

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

Letter of Clarification No. 14

FOR

REQUESTS FOR PROPOSALS

Design-Build Selmon West Extension

RFP No. O-00217

Letter of Clarification No. 14 ~ RFP No. O-00217

Date of Letter of Clarification: August 01, 2017

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

Question 1:	<p>On page 67of the RFP, it states that the Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides: On page 68 bullet #9 states ‘Coordinate with adjacent construction Projects and maintaining agencies’. On page 84 a third of the way down the page, it states that ‘All existing and proposed signals shall maintain the existing interconnect at all times throughout the duration of the project. The Design-Build Firm shall be responsible for all repairs due to damages to the existing interconnect facility’.</p> <p>Can you confirm that the sections listed above include the full scope of maintenance responsibility for the Design-Build Firm on the project in connection with existing lighting, signage, signals and ITS?</p>
Response 1:	<p>The scope of maintenance responsibility is defined in the FDOT Standard Specifications for Road and Bridge Construction, Division I Design-Build Specifications, RFP and other Governing Regulations cited in the RFP.</p>
Question 2:	<p>Can THEA please provide us a copy of the performance bond, payment bond, and warranty bonds that will be required by the successful bidder. It is necessary to have these bond forms for pricing purposes in our bid.</p>
Response 2:	<p>Performance and Payment bond form attached.</p> <p>A form is not required for the Warranty/Maintenance Bond as it may be on the surety letterhead with information requested in the RFP for an Establishment Period of one (1) year from final acceptance of the design-build.</p>
Question 3:	<p>Addendum 5 states the Acknowledgement of Addenda Form and Certification re Scrutinized Companies Forms were updated, but do not appear to be attached. Both of these forms were included with Addendum 4. Will you provide new ones or should we use the Addendum 4 documents. Please advise.</p>
Response 3:	<p>Please use Addendum 4 documents.</p>
Question 4:	<p>Addendum #5 states that a revised Design Build Contract is included. Where can we find the new contract?</p>

Response 4:	The Design-Build Contract form is included in Addendum No. 4 and Letter of Clarification No. 13 REVISED. No new contract form.
Question 5:	Page 16 of the Addendum seems to have an error. Should the paragraph 2, 7 th line down be “interpreted” or “interrupted”? On the 9 th line “... otherwise required which such statements...” is unclear. Can THEA confirm the wording of this paragraph? What is THEA’s intent with this statement?
Response 5:	Paragraph 2, 7th line should state “interpreted.” Regarding the 9th line “... otherwise required which such statements...” ~ The intent is that, the bidder is bound to the Contract Documents as the minimum threshold of performance regardless of what is proposed in the Technical Proposal. However, if the Technical Proposal offers to exceed the performance requirements of the Contract Documents, then the bidder is required to provide the higher level of performance.
Question 6:	On PDF Sheet 24 (Page 19 of 21) of Pavement Design Package, it shows that the Optional Base Group for New Construction is OBG 9 (Type B-12.5 only). Can you please confirm that this includes the new elevated roadway for the Selmon West Extension between MSE walls?
Response 6:	Yes, this includes the new elevated roadway between the MSE Walls.
Question 7:	The current RFP states that the Authority has established a budget of \$2,000,000 to develop landscape / hardscape plans for this project. The budget includes protecting, relocating or replacing existing trees within the median of Gandy Boulevard, and does not include the removal of exotic plants within the median of Gandy Boulevard. The RFP further states that the Design-Build Firm shall produce a Landscape Plan as a component of the Roadway Plan. Please clarify why the Design-Build Firm is required to also provide a Warranty/Maintenance Bond in the amount of \$3,000,000 for this project.
Response 7:	The warranty will also be for \$2,000,000.

Question 8:	In order to properly evaluate the work included within the \$2,000,000 landscape budget request further clarification regarding the scope of work that is required by the Design-Build Firm after construction of the viaduct, between the median curbs on Gandy Boulevard? What should be considered incidental restoration following construction? And at what point will the landscape budget allowance be utilized?
Response 8:	Incidental work shall include removal, storage and re-installation of the existing paver bricks in the median. All other work shall be part of the \$2,000,000 budget.
Question 9:	We have noticed there are several utilities (fiber optic UAOs) that conflict with planned drainage inlets or pipe that are not represented on THEA's concept drawings. Will these relocations be compensable to the Contractor?
Response 9:	<p>No UAOs are compensable by THEA or FDOT for relocations if they are within the existing right of way. By definition, they are there by permit and are responsible for the cost of any relocations due to improvements to the right-of-way owner's facilities.</p> <p>In the same way, the contractor is not compensable, nor are they responsible, for relocations of utilities that are not specifically included in the DB contract. There are no communications utilities included in the DB contract to be relocated by the DB contractor. It is the UAOs responsibility to relocate or adjust their facilities and bear the costs associated.</p> <p>THEA's owner representative will assist in the coordination of utilities requiring relocation or adjustment.</p> <p>The DB contractor should make efforts to construct the contract facilities in a manner that minimizes or eliminates impacts to existing utilities.</p>
Question 10:	Is there an approved U.S. Army Corps of Engineers Permit?
Response 10:	The approved U.S. Army Corps of Engineers Permit was distributed to the four shortlisted firms on July 28, 2017. All four firms confirmed receipt of document.

Question 11:	<p>A. Since galvanizing will preclude the use of cast iron materials and require the use of galvanized steel, please confirm that this is what the Authority wants.</p> <p>B. Also, does this requirement apply to the City of Tampa portion of the project?</p>
Response 11:	<p>A. The Authority/FDOT requires galvanized grates (Alternate “G”) and manhole covers within ½ mile of Tampa Bay per Section 3.7 of the FDOT Drainage Manual, which as a minimum covers from the beginning of the project to Trask Street.”</p> <p>B. Any improvements to the drainage system in the COT ROW will have to meet the City SW technical Stds located on the TSS website</p>
Question 12:	<p>Page 99 of the RFP requests lump sum pricing and three (3) items but the “Bid Blank Design Build Major” form in Letter of Clarification #13 only has two (2) items. Which is correct?</p>
Response 12:	<p>Use the “Bid Blank Design Build Major” form in Letter of Clarification #13 REVISED, in your submission.</p>
Question 13:	<p>Page 99 of the RP request “the Design-Build Firms anticipated monthly payment schedule from Anticipated Award Date through Final Completion Date for All Work for the lump sum price.” Is there a form for this or can the firms submit this information on their letterhead?</p>
Response 13:	<p>Please submit information on firm’s letterhead.</p>
Question 14:	<p>Is the “Design-Build Contract” form required to be submitted with the Price Proposal?</p>
Response 14:	<p>No.</p>
Question 15:	<p>A revised Acknowledgement of Addendum was not included in Addendum 5. Should we use the form provided in Addendum 4 and add the missing information?</p>
Response 15:	<p>Yes.</p>
Question 16:	<p>Is the Scrutinized Companies Form provided in Addendum 4 required with the Bid Proposal?</p>
Response 16:	<p>Yes.</p>

Question 17:	Is the SBE Form required with the proposal?
Response 17:	No, just a statement of your proposed overall SBE participation commitment.
Question 18:	Can the Schedule of Values required by the RFP be a monthly total of project revenue expected?
Response 18:	Yes.
Question 19:	Can THEA provide a Bid Proposal Checklist?
Response 19:	Attached is the checklist that the Procurement Manager will be using to check the Bid Price Proposal to be submitted on August 7, 2017.

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.

PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND

Bond No. _____

BY THIS BOND, we _____, as Principal and _____, a corporation, as Surety, are bound to the Tampa Hillsborough Expressway Authority herein called Owner, in the sum of \$_____ (_____ and ___ /100 dollars), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs the contract dated _____, _____, between Principal and Owner for construction of the Selmon West Extension (SR 618) from Gandy Bridge to the western terminus of the Selmon Expressway, Hillsborough County, THEA Project Nos. O-17-00217, financial project Nos. 439023-1-52-01, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
- 2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
- 3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, _____.

Principal _____

By _____

Title _____

(CORPORATE SEAL)

Attest _____

Title _____

Surety _____

By _____

Title _____

(CORPORATE SEAL)

Attest _____

Florida Licensed Insurance Agent _____

NOTE: Power of Attorney showing authority of Surety's agent or Attorney in Fact must be attached.



Selmon West Extension Bid Proposal Checklist

RFP O-00217

1. Bid Blank Design Build Major form
2. Schedule of Values on firm's letterhead ~ Design-Build Firms anticipated monthly payment schedule from Anticipated Award Date through Final Completion Date for All Work for the lump sum price.
3. Bid Bond
4. Scrutinized Companies form
5. Acknowledgement of Receipt of Addendum form
6. Warranty/Maintenance on surety's letterhead