincorporated Hillsborough County Florida Livable Communities Element* (2008), Brandon, Great Palm River and Riverview Community Plans and incorporates the voices of all communities included in these Plans.

The CONSULTANT will provide the AUTHORITY drafts of all Public Involvement materials (i.e., newsletters, property owner letters, advertisements, handouts, exhibits, etc.) associated with the following tasks for review and approval at least five business days prior to printing and/or distribution. The CONSULTANT will document the entire public involvement and agency coordination process in a Comments and Coordination Report and summarize the effort in the environmental document. Supporting documentation will be maintained in the project file in SWEPT, if required.

### **Public Involvement Plan (PIP)**

The purpose of a PIP is to identify potentially affected people in a community, define outreach methods, and schedule activities to obtain their input. The CONSULTANT is responsible for creating the PIP using existing work developed by the AUTHORITY, as a starting reference, and the level of effort for the Class of Action, if available. The PIP must include a public involvement schedule, identify potentially affected stakeholders and communities in the vicinity of the project, and establish appropriate outreach methods. This includes consideration of the demographics of the study area and any reasonable accommodations required, including, but not limited to disabled, transit-dependent, limited English proficient (LEP), elderly, low income, or minority populations. The CONSULTANT will review and attach the Sociocultural Data Report (SDR) to the PIP. Part 1, Chapter 11 of the *PD&E Manual* provides a sample template for the PIP. At a minimum, the PIP must include the following:

- Project background
- Project goals (for the public involvement process)
- Identification of elected officials and agencies (including city, county, state, and federal representatives, whose jurisdictional/political boundary intersects the project area and Native American Tribes)
- Identification of affected communities, property owners/tenants, business owners, community leaders, stakeholders, and other interested parties (see Part 1, Chapter 11 of the *PD&E Manual* for examples of other interested parties)
- A contact/mailing list (including names, addresses, telephone numbers, and email information for local elected officials, key community leaders, adjacent landowners, business owners, chamber of commerce leaders, neighborhood association presidents,

religious leaders, senior citizen center coordinators, day care center administrators, school principals, utility providers, etc.). The CONSULTANT will initially develop the list from the Environmental Screening Tool (EST), and/or Property Appraisers' Offices. The CONSULTANT will continually update the contact/ mailing list to add new names and/or addresses upon request, when elected or other officials change, or names of people or organizations are discovered during the project

- Identification of media (e.g. television, radio, newspaper, social media, website) for news and/or advertisement
- Proposed public outreach activities (Outreach activities should offer everyone in a community the opportunity to participate in the PD&E effort, and therefore, must include reasonable accommodation of transit-dependent persons, persons with disabilities, and persons with LEP, etc.).
- Anticipated schedule of public outreach activities
- Methodology for collecting, analyzing, and responding to public comments. All comments and concerns should be analyzed in relationship to the project, its goals, and the overall impact(s) to the community.

The AUTHORITY requires the CONSULTANT to create and submit a PIP that demonstrates how the creation and maintenance of the Plan will be carried out. The PIP template may be found in Part 1, Chapter 11 of the *PD&E Manual*. The CONSULTANT will periodically review the PIP to evaluate the effectiveness of the public involvement activities in accordance with Part 1, Chapter 11 of the *PD&E Manual* and FDOT's *Public Involvement Handbook*. The evaluation should indicate whether there is a need to use new outreach strategies to improve public involvement. No further public involvement activities may begin prior to the submission and approval of the PIP. Upon approval of the PIP, the CONSULTANT shall update the PIP as necessary or upon notification by the AUTHORITY of a deficiency in the PIP. The AUTHORITY must approve any changes to the PIP.

### **Project Website and Social Media**

As part of the project's PIP the CONSULTANT will develop public involvement materials using the AUTHORITY's approved template and submit the information to be uploaded into the AUTHORITY's project website. The project website will be created by the CONSULTANT and maintained by the AUTHORITY. The AUTHORITY through their CONSULTANT will handle social media postings. The CONSULTANT will provide content updates for the AUTHORITY's project website or social media, as necessary. Content updates are usually completed on a set schedule, at project milestones, or to advise the public of new project information. The AUTHORITY is responsible for the approval of any content updates and maintenance of the project website and social media.

The CONSULTANT will coordinate with the AUTHORITY's web developer to create project web pages within the existing AUTHORITY website. The AUTHORITY expects this project to take up to approximately 48 months. The web pages will allow for input via email links, provide meeting information and report summaries for viewing and downloading. Limited graphics will be available due to the size and downloading time for many graphical applications. The CONSULTANT will coordinate with the AUTHORITY's web developer to provide content to update the web pages monthly.

The website will contain a minimum of six pages:

- *Facts page/project home page* - The facts page will be a brief synopsis of the project and pictures of the project location. Additionally, key information will be posted on this page, such as, but not limited to, start date, estimated completion date, estimated project cost, length and limits of the project, the name of the AUTHORITY Project Manager, the name of the CONSULTANT Project Manager, project Map, etc.
- *Project Overview page* - The Project Overview page will contain an overview of the project with more detail than the facts page and include a Consistency with Transportation Plan Goals and Objectives description and the purpose and need for the project.
- *PD&E Definition page* - A link to the PD&E definition page will appear wherever the acronym PD&E appears on any of the subsequent pages. It will give a brief overview of the PD&E process.
- *Public Involvement page* - The public involvement page will contain a general overview of proposed meetings. This will include Public Information Meetings, Public Workshops, Public Hearing, and any other meetings the AUTHORITY would like added to the page. The page will also contain an area where viewers may enter their name and address as mandatory inputs to be added to the mailing database. The name and contact information for the AUTHORITY's Project Manager will be shown on this page.
- *Send Us Your Comments page* – This page will provide an electronic comment form for the public to leave project related comments.
- *Project Schedule page* – The project schedule will contain a brief generalization of the milestones for this project. The CONSULTANT will take project milestones, as approved by the AUTHORITY, from the developed schedule and place them on this page. The CONSULTANT will list milestones by seasons of the year rather than by actual dates. The CONSULTANT will reflect shifts in the schedule on this page as they occur.

## **Public Involvement Data Collection**

The CONSULTANT will assist the AUTHORITY with collecting data specific to the public involvement process and preparing responses to any public inquiries received throughout the Study. The CONSULTANT will maintain and regularly update the project public involvement project file, which will document a record of all Public Involvement activities for this project.

The CONSULTANT is responsible for identifying and maintaining the project mailing list that may include officials and interested parties (any person or institution expressing an interest in the project), affected parties, and potential permit and review agencies.

The CONSULTANT will coordinate with the AUTHORITY to generate or obtain mailing information of property owners using the appropriate County Property Appraiser's Office(s), for the most up-to-date property information. The CONSULTANT will investigate potential meeting locations to advise the AUTHORITY of their suitability meeting Americans with Disabilities Act of 1990 (ADA) requirements, room layout, parking, etc.). Refer to Part 1, Chapter 11 of the *PD&E Manual* for the Sample Public Meeting Facility Checklist. The AUTHORITY will ultimately approve the meeting location. The CONSULTANT will pay all costs for meeting location rental and insurance (if required). The CONSULTANT will be responsible for all logistics associated with setting up the meeting.

## Public Involvement Comment Tracking

The CONSULTANT will compile comments received from the Public Meetings, Project Website, or any other public outreach activities. The comments and responses will be maintained throughout the PD&E Study.

## Scheduled Public Meetings

The CONSULTANT will actively support the AUTHORITY in conducting public meetings, which may be conducted during weekends or after normal working hours. The CONSULTANT will support the AUTHORITY in preparation, scheduling, attendance, note taking, providing follow-up services, including debrief meetings with the AUTHORITY and documenting each meeting. These activities shall be done in accordance with Part 1, Chapter 11 of the *PD&E Manual* and the FDOT *Public Involvement Handbook*, documented in the updated PIP and/or the Comments and Coordination Report and summarized in the Final Environmental Document.

## Types of Public Meetings

- Up to 01 Project Kick-off Meeting(s)
- Up to 20 Presentations to Local Metropolitan Planning Organizations (MPO's) (includes associated technical and citizen committees, as applicable)
- Up to 24 Coordination Meetings with Key Agencies
- Up to 02 Hybrid Public Workshop(s)/Alternatives Public Information Meeting(s)
- Up to 24 Additional Coordination and Consensus Building Meeting(s)
- Up to 48 Community/Stakeholder Forum(s)
- Up to 24 Other Public and Agency Meetings (Specify) or informal meetings including Local Advisory Group Meetings
- Up to 01 Hybrid Public Hearing, if required

## Meeting Requirements

For any of the listed meetings, the CONSULTANT will prepare and be responsible for the following as necessary:

- Agenda
- Presentation scripts and/or pre-recorded presentations
- Handout(s)
- Presentation graphics (provide electronic copies for virtual meetings and presentation boards for in-person)
- Coordinate with AUTHORITY for virtual meeting platform
- Meeting equipment set-up and tear-down
- Display advertisements will be submitted to the AUTHORITY for review and approval two weeks prior to the newspaper's deadline for meeting the publication date. (The CONSULTANT will pay any associated publishing costs.)
- Letters or email notices for elected and appointed officials, property owners (at a minimum of 300 feet of the centerline of any design alternative according to the *Public Involvement Handbook*), and other interested parties will be submitted to the AUTHORITY for review

and approval two weeks prior to the date for distribution. The CONSULTANT will pay the cost of First-Class U.S. Mail.

- News releases or project fact sheets: The AUTHORITY must review news releases and fact sheets two weeks before the meeting or distribution
- Provide FDOT District 7 Public Information Office notification materials for uploading to FDOT's Public Notice Website seven days prior to the notification date, if required.
- Meeting summaries shall be provided to the AUTHORITY
- Prepare response letters to public comments for AUTHORITY signature.

The CONSULTANT will develop the meeting format for approval by the AUTHORITY. Any materials prepared by the CONSULTANT for such meetings as listed above are also subject to review and approval by the AUTHORITY. The CONSULTANT shall provide the AUTHORITY with a draft of any proposed materials 30 days prior to the meeting.

The CONSULTANT will assist the AUTHORITY when facilitating the public information meeting(s)/workshop(s) to present project results and obtain comments related to the project and/or project alternatives.

The CONSULTANT will participate in both briefing and debriefing meetings with AUTHORITY and if necessary FDOT staff related to the Public Hearing, if required.

The CONSULTANT will attend the meetings with a suitable number of personnel with appropriate technical expertise (based on project issues), as authorized by the AUTHORITY Project Manager, to assist the AUTHORITY in such meetings.

The CONSULTANT will provide personnel to facilitate the virtual portion of the meetings, if required.

The AUTHORITY may request the CONSULTANT to identify the effect of the project to individual properties on aerial maps or plans in response to requests from property owners. The AUTHORITY may also request the CONSULTANT to meet with individual property owners.

It is estimated there will be up to 48 community stakeholder and public small group meetings, up to two Alternatives Public Information Meeting(s), and one Public Hearing. The Alternatives Public Information Meeting(s), and Public Hearing will have a virtual meeting separate from the in-person meetings.

## **Alternatives Public Information Meeting(s) and Public Hearing**

### **Alternatives Public Information Meeting(s)**

The purpose of the Alternatives Public Meeting is to present to the public the results of the study to date and obtain comments on the alternatives. There is a possibility that the citizens may suggest additional alternatives.

The CONSULTANT will provide all services listed in Sections 3.2.2 above in accordance with AUTHORITY guidance and approval, and the *Public Involvement Handbook*. Specificity for Alternatives Public Meetings is below.

The AUTHORITY will advertise and conduct the Alternatives Public Meeting(s) as an informational meeting. CONSULTANT participation may be required for any portion of the presentation. The CONSULTANT will attend the meeting and prepare all necessary displays, maps, scripts, etc. The

AUTHORITY will review and authorize all presentations, scripts, graphics, media releases, legal display advertisements, and general property owner letters.

Legal advertisements for the Public Alternatives Meeting and/or Public Hearing will be prepared by and placed in local newspapers by the CONSULTANT according to the *Public Involvement Handbook*. All advertisements will be submitted to the AUTHORITY for approval. The CONSULTANT will have the advertisement published in area newspapers having the largest daily circulation and local paper(s) distributed for non-English speaking persons in the study corridor.

The CONSULTANT will notify all property owners, whose property lies whole or in part, at a minimum of 300 feet of the centerline of any design alternative according to the *Public Involvement Handbook*.

The AUTHORITY will send notification by letter or e-mail to elected local, state, and appointed officials. Federal elected officials will be notified by letter only. Email is not to be used to notify federal elected officials.

The CONSULTANT will develop the meeting format and submit to the AUTHORITY for approval. The CONSULTANT will prepare displays and/or wall graphics of the design alternatives for use during the meeting. These include typical sections, aerials, renderings, charts, and graphs as needed. The CONSULTANT will write and use a PowerPoint presentation script in association with the graphics. The CONSULTANT will prepare a project handout for distribution at the meeting.

The CONSULTANT will handle meeting equipment setup and take down, using staff members familiar with audiovisual equipment and amenities available at the meeting site. Prior to the meeting, the CONSULTANT will brief all staff attending and ensure the team understands the project information that will be communicated during the meeting and will be able to discuss and answer questions from the public. Conducting the meeting requires enough knowledgeable staff to handle the number anticipated to attend the meeting. The CONSULTANT will have staff available before and/or after the meeting to maintain public contact or for media interviews, etc. All audio/visual equipment costs and facility rental costs will be the responsibility of the CONSULTANT.

A debrief meeting will be held after the Alternatives Public Meeting with all CONSULTANT staff in attendance at the meeting. The CONSULTANT, the AUTHORITY and FDOT will identify issues from the meeting and determine their significance. The AUTHORITY and FDOT will determine if the issues require further consideration. The CONSULTANT will be responsible for preparing draft responses to comments collected at the meeting for the AUTHORITY and FDOT's review and approval.

## **Public Hearing**

The CONSULTANT will provide all services listed in Sections 3.2.2 above in accordance with AUTHORITY guidance and approval, and the *Public Involvement Handbook* for a Public Hearing. Specificity for the Public Hearing is below.

In accordance with the FDOT *Public Involvement Handbook*, all Public Hearings must have a virtual component. The AUTHORITY will require a virtual meeting for the Public Hearing. The virtual Public Hearing will be held separate from the in-person meeting.

In addition to the general public meeting requirements above, for the Public Hearing, the CONSULTANT will provide the approved environmental documents for public availability at the

location(s) identified in public notification materials at least 21 calendar days prior to the Public Hearing date. Locations where the environmental document is displayed should be in proximity to the project, easily accessible, and with public transportation availability, if possible. All locations must be ADA compliant and provide reasonable accommodation and access to physically handicapped and disabled persons. The AUTHORITY will approve the locations.

The CONSULTANT will prepare the public hearing notifications on the AUTHORITY's letterhead for AUTHORITY review and signature two weeks prior to mailing, or as directed by the AUTHORITY. The CONSULTANT will prepare an initial draft notification for review and approval by the AUTHORITY, prior to submitting all notifications for review.

Notifications to elected officials will be signed/emailed by the AUTHORITY Project Manager and if necessary the FDOT District 7 Secretary or designee. All other notifications to agencies or public officials may be signed/emailed by the AUTHORITY Project Manager. The AUTHORITY will send notification by letter or e-mail to elected local, state, and appointed officials. Federal elected officials will be notified by letter only. Email is not to be used to notify federal elected officials. The notification letters/emails must have the AUTHORITY's return address. After the AUTHORITY signs the notifications, the CONSULTANT may send them by First-Class U.S. Mail or email. The AUTHORITY Project Manager will also send the notification letters by email. The CONSULTANT will remit notifications to the Lead Agency, local governments, and regulatory agencies at least 25, but no more than 30 calendar days prior to the Public Hearing date.

The CONSULTANT will prepare draft newspaper public hearing notice(s) for AUTHORITY review and approval at least 15 days prior to the newspaper due date for publication. The CONSULTANT will ensure the approved Public Hearing notice is published a minimum of two (2) times. The first notice should appear 15 to 30 days prior to the hearing; and the second notice should appear 7 to 12 days prior to the hearing. The CONSULTANT will be responsible for the newspaper notification cost. The CONSULTANT will provide the following:

- Public Hearing Notice and publication in the Florida Administrative Register (FAR)
- Notification on the AUTHORITY's Project Website, *and through the FDOT PM or District Public Information Officer, 7 days prior to date of publication, if required.*
- Identification of the website(s) and/or physical locations where the Study technical reports and environmental documents will be available for public review and comment
- Public Hearing presentation with script
- Proposed display boards and exhibits, as specified by the AUTHORITY:
- Meeting location signs
- Brochures or handouts
- NEPA Assignment compliance signs
- Laws and Regulations signs (see Part 1, Chapter 11 of the *PD&E Manual*)
- Title VI compliance signs
- Hard copies of technical reports and the *version* of the Final Environmental Document approved for public availability
- Security (off-duty law enforcement), if needed.
- Newspaper advertisements: any press releases and/or advertisements will indicate that the meeting is an AUTHORITY activity; the CONSULTANT will pay the cost of publishing
- Expenses for services of a court reporter to be present and obtaining transcripts of comments made during the Public Hearing.
- Response to public comments

The CONSULTANT will participate in briefing and debriefing meetings with the AUTHORITY related to the Public Hearing. The CONSULTANT will prepare response letters for AUTHORITY signature for all public comments. The AUTHORITY Project Manager would review and approve any such response letters.

### **Comments and Coordination Report/Public Involvement Activities Report**

The CONSULTANT will prepare a Comments and Coordination Report, or Public Involvement Activities Report incorporating the PIP, description of the public notification process, summary of all public outreach activities including the Public Hearing, justification for meeting locations, transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with Part 1, Chapter 11 of the *PD&E Manual* and the *FDOT Public Involvement Handbook*. The CONSULTANT will analyze comments received and prepare comment responses for AUTHORITY approval. The CONSULTANT will summarize the public involvement process and document the public comments received and the AUTHORITY's responses in the Final Environmental Document. Supporting documentation will be maintained in the AUTHORITY project file and within SWEPT, if required.

Any coordination regarding other projects should be documented in the Comments and Coordination Report.

### **Notification of Approved Final Environmental Document**

The CONSULTANT will prepare display advertisements for the notification of the approved Final Environmental Document. The CONSULTANT will pay for the cost of publishing. The AUTHORITY must review and approve the notice prior to publication.

### **Additional Public Involvement Requirements**

CONSULTANT will support the AUTHORITY with the following:

#### Identify and Inspect Public Meeting Sites

The CONSULTANT will assist the AUTHORITY in identifying and inspecting prospective sites for suitability to use as a venue for public meetings. The CONSULTANT will consider location, seating capacity, sound system, lighting, display space, and any other physical characteristics which would influence the viability of the site, including compatibility with the terms of the ADA. The CONSULTANT will make all arrangements for use of meeting facilities including payment of rental fees if applicable.

#### Correspondence

The CONSULTANT will provide copies of all written correspondence sent by the CONSULTANT to all inquiries about this project to the AUTHORITY within three business days of receipt or mailing. The CONSULTANT will assist the AUTHORITY in managing and preparing responses to all public inquiries that were a result of the public involvement process.

#### Newsletters

The CONSULTANT will prepare newsletters/e-newsletters at various key points (up to four) during the study including for: project kick-off, announcement of Alternatives Public Meeting, announcement of Public Hearing, Location Design Concept Acceptance. The AUTHORITY will mail/email the newsletters to elected officials. The CONSULTANT will mail the newsletters to property owners, businesses, and interested persons included on the mailing list compiled by the CONSULTANT as appropriate and with final AUTHORITY approval. The AUTHORITY will review

the mailing list prior to mailing. A maximum of four newsletters are anticipated throughout the life of this project.

Videos, Renderings, etc.

The CONSULTANT will prepare PowerPoint presentations, videos, and renderings for public meetings as needed. The CONSULTANT will produce up to six photo renderings depicting the existing and proposed conditions at locations along the corridor to be determined by the AUTHORITY.

The CONSULTANT will produce one 3D animation along the length of the project corridor. This animation will visualize the preferred alternative for purposes of public display and presentation at the Alternatives Public Meeting and/or Public Hearing. The final project deliverables will include a master DVD suitable for duplication and an internet ready video file suitable for posting on the project website. The animation will be of enough detail and accuracy, so the viewer can see a realistic depiction of the project from multiple viewpoints. The CONSULTANT will photograph the existing structures and landmarks along the project corridor to provide backgrounds for the animations. Updated aerial imagery will be obtained. Survey data will be used to determine building heights.

## **ENGINEERING ANALYSIS AND CONSIDERATIONS**

The CONSULTANT activities to conduct and prepare engineering analyses and reports shall be done under the direction of the AUTHORITY Project Manager. The CONSULTANT shall perform engineering activities essential to developing and evaluating project alternatives as outlined in Part 2, Chapter 3 of the *PD&E Manual* and as specified in this section. The CONSULTANT will gather and review existing data from the AUTHORITY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area. The CONSULTANT will collect additional data necessary to supplement existing data.

The CONSULTANT will verify, and if necessary, amend the purpose and need statement for the project based on information obtained from the Programming Screen Summary Report, existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and input received through the public involvement process with AUTHORITY and if necessary FDOT approval.

The CONSULTANT will develop and analyze conceptual design alternatives to address the Study's Purpose and Need. Prior to evaluating alternatives, engineering analysis must demonstrate that maximization of the existing system through various TSM&O strategies (Section 4.2) will not meet the purpose and need for the project. The CONSULTANT will document the TSM&O Alternative in the alternatives section of the PER and Final Environmental Document. If the TSM&O Alternative does not meet the purpose and need for the project, the PER and Final Environmental Document must briefly explain why.

Based on engineering analysis, the public involvement process, and environmental analysis, the AUTHORITY will identify a proposed design concept (the preferred alternative) to advance to the design phase.

## **Review of Previous Studies**

The CONSULTANT shall review and summarize previous completed (or concurrent) planning studies and other studies that are related to this project and appropriately incorporate their results in the analysis of the project as described in the *PD&E Manual*.

## **Existing Conditions Analysis**

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the study area, assess project needs, identify physical and environmental constraints, develop, and analyze project alternatives, and assess constructability issues.

The CONSULTANT will collect data describing existing conditions and characteristics of the project including roadway geometrics, typical section elements, signalization and other operational features, access features, and right-of-way requirements, and other data applicable to modes and sub-modes of transportation, including pedestrians, bicyclists, public transit users, paratransit users, and freight.

The CONSULTANT will analyze existing conditions to identify and verify current transportation deficiencies as they relate to the needs and objectives of the Study.

The CONSULTANT will furnish necessary exhibits for use in the Study, such as a Study Location Map, Corridor Maps, and Concept Plans.

## **Survey (Not Applicable)**

The AUTHORITY is to complete survey separate from this scope. The CONSULTANT will review survey data for completeness and coordinate with the AUTHORITY Project Manager if additional design survey is needed.

## **Geotechnical**

The CONSULTANT will conduct PD&E level geotechnical services to at a minimum identify Karst topography in the Study corridor.

All work performed by the CONSULTANT shall be in accordance with AUTHORITY standards and coordinated through the AUTHORITY General Engineering Consultant (GEC). The AUTHORITY GEC, or representative, will make interpretations and could make changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT as necessary.

Before beginning work and after the Notice to Proceed is issued, the CONSULTANT shall submit an investigation plan for approval and meet with the AUTHORITY's GEC, or representative, to review the plan against AUTHORITY requirements.

The CONSULTANT shall coordinate with the AUTHORITY's Director of Engineering and GEC staff regarding project requirements, review of existing geotechnical data, and need for additional data. The CONSULTANT will review the US Department of Agriculture (USDA) soil data, US Geological Survey (USGS), and Natural Resource Conservation Service (NRCS) maps, US Coast and Geodetic Survey (USCGGS) maps, and summarize the findings.

The CONSULTANT will perform a review of previously completed geotechnical surveys and compile available boring data from previous projects within the project limits. The CONSULTANT

will perform field reconnaissance of the project area to determine conditions that may affect development of project alternatives. The CONSULTANT will prepare a Geotechnical Technical Memorandum summarizing the geotechnical investigation findings that will be used to facilitate the data for design.

Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project.

## **Traffic Analysis**

The CONSULTANT will review existing traffic data from planning studies to carry out traffic analysis for this Study and determine whether additional data may be needed. The CONSULTANT must collect additional data for the study area if data gaps are identified. Previous analysis from planning studies with data older than 24 months should be validated and checked for reasonableness. If the traffic validation exercise reveals that the existing counts available are not valid anymore, then a methodology should be developed to update the traffic. Furthermore, a field inspection should be conducted to confirm existing characteristics.

The CONSULTANT will review and finalize the following Traffic Reports and Planning studies:

- Conceptual Design Alternatives for Traffic Analysis
- Project Traffic Forecast Memorandum
- Traffic Analysis Methodology Technical Memorandum
- Project Traffic Analysis Report (PTAR)

## **Traffic Analysis Methodology**

The CONSULTANT will perform traffic analysis in accordance with guidance from the FDOT's *PD&E Manual*, *Traffic Analysis Handbook*, and *Project Traffic Forecasting Handbook*. The CONSULTANT will prepare a forecast and analysis methodology which must be agreed upon by the AUTHORITY, FDOT, and if applicable Hillsborough County prior to beginning any analysis. It must also establish the performance Measures of Effectiveness (MOE) for conducting a comparative evaluation of alternatives. The methodology will evaluate the study area as a network including major intersections within 1-mile of the project corridor. The development of future forecast data must use the currently adopted version of the Transportation Planning Organization (TPO) Long Range Transportation Plan (LRTP) travel demand model - *Tampa Bay Regional Planning Model (TBRPM) version 9.3*, or latest if updated. The CONSULTANT will validate the travel demand model at a subarea level.

Capacity analysis will be based on the latest *Highway Capacity Manual* procedures. The advanced microsimulation traffic analysis model PTV VISSIM will be used, and Calibration and Validation is required. Calibration of the microsimulation model should be consistent with the *FHWA Traffic Analysis Toolbox*. Traffic Operational Analysis Procedures and Estimation of MOEs shall also be documented. Data should be gathered in accordance with the FDOT *Traffic Analysis Handbook*.

Traffic analysis methodology will include an approach or procedure to evaluate safety performance of the project alternatives.

The CONSULTANT must submit all traffic analysis files for assumptions, inputs, outputs, network data, calculations, and results to the AUTHORITY for approval.

Deliverable: Traffic Analysis Methodology Technical Memorandum

## **Traffic Counts**

The CONSULTANT will obtain the available initial traffic data from the AUTHORITY, FDOT, and Hillsborough County. Such data may include:

- Current corridor traffic counts
- Historic traffic counts with K, D and T factors
- Heavy vehicle traffic data; trucks (medium and heavy) and buses

The signalized intersections along US 301 within the project limits include:

- US 301 & Selmon Expressway (WB Ramps)
- US 301 & Selmon Expressway (EB Ramps)
- US 301 & Causeway Boulevard
- US 301 & S Falkenburg Road
- US 301 & Everhart Road / Crescent Park Drive
- US 301 & Bloomingdale Avenue
- US 301 & Krycul Avenue / Duncan Road
- US 301 & Lake St Charles Boulevard
- US 301 & Riverview Drive
- US 301 & Balm Riverview Road
- US 301 & Gibsonton Drive / Boyette Road
- US 301 & Symmes Road
- US 301 & Rhodine Road
- US 301 & Southern Pointe Boulevard / Panther Trace Boulevard
- US 301 & Summerfield Crossing Boulevard
- US 301 & Big Bend Road

To assess the impact of the project to the traffic operations in the study area, the CONSULTANT will perform the following traffic counts:

- 8-hour vehicle turning movement counts (TMCs) for peak hours
  - Falkenburg Road & Selmon Expressway (WB Ramps)
  - Falkenburg Road & Selmon Expressway (EB Ramps)
  - Major or all signalized intersections along US 301 (will be based on stakeholders' inputs and be determined in the analysis methodology)

Counts should only be done Tuesday, Wednesday, and Thursday. No counts will be allowed Monday or Friday.

All counts used in this study will be less than one-year old from the time of collection. The count locations and type will be agreed upon by the AUTHORITY, FDOT, and Hillsborough County prior to beginning the count program.

## **Vehicle Classification Counts on Roadway Segments and Ramps**

The CONSULTANT will review the FDOT's existing classification counts for completeness and collect the following existing classification data.

- 72-hour traffic classification counts with 15-minute increments at:
  - Each approach of the study intersections
  - Selmon Expressway mainline and Collector-Distributor (C-D) roads
  - Selmon Expressway ramps at US 301 and Falkenburg Road

## **Pedestrian, Bicycle, and Other Multimodal Data**

The CONSULTANT will review the existing multimodal data for completeness and coordinate with the AUTHORITY Project Manager if additional data is needed. The CONSULTANT will collect the following additional existing traffic data.

- Pedestrian Counts (if necessary)
- Bicycle Counts (if necessary)
- Travel patterns or origin/destination (O/D) survey (if necessary)
- Transit data (if necessary)
- Freight movement (if necessary)

## **Calibration and Validation Data Collection**

The CONSULTANT will collect calibration and validation data for the project analysis in accordance with Part 2, Chapter 2 of the *PD&E Manual* and the *Traffic Analysis Handbook* and methodology as agreed upon in the analysis methodology.

- The CONSULTANT will obtain signal timings for all signalized intersections
- The CONSULTANT will obtain/collect existing Roadway Characteristics Inventory data including number of lanes, turning lane storage lengths, speed limits, lane width, presence of lighting and sidewalks
- The CONSULTANT will collect operational data including travel time runs within the project limits during the peak periods for the AM and PM, queue length observations at the ramp terminal intersections, and off-peak (for desired speed) and peak (for calibration) spot travel speed data at select locations within the project limits
- The CONSULTANT will observe the queue lengths at the study intersections during the peak hours when the travel time runs and turning movement counts are performed
- The CONSULTANT will utilize Streetlight O/D data to supplement and validate the Bluetooth detection O/D data for travel patterns. The CONSULTANT will conduct the O/D analysis, post-process, and summarize this data. The AUTHORITY will use both data sets to adjust the TBRPM.
- The CONSULTANT will process collected data and prepare summaries

## **Existing Traffic Operational Analysis**

The CONSULTANT will conduct an existing (2023 base year) traffic operational analysis and report the operational performance measures as agreed upon in the analysis methodology. The analysis must include bicycle, pedestrian, and transit (if applicable) operations. The manual count data should be reviewed for reasonableness and will be used to obtain the existing design hourly volumes using historical and seasonal adjustments as appropriate. All existing design hourly volumes must be balanced before being used in the analysis.

### Traffic Factors

Based on the data collection efforts, the CONSULTANT will develop traffic factors to use for the analysis and to develop DDHVs. Peak Hour Factors (PHFs) for the existing conditions analysis will be based on an average overall factor from the traffic count data collection. Future year PHFs may be modified based on guidelines as found in the *Highway Capacity Manual (HCM)* and other technical resources to reflect anticipated conditions.

The CONSULTANT will develop traffic characteristics (K, D and T factors) in accordance with FDOT's *Project Traffic Forecasting Procedure (525-030-120)*. A standard K factor may be approved for use in this project under the direction of the AUTHORITY. The D factors will be developed based on the traffic count data collected. The AUTHORITY will accept rational adjustments to overall K and D factors for uniformity. Adjusted values must maintain the minimum acceptable values as defined in the FDOT *Project Traffic Forecasting Procedure (525-030-120)*. Traffic factors and characteristics will be summarized and provided in the report along with supporting documentation of adjustments.

Truck percentages and vehicle composition for daily and design hour volumes will be obtained from FDOT traffic count stations and compared to the counts collected for the study.

### Existing Traffic Volumes

Any daily counts collected or received will be converted to normalized AADT volumes by use of appropriate peak season factors. All traffic counts will be adjusted to reflect the existing conditions. Adjustments will be determined based on an analysis of historic traffic count data for the corridor. Information will be presented in tabular and graphic formats. The CONSULTANT should develop all forecasts and verify all traffic volumes for reasonableness of results prior to finalizing the existing AADT and Directional Design Hourly Volumes (DDHVs).

The CONSULTANT will perform a check of all traffic count data collected for the project. This check will include, but not be limited to:

- Consistency of volume flows between count locations with no major drops or additions of traffic between count locations
- Total daily directional traffic flows should be approximately equal and balanced in both directions. If results do not show balance a reasonable explanation should be provided.

### Existing Traffic Operations Analysis

The CONSULTANT will evaluate all or the major signalized intersections along US 301 between the Selmon Expressway and Big Bend Road and the interchanges along Selmon Expressway at US 301 and Falkenburg Road. The CONSULTANT will use the VISSIM microsimulation program to conduct the traffic analysis. The CONSULTANT may use SYNCHRO for preliminary timing scheme optimization for the signalized intersections within the study limits.

The existing conditions VISSIM model will be based on existing as built plans, aerial photography, photographs, signal timing parameters, existing traffic volumes, and operational characteristics. Once the existing conditions simulation models are constructed, they will be calibrated to reasonably match traffic operations observed in the field.

Documentation will include the basic methodology, coding, and output for US 301, I-75 and local arterial roads speed profiles, travel timetables, tables showing volume, speed, and density.

Origin Destination Matrix Estimation (ODME) will be performed for existing, opening, and design years' AM and PM peak periods to be used in VISSIM. Seed matrices provided by O/D study and targets from balanced hourly 2050 volume will be used for ODME process.

### **Future Demand Forecasting**

No-Build Volumes: The CONSULTANT will develop opening year and design year design hourly volumes for the No-Build Alternative in accordance with the *Project Traffic Forecasting, Procedure No. 525-030-120*. The need for interim year analysis will be determined in the traffic analysis methodology.

Build Alternatives Volumes: The CONSULTANT will develop opening year and design year design hourly volumes only for viable or feasible Build Alternatives. The need for interim year analysis will be determined in the traffic analysis methodology

### **No-Build Analysis**

The CONSULTANT will analyze the operational performance of the No-Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the project. The CONSULTANT will evaluate the operational effectiveness of the No-Build Alternative using agreed upon performance MOEs. The analysis should include multimodal evaluation for pedestrian, bicycle, freight, and transit modes, as appropriate.

### **Development and Screening of Alternatives**

The CONSULTANT will identify, develop, assess, and screen preliminary project alternatives that would meet the purpose and need for this Study in accordance with Part 2, Chapter 3 of the *PD&E Manual*. Development of alternatives will consider previously completed planning products.

- a) No-Build Alternative – This includes the existing configuration of the study limits for the existing year and existing plus committed improvements for future analysis years. The CONSULTANT will analyze the operational performance of the No-Build Alternative for the analysis years to identify deficiencies related to the purpose and need for the Study. The CONSULTANT will evaluate the operational effectiveness of the No-Build Alternative using agreed upon performance MOEs.
  
- b) Build Alternative – A Build Alternative may include a 4-lane toll road (2-lanes in each direction), in the US 301 corridor, slip ramps for on/off movements from the Selmon Expressway to US 301, reconstruction or widening of US 301 to accommodate the new roadway, interchange improvements at the Selmon Expressway, flyover movement (over I-75) at Bloomingdale Avenue to enhance intersection operations, and potential connections to Bloomingdale Avenue, Gibsonton Drive, and Big Bend Road. In addition, the CONSULTANT will analyze the project network including major intersections within 1-mile of the Study corridor. The Ultimate Build Alternative is anticipated to be completed through multiple phases. Alternatives for each phase will be developed and evaluated in this PD&E Study.

Project goals, objectives, and evaluation criteria will be further defined in coordination with project stakeholders and the AUTHORITY and be applied to the alternatives and segments to measure the relative performance of each alternative/segment as it relates to their merits as well as their potential impacts. Based on stakeholder input, the CONSULTANT may revise the purpose and

need statement originally developed for the project in order to best align with project goals and objectives.

The CONSULTANT will recommend to stakeholders and the AUTHORITY appropriate performance metrics for evaluating alternatives that are consistent with the project's purpose and need. The CONSULTANT will also develop a screening procedure to be approved by the AUTHORITY in order to determine those alternatives that best meet the project's purpose and need. Alternatives not deemed to be viable will be removed from further consideration, and the logic and reasons for removing these alternatives will be thoroughly documented consistent with NEPA requirements and in support of the PD&E process in accordance with Part 2, Chapter 3 of the *PD&E Manual*. Development of alternatives will consider previously completed planning products, such as the ETDM Programming screen.

Based on the future year traffic forecasts with and without the proposed improvement alternative scenarios, the CONSULTANT will analyze peak period traffic conditions using the same applicable procedures used to determine existing levels of service for the toll lanes, general use lanes, ramps, arterial segments, and intersections within the study limits. The CONSULTANT will perform operational analyses for the Ultimate Build and phased Build scenarios for the opening and design years using the VISSIM microsimulation program. The CONSULTANT may use SYNCHRO for preliminary timing scheme optimization for intersections within the study limits.

VISSIM outputs will be used to evaluate the traffic operations of the facilities within the project limits. The CONSULTANT will summarize future year operational analyses for AM and PM peak hour conditions and include the results of adjacent hours for the multi-period analysis in the appendices. Each of the future year analysis will include intersection simulated volume, delay, and maximum queue lengths. Network-wide delay, travel time, and speed will also be summarized. Information will be summarized in graphic and tabular format.

The following tasks are necessary to perform a traffic operational analysis within the study limits using PTV VISSIM.

- No-Build Conditions VISSIM Modeling & Analysis (2030 and 2050 AM/PM)

VISSIM models will be developed by the CONSULTANT as a network including major intersections within 1-mile of the project corridor. with opening and design year AM/PM traffic conditions for the No-Build scenarios. Each of the VISSIM traffic simulation models will be run for three hours, not including network loading time, with multiple runs having different random number seeds due to the stochastic nature of traffic simulation models. Ten runs will be performed for each analysis case. The average of the output from these model runs will be summarized and averaged in tabular format. MOEs will include processed volume, speed, and density, and network-wide output including total delay, total travel time, average speed, etc. Intersection MOEs will include delay and maximum queue lengths.

- Build Conditions VISSIM Modeling & Analysis (2030 and 2050 AM/PM)

VISSIM models will be developed by the CONSULTANT with opening and design year AM/PM traffic conditions for the applicable build alternatives, if required by the AUTHORITY. VISSIM modeling will be conducted for the ultimate build alternative and phased build alternatives. Each of the VISSIM traffic simulation models will be run for three hours, not including network loading time, with multiple runs having different random number seeds due to the stochastic nature of traffic simulation models. Ten runs will be performed for each analysis case. The average of the output from these model runs will be averaged and summarized in tabular format. MOEs will

include processed volume, speed, and density, and network-wide output including total delay, total travel time, average speed, etc. Intersection MOEs will include delay and maximum queue lengths.

To identify the impact of the project to the adjacent road network, the CONSULTANT will conduct a segment-level Quality/Level of Service (Q/LOS) analysis for the roadway segments listed below following the 2023 FDOT Multimodal Q/LOS Handbook methodology and guidelines.

- Lithia Pinecrest Road
- E Lumsden Road
- Bloomingdale Avenue
- Gibsonton Avenue/Boyette Road/Fishhawk Boulevard
- Big Bend Road
- US 41
- I-75
- US 301

### **Intersection Control Evaluation**

The CONSULTANT will develop Intersection Control Evaluation(s) (ICE) in accordance with the *Manual on Intersection Control Evaluation* and the FDM, if required. The ICE evaluation(s) must include evaluation of operation and geometrics with respect to safety, freight, design year traffic, access management, physical and right-of-way constraints, design vehicle, posted speed limit, and transit operations. The ICE may be documented in the PTAR and will be summarized in the PER and Final Environmental Document consistent with Part 2, Chapter 3 of the *PD&E Manual*.

### **Operational Evaluation of Build Alternatives**

The CONSULTANT will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. The analysis must include multimodal evaluation for pedestrian, bicycle, freight, and transit modes as appropriate. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the study area. The analysis may include other measures where appropriate to the goals and objectives of the project. The CONSULTANT will evaluate the operational effectiveness of Build Alternatives using agreed upon performance MOEs.

### **Project Traffic Analysis Report (PTAR)**

As described in Part 2, Chapters 2 and 3 of the *PD&E Manual*, the CONSULTANT will prepare a PTAR. The PTAR will document all data collection efforts, travel demand modeling, and development of future traffic volumes and traffic operational analysis of the existing conditions, No-Build conditions, and Build Alternatives. The design traffic will be prepared in accordance with the *Project Traffic Forecasting Procedure (#525-030-120)*. The results of the operational analysis conducted for all viable alternatives will be documented and compared within the PTAR. The PTAR will include recommendations for the phased implementation of the improvement alternative(s) identified in this study.

Deliverables: Project Traffic Analysis Report

### **Interchange Access Request (IAR)**

The CONSULTANT will prepare an IAR should the preferred alternative require an interchange modification in accordance with the *Interchange Access Request User's Guide*, if necessary at:

- US 301 at the Selmon Expressway

The CONSULTANT will include the results of the IAR in the engineering analysis according to Part 1, Chapter 4 and Part 2, Chapters 2 and 3 of the *PD&E Manual*.

### **Traffic Data for Noise Study**

The CONSULTANT will provide traffic data required for the noise study in accordance with the *Traffic Noise Modeling and Analysis Practitioners Handbook*, and will include the following data for each road segment, ramps, cross streets, and frontage roads, for the existing year, opening year, and the design year for Build and No-Build Alternatives including:

- LOS C directional hourly volumes
- Number of lanes
- Demand peak hourly volumes (peak and off-peak directions)
- Existing and proposed posted speed
- Target Speed
- Percentage of heavy trucks (HT) in the design hour
- Percentage of medium trucks (MT) in the design hour
- Percentage of buses in the design hour
- Percentage of motorcycles (MC) in the design hour

### **Traffic Data for Air Analysis**

The CONSULTANT will collect traffic data required for the air quality analysis which will include the

Following, if required:

- Intersection type and approach speeds
- Intersections - peak hour volumes for each approach
- Interchanges - peak hour volumes for each ramp (on or off) regardless of percent turning volumes (if applicable)
- Toll plaza – peak hour volumes for each approach

### **Signage (Optional)**

Not Applicable

### **Tolling Concepts**

The CONSULTANT may work with THEA's Toll System, Tolls Design, Planning and Finance Offices to evaluate the overall tolling scenarios for both mainline, ramp, and managed lanes to ensure that the tolling component is compatible along the corridor. Tolling scenarios must consider project level, corridor level and regional network needs. Tasks may include research,

data collection, and sketch level toll site evaluations for all concept alternatives. The concept alternatives shall meet the General Tolling Requirements (GTR).

The CONSULTANT may meet with both the Toll Systems and Tolls Design Offices to discuss the tolling design concept alternatives and develop or evaluate each concept alternative with a "sketch level" toll site. A "sketch level" toll site demonstrates the appropriate toll site infrastructure layout onto the concept alternative, confirms the basic geometry, and identifies preliminary site constraints per GTR criteria.

If additional or new tolling locations are identified, the CONSULTANT shall prepare a preliminary Toll Siting Technical Memorandum (TSTM) to evaluate toll site locations for the preferred alternative and recommend the location for each proposed toll site. The work must include all effort required to prepare and submit the preliminary TSTM using the most current TSTM template recommending the toll site locations based on coordination with all disciplines. The work must also include evaluating any impacts to existing toll sites. The preliminary TSTM shall document the applicable GTR criteria required to locate each toll site for all interim and ultimate roadway configurations. The TSTM is to be summarized in the PER.

The evaluation may include analysis of multiple potential toll site locations for each proposed toll site, identify any deficiencies, and areas that were eliminated from consideration. The preliminary TSTM must provide the EOR's recommendation for each toll site location with supporting documentation including any criteria deviations or other technical considerations as applicable. The preliminary TSTM must also document analysis of the proposed communication and power routes for any proposed changes to the THEA tolling system.

The CONSULTANT shall work with both Toll Systems and Tolls Design Offices to support development of any modifications to existing or proposed managed lanes with a tolling component for both interim and ultimate configurations. Coordinate and develop the project level and corridor level Managed Lanes Diagrams (MLDs) for the interim and ultimate configurations.

Deliverable: TSTM

## **Safety**

The CONSULTANT, in consultation with the AUTHORITY, will develop the methodology for conducting the safety analysis in accordance with Part 2, Chapter 2 of the *PD&E Manual* and the *Safety Analysis Guidebook* for PD&E Studies.

## **Existing Conditions Analysis**

The CONSULTANT will perform a safety analysis in accordance with the *Safety Analysis Guidebook* for PD&E Studies and *Safety Crash Data Guidance*. The CONSULTANT will obtain the most recent five (5) years of available data from the AUTHORITY's crash database and other local sources for this project for the existing conditions analysis. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. In addition to crash data, field observations, stakeholder input, and other information on existing operations may be necessary.

The CONSULTANT will review the AUTHORITY's and FDOT's *Safety Dashboard* to identify safety needs to be considered in the PD&E Study.

## **Future Conditions Analysis**

A future conditions analysis is performed to assess the potential safety benefits of the proposed alternatives in comparison to the No-Build Alternative. The CONSULTANT will analyze the safety performance of the alternatives based on future traffic volumes, proposed geometrics, modal needs, traffic control conditions, and users of the facility, as appropriate. Future conditions analysis must consider the proposed design context, traffic operational performance and users of the facility. The CONSULTANT will use crash modification factors (CMFs) or the *Highway Safety Manual* (HSM) predictive method as agreed upon in the Traffic Analysis Methodology. Depending on the methodology, additional data may be needed including roadway characteristics and volumes.

The future conditions analysis should also review and assess ongoing or committed projects near the project area that may impact the transportation network.

## **Documentation of Safety Analysis**

The CONSULTANT will document the results of the safety analysis in the PTAR and summarize the findings in the PER and Final Environmental Document if safety is part of the purpose and need. The discussion of the safety analysis in the PTAR, Safety Analysis Memorandum, or Interchange Access Request will describe existing safety problems and identify the recommended corrective actions to be applied to the proposed alternatives. The CONSULTANT shall describe the future conditions analysis and discuss how the proposed alternatives improve upon any existing or potential safety problems. This will include a comparison of the safety performance of the future No-Build and Build conditions. If more than one Build Alternative is being considered and there is a difference in the safety performance of the alternatives, a comparative analysis of the alternatives should be provided.

## **Utilities and Railroad**

The CONSULTANT will obtain information in accordance with Part 2, Chapter 21 of the *PD&E Manual*.

### **Utilities**

Prior to starting utility coordination, the CONSULTANT and the AUTHORITY Project Manager shall meet with the FDOT District Utility Office (DUO) for guidance to ensure that all necessary utility coordination will be accomplished in accordance with FDOT procedures.

It is the responsibility of the CONSULTANT to determine the UAOs within or adjacent to the project.

The CONSULTANT will prepare a PD&E Request Package containing items specified in Part 2, Chapter 21 of the *PD&E Manual*. Upon approval by the DUO, the CONSULTANT will distribute the PD&E Request Package to the identified utility providers and request existing and planned utility information for major above ground and subsurface facilities within the project limits.

The CONSULTANT, AUTHORITY Project Manager and DUO will meet with each UAO as necessary, separately or together, to understand utility conflicts and project potential impacts on utilities. The CONSULTANT will evaluate and consider potentially significant utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and

recommending mitigation strategies, the CONSULTANT should refrain from making any compensability determinations in any of the documentation/assessments that they create.

The CONSULTANT will prepare a Utility Assessment Package (UAP). The UAP must contain items specified in Part 2, Chapter 21 of the *PD&E Manual*.

Deliverable: UAP

## **Railroads**

Not Applicable.

## **Roadway Analysis**

Development of Build Alternatives must consider FDOT's *Complete Streets, Policy No. 000-625-017*, early in the alternatives development process in accordance with Part 2, Chapter 3 of the *PD&E Manual*. The Complete Streets Policy requires a context-sensitive approach to project development by accommodating all transportation users and their relationship to safety, economy, mobility, and the environment. The complete streets context classification for the project is based on FDOT's *Context Classification Guide*. The CONSULTANT will consider innovative alternatives such as Connected and Automated Vehicle (CAV) technology, autonomous vehicles and tunneling when practicable, especially on Major Projects, as defined in Part 1, Chapter 4 of the *PD&E Manual*, or projects in highly congested urban areas.

## **Design Controls and Criteria**

The CONSULTANT will prepare design controls and criteria for developing project alternatives and designing initial geometrics and other roadway elements according to applicable AUTHORITY and/or FDOT standards.

## **Typical Section Analysis**

The CONSULTANT will develop conceptual typical section alternatives for the project alternatives which address transportation needs and context. Development of typical sections must consider the needs of all project users and the approaches contained in the FDOT's *Context Classification Guide and Complete Streets, Policy No. 000-625-017*.

## **Geometric Design**

The CONSULTANT will perform geometric design using the established project design controls and criteria. The CONSULTANT will also use project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of project alternatives must consider environmental constraints, physical constraints, Context Sensitive Solutions, Complete Streets and any additional information, as required. See Part 2, Chapter 3 of the *PD&E Manual* for more engineering and design considerations. For each alternative evaluated in detail, the CONSULTANT will prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

## **Intersections And Interchange Evaluations**

The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, ramp, auxiliary lanes,

storage lengths, ramp terminals, ramp junctions, and other geometric details at the following intersections:

- Selmon Expressway
- Bloomingdale Avenue
- Gibsonton Drive/Boyette Road
- Big Bend Road

The CONSULTANT will review all planning studies for Intersection Control Evaluations and Interchange Analysis. Data older than 24 months should be validated and checked for reasonableness.

### **Access Management**

The CONSULTANT will review the AUTHORITY's and FDOT's standards of the access management classification, found in Part 2, Chapter 201 of the *FDM* and evaluate its application to the project.

The CONSULTANT will recommend the proper access classification and standard to be applied to the project. The CONSULTANT will show appropriate access management features on the concept plans. Changes in access management should be consistent with the AUTHORITY's and/or FDOT's *Median Opening and Access Management, Procedure No. 625-010-021*, and documented in the appropriate sections of the PER and the Final Environmental Document.

The proposed access management plan will be presented as part of the public involvement process, in accordance with Part 2, Chapter 3 of the *PD&E Manual*. If a meeting is required, it may be combined with the PD&E Study Public Hearing or other Public Meeting.

### **Multi-Modal Accommodations**

The CONSULTANT will identify and evaluate accommodations of freight, parking, pedestrian, bicycle, and transit and analyze the existing and planned multimodal needs and developing alternatives to accommodate these users. The CONSULTANT will coordinate with local governments, MPO's, transportation agencies, local Bike/Ped Office(s), rails to trails, etc., and the public in order to understand the transportation needs of users of all ages and abilities to promote the efficient development of multimodal transportation systems. The CONSULTANT will develop new multimodal alternatives.

The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, public transit and freight services in the US 301 Study Corridor. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel.

The CONSULTANT will consider freight, pedestrian, bicycle, and transit along US 301 in the development and evaluation of project alternatives with a goal of improving overall mobility, access, connectivity, safety and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride facility needs, as necessary.

The CONSULTANT will consider and evaluate the existing and anticipated future use of the project by bicyclists and pedestrians, the potential impacts of the project alternatives on bicycle and

pedestrian travel and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the project in association with AUTHORITY and Hillsborough County's Vision Zero policies.

The CONSULTANT will also consider supportive Transportation Demand Management and parking management strategies consistent with the transportation context and the needs of all users of the project.

The CONSULTANT will assist the AUTHORITY with coordination with local agencies, transit operators and MPOs as appropriate.

## **Lighting**

The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guidelines, standards, and current design memorandums. The CONSULTANT will include the estimated cost for lighting in the construction cost estimate for the preferred alternative. The CONSULTANT shall prepare a Lighting Justification Report (LJR), following the procedures outlined in the FDOT *Manual on Uniform Traffic Studies (MUTS)*.

Deliverable: LJR

## **Identify Construction Segments**

The CONSULTANT will identify project segments and/or construction segments along with a definition of implementation phasing. This will include reviewing Work Program funding, staging, and sequencing plans that were created by others. If required, the CONSULTANT will identify shorter (i.e., minimum operable segment) intermediate-cost alternatives in the segment determination.

## **Transportation Systems Management and Operations**

Prior to evaluating build alternatives, the CONSULTANT shall demonstrate through analysis that maximization of the existing system through various TSM&O strategies will not meet the purpose and need for the project, in accordance with Part 2, Chapter 3 of the *PD&E Manual*. The CONSULTANT shall evaluate various TSM&O strategies such as ramp signals, arterial traffic management systems, traffic incident management, work zone traffic management, road weather management, traveler information services, congestion pricing, parking management, traffic control, commercial vehicle operations, transit priority signals systems, and freight management. If the TSM&O alternative is eliminated, or determined to be not applicable, the CONSULTANT must document in the PER and Final Environmental Document the reason(s) the alternative does not meet the project's purpose and need.

The CONSULTANT will coordinate with the AUTHORITY to develop hybrid alternatives that could incorporate TSM&O strategies and/or multimodal options with the build alternative(s) to meet the purpose and need for the project.

If the project involves the use of ITS architecture, the CONSULTANT will study or investigate a broader range of systems as it relates to the PD&E study such as traffic signal systems, communication systems, travel time systems, Transit Signal Priority (TSP), Adaptive Traffic Control System (ATCS) and other systems referenced in the ITS Architecture. The CONSULTANT will use a Systems Engineering approach for determining the TSM&O Systems and required systems engineering documents for the project.

The CONSULTANT will develop a Preliminary Systems Engineering Management Plan (PSEMP) and a high-level Project Concept of Operations (ConOps) according to FHWA Rule 940. The ConOps must be reviewed by the AUTHORITY and if necessary FDOT District TSM&O engineer. The ConOps document template can be found on FDOT's Systems Engineering website.

The CONSULTANT will evaluate the need for improvements, preservations, or modifications to the existing TSM&O system in relation to the alternatives being considered. This includes reviewing the existing as-built information, identifying impacts to the existing TSM&O infrastructure due to the other project work, identifying opportunities to preserve or enhance TSM&O infrastructure, and developing a high-level cost estimate for the changes necessary to the infrastructure in order to meet project TSM&O needs and goals. These items will be documented in the ConOps.

The CONSULTANT will identify the delivery method for both equipment and technology and prepare implementation schedule that includes engineering, design, construction, and project activation (testing and start-up).

The CONSULTANT will coordinate with the AUTHORITY, the FDOT District TSM&O Engineer, and the Hillsborough County Traffic Engineer concerning existing and proposed Intelligent Transportation Systems (ITS) and Advanced Traffic Management System (ATMS) infrastructure. The CONSULTANT will consider the presence of the ITS infrastructure when analyzing the traffic for the corridor, as well as any proposed improvements that may impact the underground fiber optic cable infrastructure and associated roadside devices.

## **Structures**

### **Existing Structures**

The CONSULTANT will collect the existing structure characteristics for all structures in accordance with Part 2, Chapter 3 of the *PD&E Manual* including: List Bridge number(s) (for each bridge describe the typical section, location, length, and other pertinent information to define the scope of the proposed bridge work).

Existing steel bridges require a fatigue evaluation as noted in Part 2, Chapter 3 of the *PD&E Manual* and Section 7.3.8 of the Structures Design Guidelines in the *FDOT Structures Manual*.

### **Structures Typical Sections**

The CONSULTANT will develop typical sections options for the bridges. These will include the AUTHORITY's and FDOT's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts. Coordination with the AUTHORITY's and FDOT's District's Structures Design Engineer is required.

### **Proposed Structure**

For existing bridges, the CONSULTANT will consider the age, sufficiency rating, typical section, repair costs, vertical and horizontal clearance, historic significance, maintenance of traffic plan, and availability of a detour route to determine if the bridge needs to be repaired or replaced.

For a bridge that is considered historic, or has substantial community value, the study must include a rehabilitation or repair alternative. If the bridge has an existing wildlife crossing feature,

coordination with the AUTHORITY and the FDOT District Environmental Manager and the resource agencies is required to ensure appropriate bridge design alternatives are considered.

For new bridges, the CONSULTANT will consider the proposed typical section, navigation requirements, vertical and horizontal clearance requirements, location hydraulic evaluation and scour analysis, geotechnical data, security requirements, aesthetics considerations and potential pier locations.

The CONSULTANT will document structural design calculations and design assumptions used in the analysis in the PER and/or BDR. See *FDM, Part 2, Chapter 260, Procedure No. 625-000-002*, for the contents of the bridge analysis.

### **Structures Over Navigable Waters**

The CONSULTANT will prepare material for AUTHORITY coordination with USCG for bridge height and clearances as identified in Part 1, Chapter 16 of the *PD&E Manual*.

### **Drainage**

The CONSULTANT will perform a drainage analysis in accordance with Part 2, Chapters 11 and 13 of the *PD&E Manual* and the AUTHORITY and/or FDOT's *Drainage Manual, Procedure No. 625-040-002*. The CONSULTANT will incorporate or consider any other related technical report findings into the Drainage Reports.

### **Floodplain and Drainage Data Collection**

The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other relevant sources including local government, local agencies, and regulatory agencies. The CONSULTANT will gather data for drainage analysis including LIDAR, existing survey data, USGS Quadrangle Maps, and field observations.

### **Drainage Analysis**

The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using lidar information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the project.

### **Floodplain Compensation Analysis**

For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including incorporating floodplain compensation site requirements into the Pond Siting Report (PSR).

#### **SEA LEVEL RISE ANALYSIS**

For each alternative within the Coastal Building Zone as defined in 62S-7.010 F.A.C., the CONSULTANT will perform a Sea Level Impact Projection (SLIP) Study as described in Part 2, Chapter 3 of the *PD&E Manual*.

## **Stormwater Management Analysis**

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

Using the Watershed Approach to Evaluate Regional Stormwater Solutions (WATERSS) Process as described in the *WATERSS Process Guidebook* and Part 2, Chapter 3 of the *PD&E Manual*, the CONSULTANT will evaluate potential regional opportunities and develop stormwater management facilities.

The CONSULTANT will accelerate the WATERSS Process steps that were not completed prior to starting the PD&E Study.

The CONSULTANT will coordinate with AUTHORITY and if necessary FDOT for permitting requirements and associated meetings with permitting agencies. As part of the WATERSS process, the CONSULTANT will coordinate with the FDOT District 7 WATERSS Champion and District 7 Stormwater Team to become familiar with decisions and agreements made during the planning and ETDM Phase. Those decisions and agreements will be carried forward and more fully developed as applicable for each alternative. The CONSULTANT will review and become familiar with all the previous decisions, and considerations documented in the Stormwater Management Alternatives Report (SMART). The CONSULTANT will update the smart report to document activities and coordination in PD&E phase.

If the WATERSS process reveals no watershed approach solutions, the CONSULTANT will prepare a PSR or Conceptual Drainage Design Report in accordance with FDOT's *Drainage Manual and Drainage Design Guide*.

Deliverables: SMART Report, and PSR or Conceptual Drainage Design Report

## **Drainage Design (Optional)**

As directed by the AUTHORITY, the CONSULTANT will conduct drainage design services and submittals.

## **Location Hydraulics Report and Pond Siting Report**

The CONSULTANT will prepare a Location Hydraulics Report for the project in accordance with Part 2, Chapter 13 of the *PD&E Manual*. The CONSULTANT will prepare a PSR for the project in accordance with Part 2, Chapter 11 of the *PD&E Manual*, if necessary.

Deliverables: smart Report, Location Hydraulics Report, PSR (if necessary)

## **Bridge Hydraulics Report (Optional)**

The CONSULTANT will evaluate bridge hydraulics to determine the hydraulic length of the bridge or the length necessary to meet the hydraulic requirement and document in the Bridge Hydraulics report. The CONSULTANT will coordinate with the District's Structures Design Engineer and District Drainage Engineer.

## **Landscaping Analysis (Optional)**

The CONSULTANT will coordinate with AUTHORITY on the level of effort needed.

## **Project Cost Estimates**

The CONSULTANT will estimate the Total Project costs including the costs of design, right-of-way acquisition, residential and business relocation, construction, construction engineering inspection (CEI), environmental mitigation, and utility relocation. Design and CEI costs may be estimated as a fixed percentage of construction cost. Wetland mitigation costs can be based per acreage costs for the appropriate year in the most recent version of Chapter 11 of the FDOT's *Work Program Instruction*.

## **Construction Cost Estimates**

The CONSULTANT will develop construction cost estimates using FDOT's Long Range Estimate (LRE) program for viable alternatives. The CONSULTANT will be responsible for reviewing and updating the cost estimate when scope changes occur, at project milestones, and during the AUTHORITY's annual Work Program update cycle.

## **Right-of-Way Cost Estimates**

Based on typical section analysis and AUTHORITY and FDOT design standards, the CONSULTANT will establish construction limits and determine the minimum (proposed) right-of-way requirements throughout the limits of the project. Establishment of construction limits will consider the location of drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors.

The CONSULTANT will compare the existing right-of-way with the proposed right-of-way requirements to estimate the amount of right-of-way that the AUTHORITY must acquire. The CONSULTANT will estimate the cost for right-of-way acquisition, and cost estimates for relocations and business damages, if any. The CONSULTANT will submit concept plans for the Build Alternatives that include the parcel identification number, existing right-of-way lines, proposed right-of-way lines, and acreage of property required. Additionally, the CONSULTANT will provide a spreadsheet with the following parcel information: owner, address, acreage of parent parcel and required amount of property for the project, and parcel number.

The AUTHORITY's and/or FDOT's Right-of-Way Office staff and CONSULTANT will conduct an interactive field trip to review conditions in the corridor as they pertain to actual conditions that might impact the cost of right-of-way acquisition for the project. The CONSULTANT will jointly meet with the FDOT District 7 Roadway Engineer, Traffic Operations staff, Right-of-Way Office staff, and AUTHORITY's Office of General Counsel staff prior to the development of right-of-way cost estimates. The purpose of the meeting is to jointly review the proposed design parameters, the proposed alternative alignments to identify those alternatives for which right-of-way cost estimates will be developed by the AUTHORITY. The goal is to evaluate the alternatives necessary to comply with PD&E requirements and to satisfy the evaluation needed for eminent domain considerations for each alternative. The AUTHORITY will review and provide comments to the right-of-way cost estimates developed by the CONSULTANT.

## **Other Cost Estimates**

The CONSULTANT will incorporate and reference other costs as appropriate from supporting documents such as Utility Impact Assessment Report, PER, and Environmental Reviews. Other Costs may include utilities, mitigation, contamination, aesthetics, and percentage costs such as design estimates as appropriate.

## **Alternative Evaluation**

The CONSULTANT will document the preliminary alternatives in accordance with the *PD&E Manual* for the following types of alternatives:

1. No-Build Alternative
2. TSM&O Alternative
3. Multimodal Alternative
4. Build Alternative(s)

To conduct a preliminary evaluation of alternatives, the CONSULTANT shall develop each alternative sufficiently to evaluate its reasonableness and ability to meet the project's purpose and need in accordance with Part 2, Chapter 3 of the *PD&E Manual*. Those alternatives that do not meet the project's purpose and need, or are not reasonable or feasible, shall have the basis for their elimination documented in the PER and Final Environmental Document. The No-Build and reasonable alternatives will then be advanced for further design and comparative analysis as described below.

By considering project goals and objectives, purpose and need, and ETDM Programming Screen results, the CONSULTANT, in consultation with the AUTHORITY, will identify and document alternatives to be eliminated from further detailed study. Only viable or feasible alternatives should be carried forward for detailed study. The CONSULTANT must include in the PER a discussion of alternatives, including associated TSM&O strategies, which were considered for the project but eliminated from detailed study (during the Planning or PD&E phase). The discussion should describe each alternative considered; the methodology for eliminating alternatives, data used in the evaluation, agency and public input into the evaluation process; and at what point in the process (Planning or PD&E phase) the alternatives were eliminated.

The CONSULTANT will evaluate the No-Build and viable alternatives, their development, including accommodation of pedestrian and bicycle facilities, access management measures, incorporation of safety and operational measures into the alternatives' design, and stormwater management facilities. The CONSULTANT will document the evaluation in the PER and the Final Environmental Document.

## **Comparative Alternatives Evaluation**

The CONSULTANT will establish evaluation criteria at the beginning of the project, which must be agreed upon with the AUTHORITY before use in the comparative evaluation of alternatives. After developing the viable alternatives, analyzing alternatives, and estimating costs, the CONSULTANT will prepare an evaluation matrix which compares the environmental impacts, performance, and costs of the alternatives evaluated, in detail, in the PD&E Study. The evaluation matrix will include the performance of the No-Build Alternative as the baseline for comparison.

## **Selection of Preferred Alternative**

The AUTHORITY will select a preferred alternative based on review and analysis of engineering, environmental, and public involvement issues related to this project.

## **VALUE ENGINEERING (OPTIONAL)**

The CONSULTANT will conduct a Value Engineering (VE) study for the project according to *VE Program, Procedure No. 625-030-002*, and Part 2, Chapter 3 of the *PD&E Manual*. The CONSULTANT will prepare relevant project information and submit to the VE team. The information will be logically organized to facilitate the VE team's understanding of the project development. The CONSULTANT will submit and present to the VE team the following, minimum information, if available:

- Project traffic report
- Environmental studies reports
- Environmental documents
- Engineering analysis documentation
- Copies of all alternative concept plans/drawings
- Drainage analysis documentation
- Bridge hydraulics report and location hydraulics report
- Typical section package
- Other miscellaneous reports prepared for this project

At the request of the AUTHORITY, the CONSULTANT will meet with the VE team to explain the development of project alternatives and rationale of selecting the preferred alternative. At the request of the AUTHORITY, the CONSULTANT will prepare a PowerPoint presentation or documentation with relevant project information for the VE team. The CONSULTANT will be available to the VE team for clarification of the information used during the VE study. The CONSULTANT will respond to questions or proposals developed as part of the VE and recommend inclusion or denial of the VE proposals into the project. The CONSULTANT will include VE study recommendations concerning modified or additional concepts, into the comparative evaluation of the alternatives.

### **Concept Plans**

The CONSULTANT will prepare concept plans for all viable project alternatives, in appropriate scales, overlaid on the base map.

Base Map

The CONSULTANT will produce a base map of the project area using AUTHORITY and if necessary FDOT CADD standards as according to the *FDOT CADD Manual*. The base map will contain an aerial photo and existing characteristics for the project. The base map must show environmental issues that are specific to the study area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines. The CONSULTANT will prepare base maps for the following uses (at standard FDOT scales):

- Overall Project Location Map
- Overall Drainage Map
- Corridor Maps (Roll Plots)

The CONSULTANT will plot, delineate, and label pertinent cultural, natural, and geopolitical features bordering the existing alignment on 1"=100' scale aerial photography for subsequent use in the evaluation and development of Conceptual Design Plans. The Corridor Base Map(s) must include:

- Number of lanes, signals, crosswalks, cross drains, existing intersections, and drainage easements
- Street names and highway numbers
- All pertinent cultural and natural features
- Land use information
- Locate north arrow, scale, and aerial flight date at upper-mid portion of the plan sheets
- Existing and proposed rights of way, and platted property lines
- All public and private development, as well as historic sites
- Significant features which could be impacted by the project, especially wetlands and endangered species habitat, floodplain, and flood prone areas
- Hazardous material and petroleum use sites
- Railroad right-of-way and utility easements
- All land use information (names of establishments, etc.), current zoning, and future land use (per Comprehensive Plan) for vacant properties
- New data as it becomes available to keep the Corridor Base Map(s) up to date

### **Alternative Concept Plans**

The CONSULTANT will prepare and overlay alternative concept plans on the base map. The concept plans must show potential location for bridges, culverts, retaining walls, right-of-way lines (existing and proposed), known utility facilities, intersection, critical driveways, and median openings, among other roadway elements, at appropriate scale according to the AUTHORITY and FDOT's CADD Manual.

### **Preferred Alternative**

The CONSULTANT will finalize concept plans for the preferred alternative in accordance with Part 2, Chapter 3 of the *PD&E Manual*.

### **Typical Section Package**

The CONSULTANT will prepare the Typical Section Package in accordance with the *FDOT Design Manual*, excluding pavement design. The CONSULTANT will provide the typical section package for review and approval to the AUTHORITY and FDOT following the public hearing.

### **Design Exceptions and Variations**

The CONSULTANT will prepare Design Exceptions and Variations Package or Memo for the preferred alternative for AUTHORITY approval in accordance with the *FDM*, Chapter 122. The design exceptions and design variations shall be identified in the PER. The CONSULTANT will prepare and document a safety analysis as required by the *FDM* for design variations or exceptions as applicable. The CONSULTANT will coordinate with the AUTHORITY and their GEC in development of the preferred alternative.

Deliverable: Design Exceptions and Variation Package or Memo

### **Transportation Management Plan**

The CONSULTANT will prepare a conceptual Transportation Management Plan which includes traffic control strategies and may also include additional work zone management strategies based

upon the expected work zone impacts of the project in accordance with Part 2, Chapter 3 of the *PD&E Manual*.

### **Risk Management (Optional)**

The AUTHORITY Project Manager will coordinate with the regional Cost Risk Assessment (CRA) team. A representative from the CRA team will then lead the Risk Assessment for this project. The CONSULTANT and key SUB-CONSULTANTS may be asked to attend and participate in the project's Risk Assessment Workshop. The CONSULTANT will support the Risk Assessment Workshop by providing materials requested by the AUTHORITY Project Manager to conduct the Workshop and associated meetings. The CONSULTANT may be asked to prepare a Risk Management Plan to assess the technical, external (i.e., funding policy changes, and scheduling risks), environmental, and organizational resources that may prevent the project from achieving its objectives. The CONSULTANT may also be requested to prepare a Risk Register to record, analyze, prioritize, and track risk trigger features and their impact to the scope, schedule, budget, or quality. Refer to Section 240 of the *Project Management Guide* for more information on Risk Management. Preliminary Engineering Report

The CONSULTANT will prepare a PER in accordance with Part 2, Chapter 3 in the *PD&E Manual*. The CONSULTANT will provide the Draft PER to the AUTHORITY 60 days prior to the public hearing.

### **Engineering Analysis Documentation**

The CONSULTANT will prepare a PER per Part 2, Chapter 3 of the *PD&E Manual* and the *Preliminary Engineering Report Outline and Guidance* document. The CONSULTANT will include sufficient supporting information related to all computer programs and parameters used in the analyses to facilitate the review of the engineering documentation. The engineering documentation shall be orderly and logically presented. The final engineering analysis document prepared by the CONSULTANT shall be signed and sealed by a Florida-licensed professional engineer. The CONSULTANT will provide the Draft PER to the AUTHORITY 60 days prior to the public hearing.

### **Constructability Review**

The CONSULTANT will review the constructability of the project by considering the likely response by contractors bidding on the proposed projects, as well as the ability to efficiently construct the project, maintain traffic, and maintain multimodal accommodations for the study area.

### **Environmental Analysis and Reports**

Tasks described within this section direct work efforts applicable to the environmental analysis, coordination, and documentation for this Study. Prior to beginning any environmental work, the CONSULTANT must review the ETDM Programming Screen Summary Report which includes the summary degree of effects, resource agencies' comments, potential permits, GIS information, and Class of Action from the EST. This review will support the CONSULTANT's ability to adequately assess the potential for project alternatives to affect known environmental resource issues.

CONSULTANT activities to conduct and prepare environmental analysis and reports shall be done under the direction of the AUTHORITY Project Manager. The CONSULTANT will collect pertinent environmental data, conduct analyses, assist the AUTHORITY in coordination, and document the

results of this analysis within technical reports or memoranda. The analyses, coordination, and reporting will be performed and presented in accordance with the PD&E Manual.

The CONSULTANT will analyze the Build Alternatives and the No-Build Alternative, with respect to impacts to cultural, natural, social, and physical resources, and document all analyses in the supporting technical reports. Where appropriate, the CONSULTANT will describe existing conditions, project impacts, and proposed measures to avoid, minimize, or mitigate project impacts on the environmental resources or issues. The CONSULTANT will summarize the analysis results and project's effect on environmental resources in the Final Environmental Document. This may include analysis results or documents prepared by the CONSULTANT or others, either as part of this project or another concurrent study. Additionally, the CONSULTANT must verify and record any environmental resources that is identified as "No Involvement" within the Final Environmental Document.

The CONSULTANT will coordinate and perform the appropriate level of environmental analysis for this project as outlined in the *PD&E Manual*. The CONSULTANT will utilize appropriate databases. Database information will be compatible for use on base maps used for public presentations, corridor maps and alternative plans.

### **Sociocultural Effects**

The CONSULTANT will conduct a Sociocultural Effects (SCE) evaluation in accordance with Part 2, Chapter 4 of the *PD&E Manual* and any related chapters identified below, as appropriate. The CONSULTANT will review the project's ETDM Programming Screen Summary Data Report (SDR), if available, to identify potentially affected resources and the level of importance placed on those resources. The CONSULTANT will consider direct, indirect, and cumulative effects on the community, greater local area and region, as appropriate, and recommend methods to avoid, minimize or mitigate project impacts. The CONSULTANT will review the SDR and verify community data. If the SDR is not available or if there have been significant changes since the previous document, the CONSULTANT will run a new SDR. The CONSULTANT may be required to obtain the affected community's input on the project, verify community data, and identify community concerns and preferences for project alternatives or features. The CONSULTANT will document the results of the SCE Evaluation in the Final Environmental Document with supporting documentation included in the project file in SWEPT. The following issues will be evaluated and if no involvement for an issue or resource is indicated, then standard statements (as applicable) to that effect from Part 2, Chapter 4 of the *PD&E Manual* will be included in the Final Environmental Document.

Deliverable: SCE

### **Social**

The CONSULTANT shall evaluate and document the following social environment features within the project study area:

- **Community Cohesion:** The CONSULTANT will identify and assess potential project impacts on physical barriers, traffic pattern changes, social pattern changes, and loss of, or change in, connectivity to community features and facilities.
- **Special Community Designation:** The CONSULTANT will identify and assess potential project impacts on schools, churches, parks, emergency facilities, social services, daycare facilities, retirement centers, community centers, and retail locations.

- **Safety/Emergency Response:** The CONSULTANT will identify and assess potential project impacts including creation of isolated areas; emergency response time changes; and locations of police, fire, emergency medical services, healthcare facilities, and government offices.
- **Demographics:** The CONSULTANT will identify and assess potential for project impacts on minority, LEP persons, disabled persons, low-income populations, and/or special populations within the project study area. If minority or low-income populations are in the affected area, the determination of adverse effects to those populations, may need to consider potential effects beyond the six (6) SCE issues for the purposes of Environmental Justice, per Part 2, Chapter 4 of the *PD&E Manual* and may require additional coordination with the affected community to establish mitigation measures. The CONSULTANT in coordination with the AUTHORITY, must determine whether the project effects are “disproportionately high and adverse”. The CONSULTANT will discuss the magnitude and distribution of disproportionately high and adverse human health or environmental effects on minority and low-income populations for all alternatives. Coordination with the affected community and the identification of mitigation measures will be documented in the Final Environmental Document.
- **Community Goals and Quality of Life:** The CONSULTANT will identify and assess potential project impacts on social values and compatibility with community goals and vision.

## **Economic**

The CONSULTANT shall evaluate and document the following economic features:

- **Business and Employment:** The CONSULTANT will assess potential project impacts/benefits to business and employment centers in the region, the local area, and the project study area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic-oriented land use, economic development plans, special designations, and community development priorities. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.
- **Property Values and Tax Base:** The CONSULTANT will assess potential project impacts/benefits on the taxbase, employment opportunities, and property values.

## **Land Use Changes**

The CONSULTANT will evaluate the project’s consistency with the physical character of the area and applicable community plans.

## **Mobility**

The CONSULTANT will evaluate potential project impact on mobility and accessibility with regard to all transportation modes (e.g. pedestrian, bicycle, transit and vehicles) in the study area.

## **Aesthetic Effects**

The CONSULTANT will evaluate and summarize the project’s effect on viewshed and vista, community focal points, historic structures, landmarks, outdoor advertising, scenic highways, and community character, in accordance with Part 2, Chapter 5 of the *PD&E Manual*.

## **Relocation Potential**

The CONSULTANT will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the project. It is estimated that parcels will require relocation. The CONSULTANT will obtain site-specific information needed to evaluate the effect of each project alternative on the displacement of residences and businesses and the availability of comparable replacement housing and/or suitable unoccupied buildings for businesses.

The CONSULTANT will collect the data and perform the analysis necessary to complete a Conceptual Stage Relocation Plan (CSRP) for the proposed alternatives, according to Part 2, Chapter 4 of the *PD&E Manual* and Chapter 9 of the *Right-of-Way Procedures Manual* and summarize the findings in the Final Environmental Document.

Deliverable: CSRP

## **Farmlands**

The CONSULTANT will perform a Farmlands evaluation in accordance with Part 2, Chapter 6 of the *PD&E Manual*.

## **Cultural Resources**

The CONSULTANT will summarize cultural resources in the environmental document. If no involvement for a cultural resource(s) is indicated, then a statement to that effect will be included. If there is involvement with a cultural resource(s), the CONSULTANT will document the assessment of direct and indirect effects of the project on the resource(s), recommend avoidance measures, methods to minimize or mitigate impacts, and any coordination efforts.

## **Archaeological and Historic Resources**

The CONSULTANT will use a professional qualified under the provisions of 36 CFR 61 in compliance with the National Historic Preservation Act of 1966 (NHPA, Public Law 89-665, as amended,) and implementing regulations (36 CFR 800). All work shall be performed in accordance with the NHPA (Section 106), Florida Statutes (Chapter 267), PD&E Manual (Part 2, Chapter 8), the FDOT Cultural Resource Management (CRM) Handbook, and the Section 106 Programmatic Agreement among FHWA, the Advisory Council on Historic Preservation (ACHP), the Florida Division of Historical Resources (DHR) SHPO, and FDOT.

Analysis: The CONSULTANT will review and address any issues or comments concerning archaeological or historical resources as mentioned by SHPO or other interested parties, including Native American Tribes, in the project's Programming Screen Summary Report. The CONSULTANT shall research existing information about historic properties, including data concerning the potential for the occurrence of historic properties not yet identified, and a map of the zones of probability within the project study area. The CONSULTANT, in coordination with the AUTHORITY, will establish the Area of Potential Effect (APE), including pond sites, and prepare a Research Design and Survey Methodology, in accordance with Part 2, Chapter 8 of the *PD&E Manual* and Chapter 5 of the *CRM Handbook*. The Research Design and Survey Methodology will be submitted to the AUTHORITY and/or FDOT for approval prior to the initiation of field work.

The CONSULTANT will conduct a desktop analysis for all Stormwater Management Facilities (SMF)/ Floodplain Compensation (FPC) areas. Desktop analysis results will be provided in a Desktop Assessment, to the FDOT District 7 in support of the PSR or SMART.

Upon approval of the Research Design and Survey Methodology, the CONSULTANT shall conduct field investigation to identify the presence of archaeological sites and historic resources located within the APE. The CONSULTANT shall identify the boundaries for all historic resources within the APE and evaluate the significance of each resource in accordance with the National Register of Historic Places (NRHP) criteria for evaluation set forth by the National Park Service (NPS). Should the proposed project potentially effect historical or archaeological resources that are listed on, eligible, or potentially eligible for the NRHP, the CONSULTANT shall prepare a Section 106 Case Report. The Section 106 Case Report shall document the project's direct, indirect and cumulative effects to historical and archaeological resources using the Criteria of Adverse Effect, in accordance with Part 2, Chapter 8 of the *PD&E Manual* and the *CRM Handbook*, and include avoidance, minimization and mitigation measures.

Coordination: The CONSULTANT shall coordinate all work with DHR SHPO, federally recognized Native American Tribes, and other State and Federal agencies, as appropriate, by the AUTHORITY's direction. Any coordination with Native American Tribes or State and Federal agencies will be through FDOT District 7 or OEM, as appropriate. The CONSULTANT will be required to assist the AUTHORITY by providing technical support for Section 106 meetings. In addition, attendance at public meetings may be required.

Documentation: The CONSULTANT will prepare the Cultural Resources Assessment Survey (CRAS) Report, or appropriate document, describing and justifying the boundaries of the APE, detailing the survey techniques, geographic extent of the surveys, the survey results, and assessments of resource significance, including preparation of Florida Master Site File forms, and coordination with SHPO and the Advisory Council on Historic Preservation (ACHP), if applicable. If any agreements or commitments are made, they are recorded in the Project Commitment Record (PCR) and the commitment section of the Final Environmental Document. In the event the project has an adverse effect on a historic property(ies), the CONSULTANT will prepare a Section 106 Case Report and/or a Section 106 Memorandum of Agreement (MOA). The CONSULTANT will summarize the results of the CRAS, and any cultural resource associated consultation or subsequent cultural resource documents, in the appropriate section of the Final Environmental Document. If no involvement for an issue is indicated, then a statement to that effect will be included. If required, the CONSULTANT will assist the AUTHORITY in obtaining a determination of eligibility from the Keeper of the NRHP as set forth in 36 CFR Part 63.

Deliverables: CRAS and Section 106 Case Report (if necessary)

## **Recreational Areas and Protected Lands**

Analysis: The CONSULTANT will review the project's Programming Screen Summary Report to determine the presence of recreation areas and protected lands within the study area. The CONSULTANT will identify the applicability of Section 4(f) and/or concurrent requirements, such as Section 6(f) of the Land and Water Conservation Fund (LWCF). The CONSULTANT will verify whether the proposed project requires an unavoidable use of state-owned upland conservation lands which are managed for conservation, outdoor resource-based recreation, or archaeological or historic preservation and subject to review by the Florida Department of Environmental Protection (FDEP) Acquisition and Restoration Council (ARC).

Coordination: The CONSULTANT shall develop alternatives to avoid and minimize involvement with recreation areas and protected lands. The CONSULTANT will assist the AUTHORITY by compiling materials needed for coordination with the ARC board and/or Official with Jurisdiction (OWJ).

**Documentation:** If Section 4(f) or concurrent requirements are applicable, the CONSULTANT will prepare the appropriate documentation for recreation areas and/or protected lands impacted by the project, as discussed below, and in accordance with Part 2, Chapter 7 of the *PD&E Manual*.

The CONSULTANT will summarize the recreation area, the project impacts to that recreation area, any avoidance, minimization, or mitigation measures, and the Section 4(f) determination in the Final Environmental Document. The CONSULTANT will support the AUTHORITY, by preparing the Uplands Easement Application and a State Lands Impact Report (SLIR), if required, as specified in Part 2, Chapter 23 of the *PD&E Manual*. The CONSULTANT will document the project's involvement with state owned lands in the Final Environmental Document. Documentation in the Final Environmental Document will include a description of state-owned upland conservation lands subject to review by ARC in the project area, a summary of project impacts to these lands, and the ARC review process.

For project involvement with recreation areas and protected lands not subject to Section 4(f) or concurrent requirements, the CONSULTANT will document the project's impacts, measures to avoid and/or minimize harm, and any coordination conducted. **If no involvement with recreational areas and protected lands is indicated, then a statement to that effect will be included.**

### **Section 4(F) and Concurrent Requirements (Optional)**

**Analysis:** The CONSULTANT will review the project's Programming Screen Summary Report for comments regarding the project's potential involvement with resources protected by Section 4(f) or concurrent requirements, as described in Part 2, Chapter 7 of the *PD&E Manual*.

**Section 4(f) Resources:** The CONSULTANT will identify potential Section 4(f) resources, assist the AUTHORITY in conducting initial coordination with the OWJ to determine the significance of the property, identify the characteristics and functions of the Section 4(f) resource, determine the "use" of the property by the project and prepare the appropriate documentation when Section 4(f) approval is required.

- **Section 4(f) Determination of Applicability:** The CONSULTANT will complete the documentation in the SWEPT Section 4(f) Tool and coordination required to determine the applicability of Section 4(f) in accordance with Part 2, Chapter 7 of the *PD&E Manual*.
- **Section 4 (f) "de minimis" Documentation:** The CONSULTANT will prepare Section 4(f) "de minimis" documentation in the SWEPT Section 4(f) Tool in accordance with Part 2, Chapter 7 of the *PD&E Manual*.
- **Individual Section 4(f) Evaluation:** The CONSULTANT will complete the documentation for an Individual Section 4(f) evaluation in accordance with Part 2, Chapter 7 of the *PD&E Manual*.

The CONSULTANT will be required to evaluate a prudent and feasible avoidance alternative and/or conduct a Least Overall Harm Analysis. The CONSULTANT will assist the AUTHORITY in coordinating with the OWJ to identify measures to avoid and/or minimize the use of Section 4(f) resource(s) by the project.

**Concurrent Requirements:** The CONSULTANT will determine whether there are concurrent laws requiring federal or state approvals, as described in Part 2, Chapter 7 of the *PD&E Manual*. If any viable alternative proposes the use of land from a Section 4(f) property purchased or improved with federal grant in-aid funds, the CONSULTANT shall assist the AUTHORITY in coordination with the appropriate federal agency to ascertain the agency's position on the land conversion or transfer and in meeting the requirements for conversion of the land to a different use.

Documentation: The CONSULTANT shall document whether Section 4(f) or concurrent requirements are applicable, including the project's involvement, agency coordination, compliance with Section 4(f), and summarize in the Final Environmental Document. The CONSULTANT will incorporate any agreed upon minimization or mitigation measures as environmental commitments in the Final Environmental Document and the PCR.

## **Natural Resources**

The CONSULTANT will review the project's Programming Screen Summary Report to identify the natural resources present and agency comments and concerns regarding these resources. The CONSULTANT will use this information as a basis for identifying natural resource evaluation areas to be verified. The condition of the existing natural resources will be updated following field evaluation with the resource agencies. The CONSULTANT will assess the project's direct and indirect effects on the natural resources and document the results in the Natural Resources Evaluation (NRE) Report and Final Environmental Document. The assessment and documentation shall include the severity of the impacts, avoidance and minimization measure, anticipated permits, resolution of agency concerns, and the agency coordination process, as appropriate. If there is no involvement with a resource, then a statement to that effect will be provided, in accordance with Part 2, Chapters 9, 11, 12, 13, 14, 15, 16 and 17 of the *PD&E Manual*, as appropriate. Supporting documentation will be uploaded to the project file in SWEPT.

## **Wetlands And Other Surface Waters**

Data Collection: The CONSULTANT will identify wetlands along the project as per Part 2, Chapter 9 of the *PD&E Manual* through the review of GIS data, maps, plans, field reviews, and agency coordination.

Analysis: The CONSULTANT will estimate the impacts to the wetlands and other surface waters in the project area in accordance with Part 2, Chapter 9 of the *PD&E Manual*. The CONSULTANT will utilize the Uniform Mitigation Assessment Method (UMAM) to determine the type, quality, and function of wetlands. The CONSULTANT will evaluate the alternatives' direct and indirect impact to wetlands, including functional loss, and identify measures that avoid wetland impacts. Where wetland impacts are unavoidable, the CONSULTANT will identify practicable measures to minimize impacts.

Conceptual Mitigation: The CONSULTANT will identify mitigation options, which will address potential impacts. If sufficient compensatory mitigation is not available, the CONSULTANT will propose alternative mitigation options.

## **ESSENTIAL FISH HABITAT**

Data Collection: The CONSULTANT will review the project's Programming Screen Summary Report to identify if the National Marine Fisheries Service recommends conducting an essential fish habitat (EFH) analysis and the federally managed species to be addressed. The CONSULTANT will verify the presence and type of EFH per Part 2, Chapter 17 of the *PD&E Manual* through review of GIS data, field reviews, and surveys.

Analysis: The CONSULTANT will determine the alternatives' potential impacts to EFH and/or federally managed species. The CONSULTANT will conduct appropriate coordination with resource agencies to assess impacts to EFH and identify measures to address those effects in accordance with Part 2, Chapter 17 of the *PD&E Manual*.

## Protected Species and Habitat

Data Collection and Analysis: The CONSULTANT will review the project's Programming Screen Summary Report and develop a study design (to be approved by the AUTHORITY) to evaluate the magnitude of the project involvement with, and potential impacts to protected species and designated or proposed critical habitats within the study area. Information should also be collected on habitat connectivity, areas that are ecologically important, and species that are otherwise protected by regulation. Upon approval of the study design, the CONSULTANT will perform additional GIS and literature review, field reviews, survey, and coordination necessary to determine the project's involvement with and potential impacts to, federal and state protected, threatened, or endangered species and their habitats, in accordance with Part 2, Chapter 16 of the *PD&E Manual*. The CONSULTANT may be required to perform specific species surveys for formal consultation. The CONSULTANT will assist the AUTHORITY in consultations, including providing responses to agency requests for information, if required. Conservation Measures and Mitigation Plan: The CONSULTANT will provide an analysis of wildlife and habitat conservation measures such as wildlife crossing and species relocation plans.

## Natural Resource Documentation

The CONSULTANT will document the results of the Wetlands and Other Surface Waters, EFH, and Protected Species and Habitat evaluations in an NRE Report or a Technical Memorandum in accordance with Part 2, Chapter 16 of the *PD&E Manual*. The CONSULTANT will also refer to FDOT OEM's Natural Resources Evaluation Outline and Guidance document to ensure the proper documentation of natural resources.

Wetland and Other Surface Waters Documentation: The CONSULTANT will document in the NRE or Technical Memorandum, the identification and classification of wetlands and other surface waters, the functional analysis of wetlands, calculation of direct and indirect impacts, avoidance and minimization of impacts, conceptual mitigation measures for unavoidable impacts, and coordination with the resource agencies in accordance with Part 2, Chapter 16 of the *PD&E Manual*. The CONSULTANT will summarize the findings in the Final Environmental Document.

EFH Documentation: If an EFH Assessment is required, the CONSULTANT will prepare the EFH assessment in accordance with Part 2, Chapter 17 of the *PD&E Manual* as part of the NRE report or Technical Memorandum (Part 2, Chapter 16 of the *PD&E Manual*). If an EFH Assessment is not required, the CONSULTANT will document the EFH analysis and agency coordination conducted in the NRE report or Technical Memorandum and provide a summary in the Final Environmental Document.

Protected Species and Habitat Documentation: The CONSULTANT will document the protected species and habitat evaluation and agency consultation in the NRE report or Technical Memorandum, in accordance with Part 2, Chapter 16 of the *PD&E Manual*, and summarize in the Final Environmental Document. Documentation should also include effect determinations, dates of concurrence, and/or outcomes of consultation. If it is necessary to prepare a Biological Assessment, this documentation will be compiled as part of the NRE report or Technical Memorandum

**Deliverable:** NRE

## **Water Resources**

Analysis: The CONSULTANT shall review the project's Programming Screen Summary Report, WATERSS EST GIS Analysis Results, and/or SMART document for identification of the water resources in the project area and agency comments to be considered during the evaluation of the project's involvement with water resources. The CONSULTANT shall review water resource basins or watershed boundaries where the project may have a direct impact on water quality and identify water resource characteristics within the basin boundaries. The CONSULTANT will meet with the FDOT District Stormwater Team (DST) to determine applicability of WATERSS and to identify any regional/joint use stormwater management projects. The CONSULTANT shall assess a project's potential impacts to water resources, including Outstanding Florida Waters (OFW), Aquatic Preserves, Outstanding Natural Resource Waters (ONRW), and sole source aquifers (SSA). The CONSULTANT shall identify and evaluate mitigation measures (if necessary) and assist the AUTHORITY with regulatory agencies and appropriate stakeholder coordination, in accordance with Part 2, Chapter 11 of the *PD&E Manual*.

Documentation: The CONSULTANT will document the analysis of impacts to water quality in a *Water Quality Impact Evaluation (WQIE) Checklist, Form No. 650-050-37*, prepared for the preferred alternative and briefly summarized in the Final Environmental Document, and attached to the SMART. If coordination with regulatory agencies or other stakeholders is required, additional documentation shall be included in the SMART or Drainage Documentation. In addition, the CONSULTANT will summarize the drainage analysis and proposed stormwater management system in the Final Environmental Document and PER.

## **Wild and Scenic Rivers**

Analysis: In coordination with the AUTHORITY, the CONSULTANT shall verify whether the project would have involvement with a designated Wild and Scenic River, Study River, or a river listed in the Nationwide Rivers Inventory (NRI), per Part 2, Chapter 12 of the *PD&E Manual*.

### Wild and Scenic Rivers

Upon verification of involvement with a designated Wild and Scenic River or Study River, the CONSULTANT shall prepare the data and analysis required for the National Park Service (NPS) to make a Section 7(a) determination and assist the AUTHORITY in coordination with the NPS.

### Rivers on the NRI

If the project involves rivers listed on the NRI, the CONSULTANT shall prepare the additional documentation evaluating the extent and severity of the direct impacts of proposed developments within the river corridor and indirect effects of proposed development outside of the river corridor. The CONSULTANT will assist the AUTHORITY in coordinating with the NPS and will incorporate mitigation or avoidance measures for adverse effects.

Documentation: The CONSULTANT will document involvement with a Wild and Scenic River or Study River and/or river on the NRI and include the results of coordination, including avoidance and mitigation measures, with the NPS and managing agency in the environmental document.

## **Floodplains**

The CONSULTANT shall summarize the findings of the Location Hydraulics Report (LHR) regarding the project's involvement with floodplains or regulatory floodways, measures to avoid and/or minimize impacts to floodplains or floodways, and any coordination with flood management agencies in the Final Environmental Document and PER, in accordance with Part 2, Chapter 13 of the *PD&E Manual*.

## **Coastal Zone Consistency**

The CONSULTANT will document the status of the project's Coastal Zone Consistency Determination in the Final Environmental Document and PER.

## **Coastal Barrier Resources**

The CONSULTANT shall assist the AUTHORITY in determining the project's involvement with a Coastal Barrier Resource Unit(s) and consultation with the USFWS. The CONSULTANT shall summarize the results of the analysis of the project's involvement with Coastal Barrier Resources and USFWS consultation in the Final Environmental Document.

## **Physical Effects**

The CONSULTANT will review the project's Programming Screen Summary Report to determine agency concerns regarding the physical effects of the project. The CONSULTANT will establish the physical environment study area, conduct the appropriate analyses to assess the effects of the project on the physical environment. The CONSULTANT will summarize the physical effects analysis, including avoidance and minimization measures taken and coordination efforts in the environmental document. If the project has no involvement with an issue, then a statement to that effect will be included in the Final Environmental Document, in accordance with the appropriate chapter in the *PD&E Manual*.

## **Highway Traffic Noise**

The CONSULTANT will perform noise analysis, noise abatement evaluation, and assessment of construction noise and vibration in accordance with the Part 2, Chapter 18 of the *PD&E Manual* and the current version of *FDOT's Traffic Noise Modeling and Analysis Practitioner's Handbook (TNM)*. The CONSULTANT will attend a noise study methodology meeting with the AUTHORITY prior to beginning analysis.

Analysis: The CONSULTANT shall review the project's Programming Screen Summary Report, if available, to identify the locations of potential noise sensitive sites. The CONSULTANT will utilize traffic data from the PTAR or its equivalent to conduct a predictive analysis required by 23 CFR § 772.9 using the FHWA Traffic Noise Model (TNM) as described in FHWA's Traffic Noise Model (FHWA TNM©), User's Guide (Version 2.5 Addendum). The CONSULTANT will provide analysis for the no-build alternative (existing and design year) and build alternatives (existing and design year). If traffic noise impacts are identified, the CONSULTANT shall identify and analyze alternative noise abatement measures to abate identified impacts. Proposed noise barriers will be analyzed for reasonableness and feasibility in accordance with Part 2, Chapter 18 of the *PD&E Manual*.

If noise barriers that might block the motorist's view of an existing, conforming and legally permitted outdoor advertising sign are found to be feasible, the FDOT Outdoor Advertising section of the Office of Right-of-Way must be notified (consistent with the Right-of-Way Manual, Procedure No. 575-000-000). The CONSULTANT will assist the AUTHORITY in coordination with the local government regarding consistency with local ordinances or land development codes. Noise barrier modifications required to meet local ordinances will be analyzed to verify the modified noise barrier will meet the noise reduction requirements. The CONSULTANT will assist the AUTHORITY in coordination with affected property owners benefitting from the noise barrier in accordance with Part 2, Chapter 18 of the *PD&E Manual*.

Documentation: The CONSULTANT will document the methodology and results of the noise analysis and noise abatement evaluation, in the Noise Study Report (NSR). The CONSULTANT will provide an electronic copy of the NSR, in PDF format, as well as all TNM input/output files, and a "readme" file that supports the information documented in the report. The CONSULTANT shall summarize the traffic noise analysis in the Final Environmental Document, including identification of locations where noise impacts are predicted to occur, where noise abatement is feasible and reasonable, and locations with impacts that have no feasible or reasonable noise abatement alternative in accordance with Part 2, Chapter 18 of the *PD&E Manual*.

If the project is determined to be a Type III project, the CONSULTANT will document the determination in the Project File.

The CONSULTANT will assist the AUTHORITY with public meetings support as requested.

Deliverable: NSR

### **Transit Noise and Vibration Impact Analysis**

Not Applicable

### **Air Quality**

The CONSULTANT will gather data, perform the air quality screening analysis, and prepare the Air Quality Technical Memorandum (AQTM) to document the results of the screening analysis in accordance with Part 2, Chapter 19 of the *PD&E Manual*. Traffic data shall be prepared by the project's Traffic Engineer.

The CONSULTANT will coordinate air quality monitoring if the project fails the Screening Analysis.

Deliverable: AQTM

### **Construction**

The CONSULTANT will evaluate and document the potential impacts of construction of the project alternatives in accordance with Part 2, Chapter 3 of the *PD&E Manual*.

### **Contamination**

The CONSULTANT will review the project's Programming Screen Summary Report for the initial identification of potential contamination sites. The CONSULTANT shall conduct a Level 1 Assessment in accordance with Part 2, Chapter 20 of the *PD&E Manual*. The CONSULTANT shall investigate the contamination issues within and adjacent to the project's right-of-way considering the potential for each alternative to encounter contamination during excavation and acquiring new right-of-way. The CONSULTANT shall

develop measures in coordination with the AUTHORITY to address identified contamination issues in accordance with Part 2, Chapter 20 of the *PD&E Manual*.

The CONSULTANT will document data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions in accordance with Part 2, Chapter 20 of the *PD&E Manual* in a technical memorandum or the Contamination Screening Evaluation Report (CSER), depending on the level of contamination risk. The CONSULTANT will summarize the technical memorandum or CSER in the Final Environmental Document.

***Deliverable: CSER***

Cumulative Effects Evaluation (WHEN APPLICABLE) (SWEPT DIRECTION)

The CONSULTANT will perform a cumulative effects evaluation of each resource of concern identified based on context and in consultation with the AUTHORITY as per the process outlined in the FDOT *Cumulative Effects Evaluation Handbook*. The cumulative effects evaluation should build upon information derived from the direct and indirect effects analyses. The CONSULTANT will document the cumulative effects analysis in a Technical Memorandum or a Cumulative Effects Report and summarize the results in the Final Environmental Document.

## **Project Commitments**

The CONSULTANT shall document the development of commitments that have been coordinated and approved by the AUTHORITY in the appropriate technical report(s), appropriate section(s) of the environmental document, and the Commitments section of the Final Environmental Document per Part 2, Chapter 22 of the *PD&E Manual*. The Commitments section of the Final Environmental Document will contain a list of commitments made, the agreed upon language, and the stakeholder(s) involved. The CONSULTANT will ensure that the commitment language is consistent between the technical report(s), and the various sections of the Final Environmental Document.

## **Final Environmental Document**

The CONSULTANT will prepare an Final Environmental Document in accordance with the *PD&E Manual*. When another agency is serving as a joint lead agency with FDOT, or is the lead agency, or is using the AUTHORITY's Final Environmental Document to support issuance of a permit, the CONSULTANT must address that agency's NEPA requirements, including requirements not normally included in a FDOT Environmental Document. All projects must demonstrate compliance with planning consistency prior to approval of the Final Environmental Document.

Anticipated Class of Action:

The Class of Action is anticipated to be either a Type 2 Categorical Exclusion or an Environmental Assessment to be determined during the early portion of the PDE study. This is anticipated to be a significant milestone to be worked into both the schedule and budget.

**PLEASE NOTE: ALL TYPE 2 CATEGORICAL EXCLUSION OR ENVIRONMENTAL ASSESSMENTS ARE COMPLETED IN THE FDOT SWEPT ONLINE PLATFORM. This is required, please anticipate effort and budgetary impacts.**

## **Method Of Compensation**

Payment for the work accomplished will be in accordance with Exhibit B and the results are acceptable to the AUTHORITY.

**ATTACHMENT 2**

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

Contractors and Vendors, hereinafter referred to collectively and individually as “INSURED” conducting business with the Tampa-Hillsborough County Expressway Authority, (“THEA”) are required to maintain adequate insurance coverages and provide insurance certification to THEA.

**A. INSURANCE REQUIREMENTS:**

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case-by-case basis. If the insurer does not meet these requirements, THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED’S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under the contract.
- 3) INSURED’S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED’S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED’S Certificate of Insurance(s) shall state the description of the operations, i.e., “Name of Contract” between THEA and “Name of Insured” and shall state the Contract Number assigned for the contract between THEA and the INSURED.
- 6) The INSURED shall deliver to THEA, within ten (10) days from the receipt of a Notice of Award of the contract, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for the contract.
- 9) INSURED authorizes THEA to verify its insurance information with its insurance agents, brokers, surety, and insurance carriers. At THEA’s request, INSURED shall

provide copies of the policies at no cost to THEA, subject to redaction by the INSURED of any proprietary information.

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

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

Tampa-Hillsborough Expressway Authority,  
(THEA) PROCUREMENT DEPARTMENT  
1104 East Twiggs St, Suite 300  
Tampa, FL 33602

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

has granted permission to the INSURED to commence work or use or occupy the premises in connection with the contract.

- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA's review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under the contract.
- 20) All insurance minimum coverages limits extend to any subcontractor and the prime INSURED is responsible for all Subcontractors.

**B. INSURANCE COVERAGES and LIMITS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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