

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Letter of Clarification No. 13 ~ REVISED

FOR

REQUESTS FOR PROPOSALS

Design-Build Selmon West Extension

RFP No. O-00217

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Date of Letter of Clarification: July 13, 2017

A. The following responds to questions received on the solicitation reference above:

Question 1:	Sub article 7-11.2 states that “when actions of the Contractor result in loss of toll revenue, the Contractor shall be responsible for the revenue loss based on the total number of hours during the days in which toll revenues remain uncollected.” Could THEA please define what the toll revenue is per hour?
Response 1:	This number varies dependent on the time of day, day of week, month, etc. THEA will use historical toll revenue information for a similar time to prove any lost revenues. However, for informational purposes only, if a lane was operating near capacity at 1600 vehicles per hour with a toll rate of \$1.00 and it was closed for one hour the loss of toll revenue would be \$16,000. Lower traffic volumes would result in lower revenue loss.
Question 1a	In response #1, Shouldn't the loss revenue in that example for 1 hour be \$1,600 X 2 lanes = \$3,200 for the hour?
Response 1a	Yes.
Question 2:	Will THEA delete Sub Article 7-11.2 and include lost toll revenue with delay liquidated damages in accordance with FDOT policy?
Response 2:	No.
Question 3:	Is it the intent to utilize the City of Tampa section of the schedule of values to establish the amount of the credit due in the event that the work is deleted due to lack of ROW?
Response 3:	Yes, the intent for the schedule of values is to ensure that THEA obtains fair pricing. The City of Tampa has estimated the construction cost to be \$2.6M.
Question 4:	Please confirm that the Contractor will be entitled to a time extension in the event of permitting delays in accordance with RFP V.E.2.
Response 4:	As per the RFP at the discretion of the DEO.
Question 5:	Will THEA incorporate the standard FDOT Differing Site Condition (DSC) Clause into Section GR 4-3.7?
Response 5:	No.

Question 6:	Please confirm that Contractor will be entitled to delay damages arising from a suspension that is for reasons other than the fault of the Contractor?
Response 6:	Yes, per the RFP.
Question 7:	Will THEA please provide all utility agreements and utility relocation schedules?
Response 7:	Utility agreements and relocations schedules available to date have been provided. As additional information is received by the Authority, it will be provided to the DB Firms.
Question 8:	Please confirm that any reference to the DRB utilized by FDOT is not applicable to any part of this contract.
Response 8:	Yes.
Question 9:	Page 14 of the RFP states the DB team can bring an unmodified aerial or map of the project limits as an acceptable reference during the meeting. What is meant an unmodified aerial or map? Are we allowed to bring a roll plot of our plan view of the project that was submitted as part of our Technical Proposal?
Response 9:	You are allowed to bring anything you included with your submittal in the hard copy version submitted. You are only allowed to bring a board of an aerial photo plot with no planned improvements on it, only the existing conditions to reference for location of items within the project limits.
Question 10:	We understand that during the pursuit phase of the project the Design Build Teams are precluded from contacting CSX Railroad directly. In order to properly evaluate the cost of work over and around the CSX Right-of -Way we need information regarding the CSX provided flaggers, watchpersons, etc and the corresponding rates / charges that CSX will require of the contractors. Please provide this information.
Response 10:	The CSX rate for a flagman is \$1,500 per day.
Question 11:	The referenced section (M. Design-Build Contract) states that, "The Authority will enter into a Lump Sum contract with the successful Design-Build Firm. In accordance with Section V, the Design-Build Firm will....". Please provide a copy of the specific Lump Sum Contract document that will be utilized.
Response 11:	Draft contract is attached.

Question 12:	<p>The RFP states (Page 86, 87, 88) that: The Authority has established a budget of \$2 million to develop landscape / hardscape plans for this project. The budget includes protecting, relocating or replacing existing trees within the median of Gandy Blvd... The DB Firm shall prepare Landscape, Hardscape and Irrigation construction documents.... The DB Firm shall be responsible for obtaining all landscaping maintenance agreements... The DB Firm shall prepare a plant list to be used for this project. Plant list shall be provided as a part of TP. All tree pruning shall be directed by an Arborist... All existing trees shall be either protected, relocated or replaced. The DB Firm shall provide an existing Tree Inventory Plan.... Prepared by a Licensed Landscape Architect.</p> <ol style="list-style-type: none"> 1. Existing Tree Inventory Plan 2. Landscape Plan 3. Landscape Establishment Plan <p>The DB Firm shall provide THEA with a \$2 million Warranty/Maintenance Bond... Other than implied by the requirement to provide a Warranty/ Maintenance Bond, it does not state we are to include the \$2 million and perform landscape /irrigation work within our price. Please clarify if the \$2 million allowance is to be included within our Price Proposal.</p>
Response 12:	Yes, the \$2,000,000 is to be included in your bid.
Question 13:	Can THEA provide us with an average number of trains per day that CSX pass across Gandy?
Response 13:	Two trains per day.
Question 14:	Please provide latest Bid Blank form.
Response 14:	Bid Blank Form attached.
Question 15:	Please provide Bid Bond form.
Response 15:	REVISED Bid Bond Form attached. 5% of Total Base Bid.

All other items, conditions, and specifications in the RFP document not specifically changed by this document remain unchanged.

Please send all questions to THEA's Procurement Manager, Man Le, via email at Man.Le@tampa-xway.com.

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY
DESIGN-BUILD CONTRACT

This Contract is entered into between the Tampa Hillsborough Expressway Authority, hereinafter called the Authority, and _____ of _____, herein called the Contractor.

The Contractor agrees with the Authority, for the consideration herein mentioned, and at the Contractor's own proper cost and expense, to do all the work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Request for Proposal, and the Contractor's Proposal, which are incorporated by reference herein under security as set forth in the attached bond, all of which are hereby adopted and made part of this Contract and incorporated by reference herein, and to the satisfaction of the duly authorized representatives of the Authority, who shall have at all times full opportunity to inspect the materials to be furnished and the work to be performed under this Contract.

The Contractor shall also maintain such insurance as set forth in the Contract Documents that will protect the Authority from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this Contract. Certificates of such insurance shall be filed with the Authority and shall be subject to its approval for adequacy of protection.

It is agreed that the work to be done under this Contract is to design and construct or otherwise improve the road(s), bridge(s), and buildings(s) described as:

in Hillsborough County, a distance of approximately _____ and known as _____
_____ Financial Project No(s): _____
Contract No. _____

Complete the following as appropriate

Entity Name: _____ (Seal)
Authorized Signature: _____ Name & Title (Print) _____
*Signature: _____ Name & Title (Print) _____

*In the event of a Partnership, both signature and printed name of 2 partners must be affixed

Organized and existing under the laws of the State of _____ and authorized to do business in the State of Florida, pursuant to the laws of the State of Florida.
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In consideration of the foregoing premises, the Authority agrees to pay the Contractor, for all items of work performed and material furnished at the unit prices and under conditions set forth in the Contract Documents.

IN WITNESS WHEREOF, the Authority has hereunto caused these presents to be subscribed and the Contractor has affixed its name and seal. This terms of the Contract shall be binding upon full execution and date referenced below.

TAMPA-HILLSBOROUGH EXPRESS AUTHORITY

By: _____ Date: _____

(Name) (Title)



**BID BLANK
DESIGN BUILD MAJOR**

Let by: Tampa-Hillsborough Expressway Authority

(Name of Bidder. Note: Void if used by any bidder other than one this Form issued to)

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA) PROJECT NO.: _____

THEA CONTRACT NO.: _____

FINANCIAL PROJECT NO(S).: _____

DATE BIDS DUE: _____

DATE OF AWARD: _____

DATE OF CONTRACT EXECUTION: _____

The total overall lump sum price for the Project shall consist of the sum of the individual lump sum prices for each of the following project segments based on the project stationing identified in the Concept Plans:

- 1. All City of Tampa Westshore Blvd. @ Gandy Blvd. Project Work as identified in the City of Tampa Concept Plans

AMOUNT: \$ _____

- 2. Remainder of Project Work

AMOUNT: \$ _____

TOTAL OVERALL AMOUNT: \$ _____

CONTRACT CALENDAR DAYS: _____ **% Small Business Enterprise Proposed:** _____

**PROPOSAL
FOR ABOVE PROJECT(S)**

The Bidder's Proposal must meet the requirements and design and construction criteria as stated in the THEA Request for Proposal. Materially unbalanced Bids are subject to rejection.

in _____ County(ies)

NOTE: Attach your Proposal Guaranty to this bid blank. All Extensions must be carried out. Any changes made in unit bid prices must be initialed by bidder.

Tampa-Hillsborough Expressway Authority

BID BOND

1. KNOW ALL PERSONS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the Tampa-Hillsborough Expressway Authority (hereafter called the ("Owner")) in the penal sum of _____ dollars (\$ _____), (5% of the Total Base Bid) as hereinafter set forth and for the payment of which sum well and truly to be made we bind ourselves, our executors, administrators, successors and assigns, jointly and severally, by these presents;
2. The Principal has submitted a bid to the Owner for the construction of the project known as _____
3. The condition of this obligation is such that if the Owner shall accept the bid of the Principal, and
 - a. the Principal shall execute such contract documents, if any, as may be required by the terms of the bid and give such Contractor's bond or bonds for the performance of the contract and for the prompt payment of labor and material furnished for the project as may be specified in the bid, or
 - b. in the event of the failure of the Principal to execute such contract documents, if any, and give such Contractor's bond or bonds, if the Principal shall pay to the Owner the difference, not to exceed the penal sum hereof between the amount specified in the bid and such larger amount for which the Owner may in good faith contract with another party to construct the project, then this obligation shall be void, otherwise to remain in full force and effect.
4. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
5. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the county and state in which the Project is located.
6. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
7. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and their respective corporate seals to be affixed and attested by their duly authorized representatives this _____ day of _____, 20_____.

Principal (Seal)

ATTEST: _____ *By* _____

Secretary _____ *Title* _____
Surety (Seal)

ATTEST: _____ *By* _____

Secretary _____ *Title* _____