

*Tampa Hillsborough Expressway Authority*

**DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
South Selmon Expressway (SR 618) Median Safety  
Improvement  
from Himes Avenue to Hyde Park Avenue  
Hillsborough County**

**THEA Project Number(s): O-00518**

**Addendum Number 23  
July 16, 2018**

Attached is a summary of changes (17 pages) made in Addendum Number 3 and the revised RFP. This revised RFP constitutes Addendum Number 3 to the above referenced project

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## ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein.

- 001 - Project Advertisement – LOI O-00518.pdf
- 002 - FDOT Division I Design-Build Specifications
  - 002.01 - Design-Build Boilerplate
  - 002.02 - Award and Execution of Contract (SP0030200)
  - 002.03 - Public Records (SP0030900D7-718)
  - 002.04 - Permits and Licenses (No free passes will be issued to the Contractor for use on the Toll Facility) (SP0070201TP-718)
  - 002.05 - Preservation of Property for Toll Facilities (SP0071101-tolls)
  - 002.06 – Legal Requirements and Responsibility to the Public – Operations within the Railroad Right-of-Way (SP0071104RR)
  - 002.07 - Equal Employment Opportunity Requirements (SP0072700)
  - 002.08 - Preference to State Residents (SP0072800)
  - 002.09 - Legal Requirements and Responsibility to the Public - E-Verify (SP0072900)
  - 002.10 - Legal Requirements and Responsibility to the Public - Scrutinized Companies (SP0073000)
  - 002.11 – Contaminated Material – Mercury-Containing Devices and Lamps (SP0080409)
  - 002.12 - Prosecution and Progress - Amount of Liquidated Damages (SP0081000)
  - 002.13 - Prosecution and Progress-Damage Recovery (SP0081200)
- 003 - FDOT Divisions II and III Special Provisions identified by the Authority to be used on the Project:
  - 003.01 - Mobilization (SP1010000DB)
  - 003.02 - Contractor Quality Control General Requirements (SP1050813DB)
  - 003.03 - Structures Foundations (SP4550000DB)
  - 003.04 - Field office (SP1090000)
- 004 - Typical Section
  - 004.01 – Typical Section
- 005 - Flexible and Rigid Pavement Design Package – FPID 439023-1-52-01.pdf
- 006 - City\_of\_Tampa\_truck\_route\_sec\_25-182.pdf
- 007 - Approved Tampa Hillsborough Expressway Authority (Authority) General Tolling Requirements (GTR) (2017 THEA GTR – FINAL 20170327.pdf)
- 008 – Letters of Clarification (~~pending~~)  
Letter of Clarification No. 1
- 009 – Not Used

Design-Build Firm's Technical Proposal requires additional Right-of-Way approved by the ATC process, the additional Right-of-Way (only allowed in the form of a no-cost donation) will be required to be directly acquired by the Design-Build Firm. The Design-Build Firm shall submit, along with the Technical Proposal, Right-of-Way maps and legal descriptions including area in square feet of any proposed additional Right-of-Way parcels in the Technical Proposal. The additional Right-of-Way will be acquired by the Design-Build Firm in accordance with all applicable state and federal laws, specifically including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 USC Chapter 61) and its implementing regulations, if applicable. This includes completing a State Environmental Impact Report (SEIR) or National Environmental Policy Act (NEPA) evaluation as appropriate. The Authority will not exercise any taking powers on behalf of any bidder that desires to acquire additional right of way. All costs concerning the acquisition of additional Right-of-Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to consultant acquisition, appraisal services, court fees, attorney and any expert fees, property cost, etc. The Authority will have sole discretion with respect to the entire acquisition process of the additional Right-of-Way.

If the Design-Build Firm's Technical Proposal requires additional Right-of-Way, the acquisition of any such Right-of-Way shall be at no cost to the Authority, and all costs associated with securing and making ready for use such Right-of-Way for the Project shall be borne solely by the Design-Build Firm as a part of the Design-Build Firm's Lump Sum Price Bid. The Authority will not advance any funds for any such Right-of-Way acquisition and the Design-Build Firm shall bear all risk of delays in the acquisition of the additional property, regardless of cause or source.

Any additional Right-of-Way must be acquired prior to the commencement of any construction on or affecting the subject property. The Design-Build Firm waives any and all rights or claims for information, compensation, or reimbursement of expenses with respect to the Design-Build Firm's payment to the Authority for costs associated with the acquisition of the additional Right-of-Way. The additional Right-of-Way cannot be used for any construction activity or other purpose until the Authority has issued an applicable parcel clear letter or a Right-of-Way Certification for Construction.

If the Design-Build Firm's attempt to acquire the additional Right-of-Way is unsuccessful, then the Design-Build Firm shall provide a design of the Project within existing Right-of-Way and be required to complete the Project solely for the Lump Sum Price Bid, with no further monetary or time adjustments arising therefrom. Under no circumstances will the Authority be liable for any increase in either time or money impacts the Design-Build Firm suffers due to the Design-Build Firm's proposed acquisition of additional Right-of-Way, whether or not the acquisition is successful.

## **Description of Work**

### *Project Description*

The Authority proposes safety improvements to add wider inside paved shoulders to provide a refuge for disabled vehicles and a corridor for emergency vehicles. The project limits extend from Himes Avenue to Hyde Park Avenue in Hillsborough County, Florida. It is the intent that this safety improvement be constructed such that the Authority has maximum flexibility for potential future capacity improvements on the Selmon Expressway. The median is typically 38 feet wide. Remove the existing median shoulder pavement. Construct 19-foot shoulders in each direction with full-depth pavement. Construct ground-in rumble strips within five feet of the concrete median barrier. Construct concrete median barrier. Do not use Flexible Barrier systems. Ensure the transitions from barrier wall to traffic (bridge) railing are made with suitably designed Rigid Barriers. Match existing vertical profile grades and horizontal curvature. The cross slope ~~will~~ shall be 2% or match the existing super-elevation rate. Mill (0.75 inches thickness minimum) and resurface the existing travel lanes. Cross slope correction shall be implemented.

Install rumble strips or rumble striping on the outside and inside edge lines where discontinuous.

Construct drainage and stormwater management to accommodate the proposed improvements.

Apply temporary striping, permanent thermoplastic striping and reflective pavement markers (RPMs).

Verify and document vertical clearances for sign structures. Submit design variations/exceptions when clearances do not meet minimum standards. Remove and replace the following structures:

- Overhead truss over the westbound lanes north of El Prado Boulevard
- Overhead truss over the eastbound lanes south of Platt Street
- Overhead truss over the eastbound lanes west of S. Boulevard

The following structures will be removed and not replaced:

- Overhead truss over the eastbound lanes located east of Willow Avenue
- Overhead truss over the westbound lanes west of Hyde Park Avenue

Remove existing foundations and any attachments to a minimum depth of five feet below existing grade.

Construct a new lighting system in the median with poles on/within the new median barrier wall.

### Project Goals

The Authority has established the following Project goals:

- Improve safety to the corridor within the limits described.
- Minimize the inconvenience to the travelling public.
- Minimize environmental impacts, including impacts to established wetlands, to the maximum extent possible.
- Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
- Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
- Maintain direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
- Coordinate with adjacent construction Projects and maintaining agencies.
- Minimize the inconvenience to adjacent residences including minimizing night work, noise and temporary construction lighting.

#### **A. Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, geotechnical investigation and evaluation, subsurface utility engineering (SUE), design, preparation of all documentation related to the acquisition of all permits not acquired by the Authority, preparation of any and all information required to modify permits acquired by the Authority if necessary, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section

#### IV. Small Business Enterprise (SBE) Program.

##### A. SBE Availability:

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's. This means that the Authority's goal is to spend a portion of the highway dollars with Certified SBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Authority believes that the overall goal can be achieved through the normal competitive procurement process.

#### V. Project Requirements and Provisions for Work.

##### A. Governing Regulations:

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Florida Department of Transportation (Department), FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Authority at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), ~~Design Standards~~ Standard Plans and ~~Revised Index Drawings~~ Interim Revisions and Errata. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Standard Plans and Interim Revisions and Errata ~~Design Standards and Revised Index Drawings~~ in effect at the time the bid price proposals are due in the Authority Office. The Design-Build Firm shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation ~~Roadway Plans Preparation Manuals~~ Design Manual (PPMFDM)  
<http://www.fdot.gov/roadway/FDM/>  
<http://www.fdot.gov/roadway/PPMManual/PPM.shtm>
- ~~1.2.~~ Florida Department of Transportation Specifications Package Preparation Procedure  
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
- ~~2.~~ Florida Department of Transportation ~~Design Standards~~ Standard Plans
- ~~3.~~ <http://www.fdot.gov/roadway/DesignStandards/Standards.shtm>  
~~<http://www.fdot.gov/design/StandardPlans/>~~
- ~~3.4.~~ Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications  
<http://www.fdot.gov/programmanagement/default.shtm>
- ~~4.5.~~ Florida Department of Transportation Surveying Procedure  
<http://www.fdot.gov/procedures/procedures.shtm>
- ~~5.6.~~ Florida Department of Transportation EFB User Handbook (Electronic Field Book)

- [http://www.fdot.gov/geospatial/doc\\_pubs.shtm](http://www.fdot.gov/geospatial/doc_pubs.shtm)
- ~~6-7.~~ Florida Department of Transportation Drainage Manual and Handbooks  
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
- ~~7-8.~~ Florida Department of Transportation Soils and Foundations Handbook  
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
- ~~8-9.~~ Florida Department of Transportation Structures Manual  
<http://www.fdot.gov/structures/DocsandPubs.shtm>
- ~~9-10.~~ Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual  
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
- ~~10.~~ ~~Instructions for Design Standards~~  
~~<http://www.fdot.gov/structures/IDS/IDSportal.pdf>~~
11. AASHTO – A Policy on Geometric Design of Highways and Streets  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=110](https://bookstore.transportation.org/collection_detail.aspx?ID=110)
12. MUTCD – 2009, with Revisions 1 and 2 dated March 2012  
<http://mutcd.fhwa.dot.gov/>
13. Safe Mobility For Life Program Policy Statement  
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=000-750-001>
14. Traffic Engineering and Operations Safe Mobility for Life Program  
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
15. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015  
<http://www.fdot.gov/procedures/procedures.shtm>
16. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
17. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure  
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
18. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
19. Florida Department of Transportation Utility Accommodation Manual  
<http://www.fdot.gov/programmanagement/utilities/UAM.shtm>
20. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
21. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
22. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Pavement Type Selection Manual

definition, an ATC and therefore must be discussed and submitted to the Authority for consideration through the ATC process. ~~ATCs also include items defined in PPM Volume 1, Chapter 26.3.2.~~ Any proposed material or technology not addressed by the RFP is considered an ATC and therefore must be submitted to the Authority for consideration through the ATC process. The proposed ATC shall provide an approach that is equal to or better than the requirements of the RFP, as determined by the Authority. ATC Proposals which reduce scope, quality, performance, or reliability should not be proposed. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the RFP.

The Authority will keep all ATC submissions confidential prior to the Final Selection of the Proposer to the fullest extent allowed by law, with few exceptions. Although the Authority will issue an addendum for all ATC Proposals contained in the list below, the Authority will endeavor to maintain confidentiality of the Design-Build Firms specific ATC proposal. Prior to approving ATC's which would result in the issuance of an Addendum as a result of the item being listed below, the Design-Build Firm will be given the option to withdraw previously submitted ATC proposals. Any approved ATC Proposal related to following requirements described by this RFP shall result in the issuance of an Addendum to the RFP:

- New Design Exceptions or Design Variations required or modifications to Authority approved Design Exceptions or Design Variations already provided in the Attachments;
- Significant changes in scope as determined by the Authority.

The following requirements described by this RFP may be modified by the Design-Build Firm provided they are presented in the One-on-One ATC discussion meeting, as defined below, and submitted to the Authority for review and approval through the ATC process described herein. The Authority may deem a Proposal Non-Responsive should the Design-Build Firm include but fail to present and obtain Authority approval of the proposed alternates through the ATC process. Authority approval of an ATC proposal that is related to the items listed below will NOT result in the issuance of an Addendum to the RFP.

- None

The Authority seeks to provide a degree of flexibility and innovation to the Design-Build Firm in the means of constructing the safety improvements safely and efficiently while meeting all of traffic restraints and traffic control requirements of the project.

## **2. One-on-One ATC Proposal Discussion Meetings**

One-on-One ATC discussion meetings may be held in order for the Design-Build Firm to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction criteria. Each Design-Build Firm with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Design-Build Firm shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of ATC proposals to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATC's to be discussed but it should be sufficiently comprehensive to allow the Authority to identify appropriate personnel to participate in the One-on-One ATC discussion meetings. The purpose of the One-on-One ATC discussion meeting is to discuss the ATC proposals, answer questions that the Authority may have related to the ATC proposal, review other relevant information and when possible establish whether the proposal meets the definition of an ATC thereby requiring the submittal of a formal ATC submittal. The meeting should be between representatives of the Design-Build Firm and/or the Design-Build Engineer of Record and the Authority and Department staff as needed to provide feedback on the ATC proposal. The Design-Build Firm shall provide one (1) hard copy and one (1) electronic copy of all materials presented at the One-on-One ATC

existing Department and Authority records and other information.

By execution of the contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

**I. Submittals:**

• **Component Submittals:**

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the [Plans Preparation Manual Florida Design Manual](#), components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, and structural. The Authority will allow Temporary Traffic Control Plans to be considered as a component of the contract plans set.

The Design-Build Firm may divide the project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review.

• **Phase Submittals:**

The Design-Build Firm shall provide the documents for each phase submittal listed below to the Authority's Project Manager. The particular phase shall be clearly indicated on the documents. The Authority's Project Manager will send the documents to the appropriate office for review and comment. The review period commences upon the Authority's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Design-Build Firm. The Authority's review is not meant to be a complete and detailed review. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Authority, the Authority's Project Manager will initial, date and stamp the signed and sealed plans and specifications as "Released for Construction".

**Prerequisites to 90% Phase Submittal (60% completion level)**

6 copies of 11" X 17" plans

- Line and Grade Master Plan
- Traffic Control Master Plan
- Preliminary Drainage Plan
- Lighting Master Plan
- Overhead Signing Master Plan

1 draft geotechnical report

4 copies of design documentation

1 copy of Technical Special Provisions

6 CD's containing the above information in .pdf format

**90% Phase Submittal**

- **As-Built Set:**

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign, seal, and certify) the As-Built Plans, the special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the Department ~~Plans Preparation Manual~~ Florida Design Manual.

The Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the Authority in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Authority review and acceptance as a condition precedent to the Authority's issuance of Final Acceptance.

The Authority shall review, certify, and accept the As-Built Plans, including all permitting agency As-Built Plans, prior to issuing Final Acceptance of the project in order to complete the As-Built Plans. Modifications to any submitted As-Built material as requested by the Authority shall be completed by the Design-Build Firm.

The Authority shall certify the As-Built Plans per Chapter 5.12 of the Construction Project Administration Manual (TOPIC No. 700-000-000).

The Design-Build Firm shall furnish to the Authority, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- 2 sets of 11 "X 17" copies of the signed and sealed plans
- 1 set of design computations, signed and sealed, bound in 8½" x 11" sheets
- 1 sets of final documentation (if different from final component submittal)
- 2 (two) Final Project CD's containing the items listed above

The Design-Build Firm shall also submit the as-built drawings in CADD files, using a format and layering system reasonably acceptable to the Authority.

The Design-Build Firm shall complete all As-Built requests as required by all permitting agencies.

- **Milestones:**

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

- Permit applications and subsequent Requests for Information (RFI) correspondence for Authority Review
- Approved Permits Package
- Pavement Design Package
- Typical Section Package
- Design Exception and Variation Package
- Stormwater Management Report
- Noise and Vibration

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

The Design-Build Firm may elect to utilize the design depicted in the provided typical section as a starting point for the proposed design. The Design-Build Firm is not limited to the work identified in the typical section; however, the proposed design must comply with the Authority Commitments and the requirements of this RFP.

### **Design Analysis:**

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the Authority.

Any deviation from the Authority's or Department's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. All such Design Variations and Design Exceptions must be approved. The Authority has identified the following design variations. This list is not meant to be all inclusive. The Design- Build Firm is required to identify and obtain design variations for all design criteria within the Project that does not meet the applicable and appropriate design criteria. The Design- Build Firm shall prepare and obtain all design variations required for their design.

- **Roadway Design:**

See ~~PPM Volume 2; Chapter 2~~FDM Part 3, Chapter 301 for Roadway Design sheets, elements and completion level required for each submittal.

1. **Typical Section Package:**

- Transmittal letter
- Location Map
- Roadway Typical Section(s)
  1. Pavement Description (Includes milling depth)
  2. Minimum lane, shoulder, median widths
  3. Slopes requirements
  4. Barriers
  5. Right-of-Way
- Data Sheet
- Design Speed

2. **Pavement Design Package:**

The design/build firm shall prepare a pavement design package in accordance with the FDOT Flexible Pavement Design Manual. The following requirements shall be met:

- Minimum design period: 20 years
- Minimum ESAL's: See FDOT AADT Traffic Data and Equivalent Single Axle Loading (ESAL) values Attachment.
- Minimum design reliability factors
  - Selmon Expressway: 95%

- Roadbed resilient modulus: See Resilient Modulus Recommendations Attachment

The Design Build Firm shall follow the flexible pavement designs as provided below:

### **Selmon Expressway**

- **Widening**
  - Optional Base Group 10
  - Structural Course Type SP (Traffic D) (2.00")
  - Structural Course Type SP (Traffic D) (PG 76-22) (2.00")
  - Friction Course FC-5 (Traffic D) (PG 76-22) (0.75")
- **Milling**
  - Mill Existing Asphalt Pavement (0.75" depth)
- **Resurfacing**
  - Friction Course FC-5 (Traffic D) (PG 76-22) (0.75")

All pavement designs will include 12" Type B Stabilization LBR 40.

In areas outside of the limits outlined above, where pavement markings have been removed for Maintenance of Traffic purposes, constant depth milling is required to remove scarred pavement. In those specific areas it is permissible to mill the existing friction course and resurface at the existing cross slope to replace the friction course.

Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.

### **3. Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Department's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the Authority's Environmental Management section and Drainage Design section will be required from the outset. Full documentation of all meetings and decisions are to be submitted to Authority. These activities and submittals should be coordinated through the Authority's Project Manager.

**For the outside shoulder, limit the spread to the shoulder. There shall be no encroachment of the travel, turn or auxiliary lane. For the inside shoulder, limit the spread to six (6) feet.**

The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) floodplain compensation sites, and Impaired Water Body and Outstanding Florida Waters designations will be the Design-Build Firm's responsibility. The Design-Build Firm shall obtain approval of the stormwater treatment/attenuation design. **The area under the Selmon Expressway between S. MacDill**

Avenue and Bay to Bay Boulevard, along the north side of Bay to Bay Boulevard and the area along south and north sides of W. Morrison Avenue are not available for use by the DB Firm.

The objective is to obtain approved stormwater treatment/attenuation design.

The Design-Build Firm shall perform design and generate construction plans documenting the permitted systems function to criteria.

The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design life. Flood flow requirements will be determined in accordance with the Department's procedures. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design life, they must be replaced or supplemented in accordance with the drainage requirements of this RFP. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFP.

The Design-Build Firm shall maintain its work in such condition that adequate drainage will exist at all times. The construction of the Project shall not temporarily or permanently cause a material adverse effect to existing functioning storm sewers, gutters, ditches, and other run-off facilities.

The Design-Build Firm shall be responsible for obtaining SWFWMD permits for this project. SWFWMD has indicated that as a minimum, existing water quality volume lost by the proposed filling of the median ditch will have to be compensated for. The Design-Build Firm shall be responsible for permits that accurately depict the final design. Joint-use ponds or alternative SMFs can be considered; however, the Design-Build Firm is responsible for all associated coordination, costs, permitting fees and fines, as well as any permit time extensions. The Design-Build Firm shall design appropriate treatment and attenuation in accordance with SWFWMD and Department criteria for each existing outfall.

It shall not be acceptable to place guardrails or barrier walls for the sole purpose of circumventing clear zone criteria for drainage structures.

If pond liners are utilized, the Design-Build Firm shall determine an appropriate factor of safety for pond liners to prevent failures. The minimum factor of safety shall be 1.20.

The Design-Build Firm shall perform double ring infiltrometer tests (same number of tests as performed for design and permitting) for any dry pond 180 days prior to obtaining Final Acceptance. The double ring infiltrometer tests shall demonstrate infiltration rates equal to or better than the permitted rates. The bottom of any dry pond shall not be sodded.

Vertical pipes adjacent to MSE walls shall have a concrete thrust block at the base of the pipe and a resilient connector at the base of the inlet.

Placing storm drain pipes below retaining walls shall not be allowed when other options may be available. Where a storm drain pipe needs to cross under a retaining wall, the pipe shall cross perpendicular to the wall at depths meeting the applicable design criteria to minimize impacts of any anticipated wall settlement. The alignment of pipes under retaining walls shall be configured to minimize the length of pipe under the wall.

The use of inverted siphons shall not be allowed on this project.

The Design-Build Firm shall prepare the geometric design for the Project using the ~~Design Standards~~Standard Plans and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or Department standards. At a minimum, the criteria in the Department's ~~Plans Preparation Manual~~Florida Design Manual shall be applied for the design of the roads in this Project.

The Design-Build Firm shall not reduce the minimum number of lanes, minimum storage lengths, access points and access control for all roadways, auxiliary lanes, acceleration and deceleration lanes, and ramps.

All areas of the Project that are not shown in the RFC plans to be altered in elevation shall remain unaltered or be brought back to their original elevations/levels by the Design-Build Firm.

#### **G. Design Documentation, Calculations, and Computations:**

The Design-Build Firm shall submit to the Authority design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the Authority. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the As-Built Plans and CADD files.

The design documentation, notes, calculations and computations shall include, but not be limited to the following data:

1. ~~Design Standards~~Standard Plans and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

#### **H. Structure Plans:**

1. **Bridge Design Analysis: Not Applicable**
2. **Criteria**

The Design-Build Firm shall incorporate the following into the design of this facility:

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. Critical Temporary Retaining Walls: Whenever the construction of a component

requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.

c. Lightweight concrete shall not be permitted for structural applications.

3. **Aesthetic Criteria:**

All surfaces of overhead sign structures shall be galvanized per the ~~Design Standards~~ Standard Plans.

**I. Specifications:**

Department Specifications may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Department Specifications, and shall not be used as a means of changing Department Specifications.

The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Division II and III Special Provisions and Supplemental Specifications from the Specifications Workbook in effect at the time the Bid Price Proposals were due in the Authority Office all Division II and III specifications provided as Attachments to this RFP, and any signed and sealed Technical Special Provisions. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package shall be prepared, signed and sealed by the Design-Build Firms Engineer of Record who has successfully completed the mandatory Specifications Package Preparations Training.

Upon review and approval by the Authority, the Construction Specifications Package will be stamped "Released for Construction" and initialed and dated by the Authority.

**J. Shop Drawings:**

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the Departments ~~Plans Preparation Manual~~ Florida Design Manual. Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review. When required to be submitted to the Authority, Shop Drawings shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. The Authority shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Authority's procedural review of Shop Drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Authority's review is not meant to be a complete and detailed review. Upon review of the Shop Drawing, the Authority will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

**K. Sequence of Construction:**

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
5. Coordinate with adjacent construction Projects and maintaining agencies.

**L. Stormwater Pollution Prevention Plans (SWPPP):**

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the Department's Project Development and Environment Manual and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) shall be submitted for Authority review and approval. Authority approval must be obtained prior to beginning construction activities.

**M. Temporary Traffic Control Plan:**

**1. Traffic Control Analysis:**

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Temporary Traffic Control Plan shall be prepared by a certified designer who has completed the Department's Advanced Maintenance of Traffic training course, and in accordance with the Department's ~~Design Standards~~ Standard Plans and the ~~Plans Preparation~~ Florida Design Manual. Any Traffic Control Plan developed by the Design-Build Firm that deviates from the Department ~~Design Standards~~ Standard Plans must be signed and sealed by a Florida licensed professional engineer.

Transportation Management Plans (TMPs) are required for significant Projects which are defined as:

1. A Project that, alone or in combination with other concurrent Projects nearby, is anticipated to cause sustained work zone impacts.
2. All Interstate system Projects within the boundaries of a designated Transportation Management Area (TMA) that occupy a location for more than three days with either intermittent or continuous lane closures shall be considered as significant Projects.

A TMP will consist of three components:

- (1) Temporary Traffic Control (TTC) plan component;
- (2) Transportation Operations (TO) component; and
- (3) Public Information (PI) component

Additional information can be found in [Volume 1 / Chapter 10 of the PPM321](#) the FDM Part 3, Chapter 321.

Due to the projects' vicinity and the limited access nature of the Selmon Expressway, this project meets the criteria of a Significant Project. As such, a Transportation Management Plan (TMP) is required and shall be developed by the Design-Build Firm.

The Temporary Traffic Control Plan shall be constructed in the minimal phases as possible.

Local events and the Project's impact on these events (lane closures) shall be considered in the development of the Temporary Traffic Control Plan. These events are listed in Section V, K of this RFP document.

Existing number of travel lanes shall be maintained along the Selmon Expressway at all times, except as specified during the lane closures identified below. One travel lane in each direction must be maintained at least a 12' width at all times along the Selmon Expressway.

The Design-Build Firm shall follow the City's approved truck route, provided as an Attachment.

Modifications to local streets and traffic patterns will need to be clearly identified in the Traffic Control Plan. Modifications to traffic patterns to local streets will need to be approved by the local maintaining agency and will be the responsibility of the Design-Build Firm to obtain such approvals.

The regulatory speed of 55 mph along Selmon Expressway will be uniformly maintained within the limits of the work zone for each area. Regulatory speed on ramps may be lowered by 10 mph from the existing posted speed, but at no time shall be less than 25 mph.

## 2. **Temporary Traffic Control Plans:**

The Design-Build Firm shall utilize [Index Series 600](#) of the Department's [Design Standards Standard Plans](#) where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following:

- (1) typical/ cross section sheet(s)
- (2) profiles
- (3) drainage structures

biologist to monitor the nest.

## 2. Contaminated Materials

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that avoid potential contamination impacts and that are permitable. In the event that previously unknown contaminated areas are identified that could potentially impact the project, the Design-Build Firm shall contact the Authority immediately.

The Authority will require the Design-Build Firm to dispose of all oil, chemicals, fuel, etc. utilized to construct the Project and/or execute Project work in an acceptable manner according to local, state, and federal regulation and forbid dumping of contaminants on the ground, canals, or other water bodies. The Design-Build Firm shall indemnify the Authority and the Department against any and all claims arising from improper handling of contaminated materials. The Design-Build Firm shall also be solely and totally responsible at its own cost for completely cleaning up any contamination caused by its own activities. This includes, but is not limited to, spillage/leakage of contaminants from equipment and/or portable tanks used in constructing the Project.

### **O. Signing and Pavement Marking Plans:**

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria. All overhead signs shall conform to ~~PPM~~FDM and MUTCD criteria for sign lighting.

All signs shall be placed such that the sign will not be obscured partially or as a whole by any other element including: bridge abutments, column structures, landscaping, support structure upright of any sign, signal, lighting or ITS element. All signs shall meet the minimum visibility distance requirements.

The Design-Build Firm shall use white/black contrast markings for temporary skip, turn arrow pavement markings, and all edge line markings on concrete surfaces. Permanent tape including white stripes with black outline will be utilized for all pavement markings on concrete pavement and bridges.

The signing and pavement marking plans shall include overhead sign cross section sheets (excluding bridge mounted signs) clearly showing proposed/existing foundations (excluding bridge mounted signs), sign structure, sign panel/s, panel locations, finished roadway and ground surface with resulting vertical clearance, any overhead and underground utilities if applicable, lighting and ITS facilities, and any other roadway features such as barrier walls, guardrails and ditches.

All above ground hazards (i.e. sign structures, overhead structures, signal and light poles) shall be placed at the required clear zones as applicable by the design standards. It will not be acceptable to place guard rails or barrier walls for the sole purpose of protecting those elements placed in the clear zones.

The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the Authority. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the Authority.

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multi-

*Tampa Hillsborough Expressway Authority*

**DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
South Selmon Expressway (SR 618) Median Safety  
Improvement  
from Himes Avenue to Hyde Park Avenue  
Hillsborough County**

**THEA Project Number(s): O-00518**

**Addendum Number 3  
July 16, 2018**

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## ATTACHMENTS

The Attachments listed below are hereby incorporated into and made a part of this Request for Proposal (RFP) as though fully set forth herein.

- 001 - Project Advertisement – LOI O-00518.pdf
- 002 - FDOT Division I Design-Build Specifications
  - 002.01 - Design-Build Boilerplate
  - 002.02 - Award and Execution of Contract (SP0030200)
  - 002.03 - Public Records (SP0030900D7-718)
  - 002.04 - Permits and Licenses (No free passes will be issued to the Contractor for use on the Toll Facility) (SP0070201TP-718)
  - 002.05 - Preservation of Property for Toll Facilities (SP0071101-tolls)
  - 002.06 – Legal Requirements and Responsibility to the Public – Operations within the Railroad Right-of-Way (SP0071104RR)
  - 002.07 - Equal Employment Opportunity Requirements (SP0072700)
  - 002.08 - Preference to State Residents (SP0072800)
  - 002.09 - Legal Requirements and Responsibility to the Public - E-Verify (SP0072900)
  - 002.10 - Legal Requirements and Responsibility to the Public - Scrutinized Companies (SP0073000)
  - 002.11 – Contaminated Material – Mercury-Containing Devices and Lamps (SP0080409)
  - 002.12 - Prosecution and Progress - Amount of Liquidated Damages (SP0081000)
  - 002.13 - Prosecution and Progress-Damage Recovery (SP0081200)
- 003 - FDOT Divisions II and III Special Provisions identified by the Authority to be used on the Project:
  - 003.01 - Mobilization (SP1010000DB)
  - 003.02 - Contractor Quality Control General Requirements (SP1050813DB)
  - 003.03 - Structures Foundations (SP4550000DB)
  - 003.04 - Field office (SP1090000)
- 004 - Typical Section
  - 004.01 – Typical Section
- 005 - Flexible and Rigid Pavement Design Package – FPID 439023-1-52-01.pdf
- 006 - City\_of\_Tampa\_truck\_route\_sec\_25-182.pdf
- 007 - Approved Tampa Hillsborough Expressway Authority (Authority) General Tolling Requirements (GTR) (2017 THEA GTR – FINAL 20170327.pdf)
- 008 – Letters of Clarification
  - Letter of Clarification No. 1
- 009 – Not Used

## REFERENCE DOCUMENTS

The following documents are being provided with this RFP. Except as specifically set forth in the body of this RFP, these documents are being provided for reference and general information only. They are not being incorporated into and are not being made part of the RFP, the contract documents or any other document that is connected or related to this Project except as otherwise specifically stated herein. No information contained in these documents shall be construed as a representation of any field condition or any statement of facts upon which the Design-Build Firm can rely upon in performance of this contract. All information contained in these reference documents must be verified by a proper factual investigation. The bidder agrees that by accepting copies of the documents, any and all claims for damages, time or any other impacts based on the documents are expressly waived.

- 001 - 10002-3501-032 Contract No 1 Gandy Blvd to Euclid Ave
  - 001.01 - 10002-3501 Gandy-Dale Mabry-and Himes.pdf
  - 001.02 - aab00280.pdf
  - 001.03 - Contract 1 part 1.pdf
  - 001.04 - Contract 1 part 2.pdf
- 002 - 10002-3502-032 Contract No 2 Euclid Avenue to Mac Dill Avenue
  - 002.01 - Part 1.pdf
  - 002.02 - Part 2.pdf
- 003 - 10002-3503-032 Contract No 3 From South of Mac Dill Ave. to South of Watrous Ave.
  - 003.01 - Contract 3.pdf
- 004 - 10002-3504 Contract No 4 Watrous Ave. to Willow Ave.
  - 004.01 - Section 1.pdf
  - 004.02 - Section 3.pdf
  - 004.03 - Section 4.pdf
- 005 - 10002-3505 Contract No 5 Willow Avenue to Bayshore Boulevard
  - 005.01 - Contract 5.pdf
  - 005.02 - RoadwaySigns.pdf
- 006 - Open Road Tolling (ORT) Conversion
  - 006.01 - Final\_Crosstown\_ORT\_Structures.pdf
  - 006.02 - KCA – ORT Conversion Plan Set – Roadway.pdf
  - 006.03 - ORT Conversion Plans Signing and Pavement Marking.pdf
  - 006.04 - ORT Conversion\_ITS\_Lighting.pdf
- 007 - Right of Way Maps
  - 007.01 - Key Map and Right of Way Map, Contract 2501.pdf
  - 007.02 - Key Map and Right of Way Map, Contract 2506.pdf
  - 007.03 - Key Map and Right of Way Map, Contract 2508.pdf
  - 007.04 - Key Map and Right of Way Map, Contract 2509.pdf
  - 007.05 - Key Map and Right of Way Map, Contract 2511.pdf
  - 007.06 - Right of Way Map, Contract 2502.pdf
  - 007.07 - Right of Way Map, Contract 2503.pdf
  - 007.08 - Right of Way Map, Contract 2504.pdf
  - 007.09 - Right of Way Map, Contract 2505.pdf
  - 007.10 - Right of Way Map, Contract 2510.pdf
- 008 - SWFWMD Permitting
  - 008.01 - 01-30-2017 1000am TPA PA 405334 South Selmon Interim Safety.pdf
  - 008.02 – 01-30-2017 1100am TPA PA 405335 South Selmon Future Widening.pdf
- 009 – Habitat Assessment Technical Memorandum
  - 009.01 – 18 04 07\_South Selmon Safety Improvements memo.pdf

- 010 - Community Awareness Plan (pending)
- 011 - Geotechnical Data
  - 011.01 - South\_Selmon\_RFP\_Geotechnical\_Data\_Report.pdf
- 012 – Not Used
- 013 - Survey Data
  - 013.01 - ALGNRD01.DGN
  - 013.02 – DREXRD01.DGN
  - 013.03 – GDTMRD01.DGN
  - 013.04 – GDTNMRD01.tin
  - 013.05 – jobexp.gpk
  - 013.06 – THEA.pdf
  - 013.07 – THEA\_DREXRD01.pdf
  - 013.08 – THEA\_UTEXRD01.pdf
  - 013.09 – TOPORD01.DGN
  - 013.10 – UTEXRD01.DGN
- 014 - Project Control
  - 014.01 – THEA Project Control.xlsx
- 015 – 439023-1-52-01 (Selmon West Extension)
  - 015.01 – 439023-1\_O-17-00217\_A2RFCRoadwayPlans\_ForReview\_06-22-18\_S&S.pdf
  - 015.02 – 439023-1\_O-17-00217\_A2RFCSAPMPlans\_ForReview\_06-22-18\_S&S.pdf
  - 015.03 – 439023-1\_O-17-00217\_A2RFCLightingPlans\_ForReview\_06-22-18\_S&S.pdf
  - 015.04 – 439023-1\_O-17-00217\_A2RFCITSPans\_ForReview\_06-22-18\_S&S.pdf

## **I. Introduction.**

The Tampa-Hillsborough Expressway Authority (Authority) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals from Proposers for the South Selmon Extension (SR 618) Median Safety Improvement from Himes Avenue to Hyde Park Avenue of the Selmon Expressway in Hillsborough County. In general, the scope of work includes all investigations, design, permitting, coordination, final approved construction documents and the construction activities necessary to complete the project as detailed below. It is the Authority's intent that this procurement be in compliance with Section 287.55, Florida Statutes, and that the provisions of Section 287.55 take precedence over any provisions herein conflicting with Section 287.55

It is the Authority's intent that all Project construction activities be conducted within the existing Right-of-Way. The Design-Build Firm may submit a Technical Proposal that requires the acquisition of additional Right-of-Way if the subject acquisition was approved during the Alternative Technical Concept (ATC) process, and is in the form of a donation with no cost under any circumstance to the Authority, Florida Department of Transportation (Department or FDOT), or any other entity. Any Technical Proposal that requires the acquisition of additional Right-of-Way will not extend the contract duration as set forth in the Request for Proposal under any circumstances. The Authority will have sole authority to determine whether the acquisition of additional Right-of-Way on the Project is in the Authority's best interest, and the Authority reserves the right to reject the acquisition of additional Right-of-Way.

If a Design-Build Firm intends to submit a Technical Proposal that requires the acquisition of additional Right-of-Way, the Design-Build Firm shall discuss such a proposal with the Authority as part of the ATC process. If a Design-Build Firm submits a Technical Proposal that requires the acquisition of additional Right-of-Way and the Design-Build Firm fails to obtain Authority approval as part of the ATC process, then the Authority will not consider such aspects of the Proposal during the Evaluation process. If the

Design-Build Firm's Technical Proposal requires additional Right-of-Way approved by the ATC process, the additional Right-of-Way (only allowed in the form of a no-cost donation) will be required to be directly acquired by the Design-Build Firm. The Design-Build Firm shall submit, along with the Technical Proposal, Right-of-Way maps and legal descriptions including area in square feet of any proposed additional Right-of-Way parcels in the Technical Proposal. The additional Right-of-Way will be acquired by the Design-Build Firm in accordance with all applicable state and federal laws, specifically including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs (42 USC Chapter 61) and its implementing regulations, if applicable. This includes completing a State Environmental Impact Report (SEIR) or National Environmental Policy Act (NEPA) evaluation as appropriate. The Authority will not exercise any taking powers on behalf of any bidder that desires to acquire additional right of way. All costs concerning the acquisition of additional Right-of-Way will be borne solely by the Design-Build Firm. These costs include, but are not limited to consultant acquisition, appraisal services, court fees, attorney and any expert fees, property cost, etc. The Authority will have sole discretion with respect to the entire acquisition process of the additional Right-of-Way.

If the Design-Build Firm's Technical Proposal requires additional Right-of-Way, the acquisition of any such Right-of-Way shall be at no cost to the Authority, and all costs associated with securing and making ready for use such Right-of-Way for the Project shall be borne solely by the Design-Build Firm as a part of the Design-Build Firm's Lump Sum Price Bid. The Authority will not advance any funds for any such Right-of-Way acquisition and the Design-Build Firm shall bear all risk of delays in the acquisition of the additional property, regardless of cause or source.

Any additional Right-of-Way must be acquired prior to the commencement of any construction on or affecting the subject property. The Design-Build Firm waives any and all rights or claims for information, compensation, or reimbursement of expenses with respect to the Design-Build Firm's payment to the Authority for costs associated with the acquisition of the additional Right-of-Way. The additional Right-of-Way cannot be used for any construction activity or other purpose until the Authority has issued an applicable parcel clear letter or a Right-of-Way Certification for Construction.

If the Design-Build Firm's attempt to acquire the additional Right-of-Way is unsuccessful, then the Design-Build Firm shall provide a design of the Project within existing Right-of-Way and be required to complete the Project solely for the Lump Sum Price Bid, with no further monetary or time adjustments arising therefrom. Under no circumstances will the Authority be liable for any increase in either time or money impacts the Design-Build Firm suffers due to the Design-Build Firm's proposed acquisition of additional Right-of-Way, whether or not the acquisition is successful.

## **Description of Work**

### *Project Description*

The Authority proposes safety improvements to add wider inside paved shoulders to provide a refuge for disabled vehicles and a corridor for emergency vehicles. The project limits extend from Himes Avenue to Hyde Park Avenue in Hillsborough County, Florida. It is the intent that this safety improvement be constructed such that the Authority has maximum flexibility for potential future capacity improvements on the Selmon Expressway. The median is typically 38 feet wide. Remove the existing median shoulder pavement. Construct 19-foot shoulders in each direction with full-depth pavement. Construct ground-in rumble strips within five feet of the concrete median barrier. Construct concrete median barrier. Do not use Flexible Barrier systems. Ensure the transitions from barrier wall to traffic (bridge) railing are made with suitably designed Rigid Barriers. Match existing vertical profile grades and horizontal curvature. The cross slope shall be 2% or match the existing super-elevation rate. Mill (0.75 inches thickness minimum) and resurface the existing travel lanes. Cross slope correction shall be implemented.

Install rumble strips or rumble striping on the outside and inside edge lines where discontinuous.

Construct drainage and stormwater management to accommodate the proposed improvements.

Apply temporary striping, permanent thermoplastic striping and reflective pavement markers (RPMs).

Verify and document vertical clearances for sign structures. Submit design variations/exceptions when clearances do not meet minimum standards. Remove and replace the following structures:

- Overhead truss over the westbound lanes north of El Prado Boulevard
- Overhead truss over the eastbound lanes south of Platt Street
- Overhead truss over the eastbound lanes west of S. Boulevard

The following structures will be removed and not replaced:

- Overhead truss over the eastbound lanes located east of Willow Avenue
- Overhead truss over the westbound lanes west of Hyde Park Avenue

Remove existing foundations and any attachments to a minimum depth of five feet below existing grade.

Construct a new lighting system in the median with poles on/within the new median barrier wall.

### Project Goals

The Authority has established the following Project goals:

- Improve safety to the corridor within the limits described.
- Minimize the inconvenience to the travelling public.
- Minimize environmental impacts, including impacts to established wetlands, to the maximum extent possible.
- Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
- Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
- Maintain direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
- Coordinate with adjacent construction Projects and maintaining agencies.
- Minimize the inconvenience to adjacent residences including minimizing night work, noise and temporary construction lighting.

#### **A. Design-Build Responsibility**

The Design-Build Firm shall be responsible for survey, geotechnical investigation and evaluation, subsurface utility engineering (SUE), design, preparation of all documentation related to the acquisition of all permits not acquired by the Authority, preparation of any and all information required to modify permits acquired by the Authority if necessary, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section

VI) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities and the public.

The Design-Build Firm shall examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated and shall investigate the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the Authority's Project Manager.

The Design-Build Firm shall be responsible for obtaining all Federal Aviation Authority (FAA) 7460 approvals, as necessary, for design and construction impacts associated with the runways at MacDill Air Force base and Peter O'Knight Airport and for potential impacts to navigation signal reception during construction. The Design-Build Firm shall confirm that all design and construction elements comply with all requirements associated with FAA 7460 requirements necessary to construct the Project.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data, and shall base their bid on their own opinion of the conditions to be encountered. The submission of a proposal is prima facie evidence that the Design-Build Firm has made an examination as described in this provision.

The Design-Build Firm shall demonstrate good Project management practices while working on this Project. These include communication with the Authority and others as necessary, management of time and resources, and documentation.

The Design-Build Firm shall provide Litter Removal and Mowing in accordance with Specification Section 107 (Litter removal to take place just before each mowing operation). The Litter Removal and Mowing operations shall be carried out within the entire project right-of-way limits, including untouched areas. The Litter Removal shall be carried out by the Design-Build Firm every 21 calendar days for the Contract duration. The Mowing operations shall be carried out by the Design-Build Firm every 21 calendar days for the Contract duration and anytime the length of the grass exceeds 6 inches. The exact timing for each Litter Removal and Mowing application shall be coordinated with, and approved by, the Authority in advance of each operation.

## **B. Authority Responsibility**

The Authority will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The Authority will provide Project specific information and/or functions as outlined in this document.

### **Communications between Design-Build Firms and Authority:**

Proposers or persons acting on their behalf may not contact, between the Project Advertisement and the posting the notice of intended award, any employee or officer of the executive or legislative branch or any, employee or officer or member of Authority concerning any aspect of the RFP, except in writing to Mr. Man Le, Contracts and Procurement Manager ([Man.Le@tampa-xway.com](mailto:Man.Le@tampa-xway.com)). Violation of this provision may be grounds for rejecting Proposals.

## **II. Schedule of Events.**

Below is the current schedule of the events that will take place in the procurement process. The Authority reserves the right to make changes or alterations to the schedule as the Authority determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule. Unless otherwise notified in writing by the Authority, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

<b>Date</b>	<b>Event</b>
Friday, May 18, 2018	Advertisement
Thursday, May 31, 2018	Deadline for Questions/Request for Clarification
Monday, June 4, 2018	Addendum release (if required)
Friday, June 8, 2018	Letters of Interest for Phase I of the procurement process due in Authority Office by 2:00pm local time. Letters to be submitted to Man Le, Contracts and Procurement Manager ( <a href="mailto:Man.Le@tampa-xway.com">Man.Le@tampa-xway.com</a> ).
Friday, June 15, 2018	Evaluation Committee meets to evaluate LOI
Monday, June 18, 2018	Posting of Shortlist
Monday, June 25, 2018	Board approval of shortlist
Tuesday, June 26, 2018	Posting of Notice of Board approval
Friday, June 29, 2018	Deadline for all responsive Design-Build firms to affirmatively declare intent to continue to Phase II of the procurement process, 5:00pm local time
Monday, July 2, 2018	THEA Contracting Unit updates shortlist of firms continuing to Phase II by 5:00pm local time
Wednesday, July 11, 2018	Mandatory Pre-proposal meeting, facilitated by the Director of Expressway Operations, at 10:00am local time at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602.
Thursday, August 2, 2018	Deadline for Design-Build Firm to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1. Requests to be submitted to Man Le, Contracts and Procurement Manager ( <a href="mailto:Man.Le@tampa-xway.com">Man.Le@tampa-xway.com</a> ).
Thursday, August 9, 2018	Deadline for Design-Build Firm to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1. List shall be submitted to Man Le, Contracts and Procurement Manager ( <a href="mailto:Man.Le@tampa-xway.com">Man.Le@tampa-xway.com</a> ).
Wednesday, September 15, 2018	One-on-One Alternative Technical Concept Discussion Meeting. Sixty (60) Minutes will be allotted for each Meeting.
Tuesday, August 28, 2018	Deadline for submittal of Alternative Technical Concept Proposals, 2:00pm local time.
Tuesday, August 28, 2018	Final deadline for submission of requests for Design Exceptions or Design Variations.
Friday, August 31, 2018	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical Proposal. All questions shall be submitted to Man Le, Contracts and Procurement Manager ( <a href="mailto:Man.Le@tampa-xway.com">Man.Le@tampa-xway.com</a> ).
Friday, September 7, 2018	Deadline for the Authority to post responses to the Project website for questions submitted by the Design-Build Firms prior to the submittal of the Technical Proposal. Responses will be posted to the project website.

Friday, September 28, 2018	Technical Proposals due in Authority Office by 2:00 p.m. local time
Wednesday, October 3, 2018	Deadline for Design-Build for to “opt out” of Technical Proposal Page Turn meeting.
Thursday, October 11, 2018	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. Forty-five (45) Minutes will be allotted for this Meeting.
Wednesday, October 24, 2018	Question and Answer Session. Times will be assigned during the pre-proposal meeting. Sixty (60) minutes will be allotted for questions and responses.
Thursday, November 1, 2018	Deadline for submittal of Written Clarification letter following Question and Answer Session 2:00pm local time
Thursday, November 1, 2018	Deadline for submittal of questions, for which a response is assured, prior to the submission of the Price Proposal. All questions shall be submitted to Man Le, Contracts and Procurement Manager ( <a href="mailto:Man.Le@tampa-xway.com">Man.Le@tampa-xway.com</a> ).
Tuesday, November 6, 2018	Deadline for the Authority to post responses to the Project website for questions submitted by the Design-Build Firms prior to the submittal of the Price Proposal. Responses will be posted to the project website.
Monday, November 12, 2018	Price Proposals due in Authority Office by 11:00am local time.
Monday, November 12, 2018	Public announcing of Technical Scores and opening of Price Proposals at 1:30pm local time at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602
Monday, November 12, 2018	THEA Contracting Unit posts final scores and bid prices to THEA website by 5:00pm local time
Monday, November 26, 2018	Public Meeting of Selection Committee (THEA Board Meeting) to determine intended Award
Monday, November 26, 2018	Posting of the Authority’s intended decision to Award
Friday, November 30, 2018	Anticipated Award Date
Tuesday, December 18, 2018	Anticipated Execution Date

### III. Threshold Requirements.

#### A. Qualifications

Design-Build Firms must be qualified in accordance with Rule Chapter 14-91, Florida Administrative Code, as demonstrated by possession of a valid FDOT certificate of qualification. Proposers are required to be pre-qualified in all work types required for the Project. The technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the Project, must be satisfied.

The Contractor or Joint Venture members collectively, must be qualified in the advertised Construction Contractor Work Classes. The Contractor or Joint Venture cannot utilize subcontractors to meet the qualification requirements for the Construction Work Classes. The design consultant may utilize

subconsultants to meet the advertised Professional Services Work Type requirements. All qualification requirements must be met prior to the Response Deadline. Two or more qualified parties submitting as a Joint Venture must meet the Joint Venture requirements of Rule Chapter 14-22, specifically Rule 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture, FDOT Form No. 375-020-18, and receive approval from the Authority prior to the Response Deadline for Letters of Response (LOR) or submittal of the Proposal, whichever occurs first.

#### **B. Joint Venture Firm**

Two or more Firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, F.A.C. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney FDOT Form No. 375-020-18, prior to the deadline for receipt of Letters of Interest.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the engineering, quality control, and geotechnical, and construction portions of the Work. The Joint Venture shall provide an Affirmative Action Plan specifically for the Joint Venture.

#### **C. Price Proposal Guarantee**

A Price Proposal guaranty in an amount of not less than five percent (5%) of the total bid amount shall accompany each Proposer's Price Proposal. The Price Proposal guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the Authority and the Department. The surety on any bid bond shall be a company recognized to execute bid bonds for contracts of the State of Florida. The Price Proposal guaranty shall stand for the Proposer's obligation to timely and properly execute the contract and supply all other submittals due therewith. The amount of the Price Proposal guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. The Price Proposal guaranty of all Proposers' shall be released pursuant to 3-4 of the Division I Design-Build Specifications.

#### **D. Pre-Proposal Meeting**

Attendance at the pre-proposal meeting is mandatory. Any proposer failing to attend will be deemed non-responsive and eliminated from further consideration. The purpose of this meeting is to provide a forum for the Authority to discuss with all concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, Design Exceptions, Design Variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the Authority will issue a written addendum to this Request for Proposals as the Authority determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the Authority. Proposers shall direct all questions to Man Le, Contracts and Procurement Manager ([Man.Le@tampa-xway.com](mailto:Man.Le@tampa-xway.com)). Responses to all questions shall be posted on the Authority's website.

Failure by a Proposer to attend or be represented at the pre-proposal meeting will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered. All Proposers must be present and signed in prior to the start of the mandatory pre-proposal meeting. The convener of the meeting will circulate the attendee sign in sheet at the time the meeting was advertised to begin. Once all Proposers have signed, the sign in sheet will be taken and the meeting will "officially" begin. Any Proposer

not signed in at the “official” start of the meeting will be considered late and will not be allowed to propose on the Project.

#### **E. Technical Proposal Page-Turn Meeting**

The Authority will meet with each Proposer, formally for sixty (60) minutes, for a page-turn meeting. The purpose of the page-turn meeting is for the Design-Build Firm to guide the Technical Review Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Design-Build Firm wishes to emphasize. The page-turn meeting will occur between the date the Technical Proposal is due and the Question and Answer session occurs, per the Schedule of Events section of this RFP. The Authority will terminate the page-turn meeting promptly at the end of the allotted time. The Authority will record all of the page-turn meeting. All recordings will become part of the Contract Documents. The page-turn meeting will not constitute discussions or negotiations. The Design-Build Firm will not be permitted to ask questions of the Technical Review Committee during the page-turn meeting. An unmodified aerial or map of the project limits provided by the Design-Build Firm is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Authority upon conclusion of the page turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page turn meeting is expressly prohibited. Upon conclusion of the sixty (60) minutes, the Technical Review Committee is allowed five (5) minutes to ask questions pertaining to information highlighted by Design-Build Firm. Participation in the page-turn meeting by the Design-Build Firm shall be limited to eight (8) representatives from the Design-Build Firm. Design-Build Firms desiring to opt out of the page-turn meeting may do so by submitting a request to the Authority.

#### **F. Question and Answer Session**

The Authority may meet with each Proposer, formally, for a Question and Answer (Q&A) session. The purpose of the Q & A session is for the Authority to seek clarification and ask questions, as it relates to the Technical Proposal, of the Proposer. The Q&A session may last up to one (1) hour. The Authority may terminate the Q & A session promptly at the end of the allotted time. The Authority shall record all of the Q & A session. All recordings will become part of the Contract Documents. The Q & A session will not constitute “discussions” or negotiations. Proposers will not be permitted to ask questions of the Authority except to ask the meaning of a clarification question posed by the Authority. No supplemental materials, handouts, etc. will be allowed to be presented in the Q & A session. No additional time will be allowed to research answers.

Within one (1) week of the Q & A session, the Design-Build Firm shall submit to the Authority a written clarification letter summarizing the answers provided during the Q & A session. The questions, answers, and written clarification letter will become part of the Contract Documents and will be considered by the Authority as part of the Technical Proposal. The Design-Build Firm shall not include information in the clarification letter which was not discussed during the Q&A session. In the event the Design-Build Firm includes additional information in the clarification letter which was not discussed during the Q&A session and is not otherwise included in the Technical Proposal, such additional information will not be considered by the Authority during the evaluation of the Technical Proposal.

One (1) week prior to the Price Proposal due date the Design-Build Firm shall submit to the Authority a written statement as follows: “[insert name of the Design-Build Firm] confirms that, despite any provision in the Design-Build Firm’s Technical Proposal or any Q&A written clarification letter that may be inconsistent with the other requirements of the Contract Documents, [insert name of the Design-Build Firm] intends to comply fully with the requirements otherwise provided for in the Contract Documents, except for,

pursuant to Section I – Order of Precedence – of the RFP, any [insert name of Design-Build Firm]’s statements, terms, concepts or designs that can reasonably be interrupted as offers provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required which such statements, terms, concepts and designs are the obligations of [insert name of the Design-Build Firm].” In case of the failure of the Design-Build Firm to timely provide such a written statement, the Authority may determine the Build Firm to be deemed non-responsive.

The Authority will provide some (not necessarily all) proposed questions to each Design-Build Firm as it relates to their Technical Proposal approximately 24 hours before the scheduled Q & A session.

### **G. Protest Rights**

Any person who is adversely affected by the Authority decision or intended decision shall file with the Authority a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of the protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. At the time the protest is filed with the Authority, the protestor shall provide the Authority with a protest bond in the amount of \$100,000.00. The bond shall be payable to the Authority and shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in any hearing in which the action is brought and in any subsequent appellate court proceeding.

Upon receipt of the formal written protest that has been timely filed, the Authority shall stop the solicitation or contract award process until the subject of the protest is resolved by final Authority action, unless the Authority head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

The Authority shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, state and Authority holidays, after receipt of a formal written protest.

If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, state and Authority holidays, after receipt of the formal written protest, the adversely affected party may seek relief in the Hillsborough County Circuit Court.

In a protest to an invitation to bid or request for proposals procurement, no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered. In a protest to an invitation to negotiate procurement, no submissions made after the Authority announces its intent to award a contract, reject all replies, or withdraw the solicitation which amend or supplement the reply shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed Authority action. In a competitive-procurement protest, other than a rejection of all bids, proposals, or replies, the judge shall conduct a de novo proceeding to determine whether the Authority's proposed action is contrary to the Authority's governing statutes, the Authority's rules or policies, or the

solicitation specifications. The standard of proof for such proceedings shall be whether the proposed Authority action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended Authority action to reject all bids, proposals, or replies, the standard of review by an administrative law judge shall be whether the Authority's intended action is illegal, arbitrary, dishonest, or fraudulent.

The required notice of protest and bond, and formal written protest must each be timely filed with:

Tampa- Hillsborough Expressway Authority  
1104 East Twiggs Street Suite 300  
Tampa, FL 33602  
Attn: Man Le, Contracts and Procurement Manager

Failure to file a notice of protest or formal written protest within the time prescribed or failure to post the bond or other security required within the time allowed for filing a bond shall constitute a waiver of proceedings.

#### **H. Non-Responsive Proposals**

Proposals found to be non-responsive shall not be considered. A proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required work, submission of more than one proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those proposals wherein the same Engineer is identified in more than one proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Build Firms for Federally Financed or Assisted Projects.

The Authority will not give consideration to tentative or qualified commitments in the proposals. For example, the Authority will not give consideration to phrases as "we may" or "we are considering" in the evaluation process for the reason that they do not indicate a firm commitment.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Any proposal submitted by a Proposer that did not sign-in at the mandatory pre-proposal meeting will be non-responsive.

#### **I. Waiver of Irregularities**

The Authority may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Proposers. Minor irregularities are defined as those that will not have an adverse effect on the Authority's interest and will not affect the price of the Proposals by giving a Proposer an advantage or benefit not enjoyed by other Proposers.

1. Any design submittals that are part of a proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The Authority, at their discretion, may elect to consider those variations in awarding points to the proposal rather than rejecting the entire proposal.
3. In no event will any such elections by the Authority be deemed to be a waiving of the Design and Construction Criteria.
4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Authority policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
6. The Proposer shall obtain any necessary permits or permit modifications not already provided.
7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

**J. Modification or Withdrawal of Technical Proposal**

Proposers may modify or withdraw previously submitted Technical Proposals at any time prior to the Technical Proposal due date. Requests for modification or withdrawal of a submitted Technical Proposal shall be in writing and shall be signed in the same manner as the Technical Proposal. Upon receipt and acceptance of such a request, the entire Technical Proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the Technical Proposal provided the change is submitted prior to the Technical Proposal due date.

**K. Authority's Responsibilities**

This Request for Proposal does not commit the Authority to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

**L. Design-Build Contract**

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 provide a schedule of values to the Authority for their approval. The total of the Schedule of Values will be the lump sum contract amount.

The terms and conditions of this contract are fixed price and fixed time. The Design-Build Firm's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

#### **IV. Small Business Enterprise (SBE) Program.**

##### **A. SBE Availability:**

THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's. This means that the Authority's goal is to spend a portion of the highway dollars with Certified SBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Authority believes that the overall goal can be achieved through the normal competitive procurement process.

#### **V. Project Requirements and Provisions for Work.**

##### **A. Governing Regulations:**

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Florida Department of Transportation (Department), FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Authority at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), Standard Plans and Interim Revisions and Errata. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Standard Plans and Interim Revisions and Errata in effect at the time the bid price proposals are due in the Authority Office. The Design-Build Firm shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

1. Florida Department of Transportation Design Manual (FDM)  
<http://www.fdot.gov/roadway/FDM/>
2. Florida Department of Transportation Specifications Package Preparation Procedure  
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
3. Florida Department of Transportation Standard Plans  
<http://www.fdot.gov/design/StandardPlans/>
4. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications  
<http://www.fdot.gov/programmanagement/default.shtm>
5. Florida Department of Transportation Surveying Procedure  
<http://www.fdot.gov/procedures/procedures.shtm>
6. Florida Department of Transportation EFB User Handbook (Electronic Field Book)  
[http://www.fdot.gov/geospatial/doc\\_pubs.shtm](http://www.fdot.gov/geospatial/doc_pubs.shtm)
7. Florida Department of Transportation Drainage Manual and Handbooks  
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>

8. Florida Department of Transportation Soils and Foundations Handbook  
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
9. Florida Department of Transportation Structures Manual  
<http://www.fdot.gov/structures/DocsandPubs.shtm>
10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual  
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
11. AASHTO – A Policy on Geometric Design of Highways and Streets  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=110](https://bookstore.transportation.org/collection_detail.aspx?ID=110)
12. MUTCD – 2009, with Revisions 1 and 2 dated March 2012  
<http://mutcd.fhwa.dot.gov/>
13. Safe Mobility For Life Program Policy Statement  
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=000-750-001>
14. Traffic Engineering and Operations Safe Mobility for Life Program  
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
15. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015  
<http://www.fdot.gov/procedures/procedures.shtm>
16. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
17. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure  
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
18. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
19. Florida Department of Transportation Utility Accommodation Manual  
<http://www.fdot.gov/programmanagement/utilities/UAM.shtm>
20. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
21. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
22. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Pavement Type Selection Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
24. Florida Department of Transportation Right-of-Way Manual  
<http://www.fdot.gov/rightofway/Documents.shtm>

25. Florida Department of Transportation Traffic Engineering Manual  
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
26. Florida Department of Transportation Intelligent Transportation System Guide Book  
[http://www.fdot.gov/traffic/Doc\\_Library/Doc\\_Library.shtm](http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm)
27. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications  
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
28. AASHTO Guide for the Development of Bicycle Facilities  
[https://bookstore.transportation.org/collection\\_detail.aspx?ID=116](https://bookstore.transportation.org/collection_detail.aspx?ID=116)
29. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).  
[http://www.fhwa.dot.gov/engineering/hydraulics/library\\_arc.cfm?pub\\_number=17](http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17)
30. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways  
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
31. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
32. Florida Department of Transportation Driveway Information Guide  
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf>
33. Florida Department of Transportation Express Lanes Handbook  
<http://www.floridaexpresslanes.com/wp-content/uploads/2017/04/FDOT-Express-Lanes-Handbook.pdf>
34. AASHTO Highway Safety Manual  
<http://www.highwaysafetymanual.org/>
35. Florida Statutes  
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
36. Florida Department of Transportation Construction Project Administration Manual – Section 10.4  
<http://www.dot.state.fl.us/construction/manuals/cpam/CPAMManual.shtm>
37. Florida Administrative Code, Rule Chapter 14-51  
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=14-51>
38. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals  
[AASHTO Bookstore - Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th Edition, with 2015 Interim Revisions](https://www.transportation.org/bookstore/Standard-Specifications-for-Structural-Supports-for-Highway-Signs-Luminaires-and-Traffic-Signals-6th-Edition-with-2015-Interim-Revisions)
39. AASHTO Manual for Bridge Evaluation (MBE)  
[AASHTO Bookstore - Manual for Bridge Evaluation, 2nd Edition, with 2011, 2013, 2014, and 2015 Interim Revisions](https://www.transportation.org/bookstore/Manual-for-Bridge-Evaluation-2nd-Edition-with-2011-2013-2014-and-2015-Interim-Revisions)

40. Florida Department of Transportation Bridge Load Rating Manual  
<http://www.fdot.gov/maintenance/LoadRating.shtm>
41. Florida Turnpike Traffic Guide Drawings  
<http://www.floridasturnpike.com/design/Documents/DocsPublications/Guide%20Drawings/2016/Traffic/>
42. Code of Federal Regulations – Title 14, Chapter 1, Subchapter E, Part 77  
<https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=14:2.0.1.2.9>
43. National Electrical Code  
[http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-P1194.aspx?order\\_src=D347&gclid=CPT6k6zP0M0CFQcMaQodkooAuQ](http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-P1194.aspx?order_src=D347&gclid=CPT6k6zP0M0CFQcMaQodkooAuQ)
44. National Electrical Safety Code  
<http://standards.ieee.org/about/nesc/>

#### **B. Innovative Aspects:**

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards or established Authority policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

Certain critical elements of this Project, which may reduce the construction coverage, diminish the design criteria or quality, or increase impacts, shall not be allowed. These elements include:

- Reduction in the begin and end Project limits;
- Reduction in the number of lanes and lane widths as depicted in the Typical Section Package and Concept Plans;
- Reduction in permanent Design Speeds on all State or local roads;
- Reduction in the Access Classification and Control, or changes to the access management or property access requirements;
- Reduction in the minimum storage lengths at intersections, as depicted in the Concept Plans;
- Elimination of tolling point locations;
- Elimination or relocation of proposed median openings shown in the Concept Plans; and
- Elimination of tolling site and equipment

#### **1. Alternative Technical Concept (ATC) Proposals**

The ATC process allows innovation, flexibility, time and cost savings on the design and construction of Design-Build Projects while providing the best value for the public. Any deviation from the RFP that the Design-Build Firms seeks to obtain approval to utilize prior to Technical Proposal submission is, by definition, an ATC and therefore must be discussed and submitted to the Authority for consideration through the ATC process. Any proposed material or technology not addressed by the RFP is considered an ATC and therefore must be submitted to the Authority for consideration through the ATC process. The proposed ATC shall provide an approach that is equal to or better than the requirements of the RFP, as determined by the Authority. ATC Proposals which reduce scope, quality, performance, or reliability

should not be proposed. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the RFP.

The Authority will keep all ATC submissions confidential prior to the Final Selection of the Proposer to the fullest extent allowed by law, with few exceptions. Although the Authority will issue an addendum for all ATC Proposals contained in the list below, the Authority will endeavor to maintain confidentiality of the Design-Build Firms specific ATC proposal. Prior to approving ATC's which would result in the issuance of an Addendum as a result of the item being listed below, the Design-Build Firm will be given the option to withdraw previously submitted ATC proposals. Any approved ATC Proposal related to following requirements described by this RFP shall result in the issuance of an Addendum to the RFP:

- New Design Exceptions or Design Variations required or modifications to Authority approved Design Exceptions or Design Variations already provided in the Attachments;
- Significant changes in scope as determined by the Authority.

The following requirements described by this RFP may be modified by the Design-Build Firm provided they are presented in the One-on-One ATC discussion meeting, as defined below, and submitted to the Authority for review and approval through the ATC process described herein. The Authority may deem a Proposal Non-Responsive should the Design-Build Firm include but fail to present and obtain Authority approval of the proposed alternates through the ATC process. Authority approval of an ATC proposal that is related to the items listed below will NOT result in the issuance of an Addendum to the RFP.

- None

The Authority seeks to provide a degree of flexibility and innovation to the Design-Build Firm in the means of constructing the safety improvements safely and efficiently while meeting all of traffic restraints and traffic control requirements of the project.

## **2. One-on-One ATC Proposal Discussion Meetings**

One-on-One ATC discussion meetings may be held in order for the Design-Build Firm to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction criteria. Each Design-Build Firm with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Design-Build Firm shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of ATC proposals to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATC's to be discussed but it should be sufficiently comprehensive to allow the Authority to identify appropriate personnel to participate in the One-on-One ATC discussion meetings. The purpose of the One-on-One ATC discussion meeting is to discuss the ATC proposals, answer questions that the Authority may have related to the ATC proposal, review other relevant information and when possible establish whether the proposal meets the definition of an ATC thereby requiring the submittal of a formal ATC submittal. The meeting should be between representatives of the Design-Build Firm and/or the Design-Build Engineer of Record and the Authority and Department staff as needed to provide feedback on the ATC proposal. The Design-Build Firm shall provide one (1) hard copy and one (1) electronic copy of all materials presented at the One-on-One ATC discussions. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the Authority will advise the Design-Build Firm as to the following related to the ATC proposals which were discussed:

- The Proposal meets the criteria established herein as a qualifying ATC Proposal; therefore an ATC Proposal submission IS required, or

- The Proposal does not meet the criteria established herein as a qualifying ATC proposal since the Proposal is already allowed or contemplated by the original RFP; therefore an ATC Proposal submission is NOT required.

### **3. Submittal of ATC Proposals**

All ATC submittals must be in writing and may be submitted at any time following the Shortlist Posting but shall be discussed and submitted prior to the deadline shown in the Schedule of Events of this RFP.

All ATC submittals are required to be on plan sheets or on roll plots no wider than 36 inches and no longer than four feet (4'), and shall be sequentially numbered and include the following information and discussions:

- a) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis;
- b) Usage: The locations where and an explanation of how the ATC would be used on the Project;
- c) Deviations: References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from the requirements and a request for approval of such deviations along with suggested changes to the requirements of the RFP which would allow the alternative proposal;
- d) Analysis: An analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed;
- e) Impacts: A preliminary analysis of potential impacts on vehicular traffic (both during and after construction), environmental impacts, community impacts, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation;
- f) Risks: A description of added risks to the Authority or third parties associated with implementation of the ATC;
- g) Quality: A description of how the ATC is equal or better in quality and performance than the requirements of the RFP;
- h) Operations: Any changes in the Authority's operation requirements associated with the ATC, including ease of operations;
- i) Maintenance: Any changes in the Authority's maintenance requirements associated with the ATC, including ease of maintenance;
- j) Anticipated Life: Any changes in the anticipated life of the item comprising the ATC;

### **4. Review and Approval of ATC Submittals**

After receipt of the ATC submittal, the Director of Expressway Operations (DEO), or designee, will communicate with the appropriate staff as necessary, and respond to the Design-Build Firm in writing within 10 calendar days of receipt of the ATC submittal as to whether the ATC is acceptable, not acceptable,

or requires additional information. If the DEO, or designee, determines that more information is required for the review of an ATC, questions should be prepared by the DEO, or designee, to request and receive responses from the Design-Build Firm. The review should be completed within 10 calendar days of the receipt of the ATC submittal. If the review will require additional time, the Design-Build Firm should be notified in advance of the 10 day deadline with an estimated timeframe for completion.

Approved Design Exceptions required as part of an approved ATC submittal will result in the issuance of an addendum to the RFP notifying all Shortlisted Design-Build Firms of the approved Design Exception(s). Prior to approving ATC's which would result in the issuance of an Addendum as a result of a Design Exception, the Design-Build Firm will be given the option to withdraw previously submitted ATC proposals.

The Authority reserves the right to disclose to all Design-Build Firms, via an Addendum to the RFP, any errors of the RFP that are identified during the One-on-One ATC meetings, except to the extent that the Authority determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

ATC's are accepted by the Authority at the Authority's discretion and the Authority reserves the right to reject any ATC submitted. The Authority reserves the right to issue an Addendum to the RFP based upon a previously denied ATC Proposal, without regard to the confidentiality of the denied ATC Proposal. All Authority approvals of ATCs submissions are based upon the known impacts on the project at the time of submission. The Authority reserves the right to require a modification or amendment to a previously approved ATC as a result of a contract change which is issued by an addendum subsequent to the Authority's initial approval of the ATC.

The Project file will clearly document all communications with any Design-Build Firm.

## **5. Incorporation of Approved ATC's into the Technical Proposal**

The Design-Build Firm will have the option to include any Authority Approved ATC's in the Technical Proposal. The Proposal Price should reflect any incorporated ATC's. All approved ATC's that are incorporated into the Technical Proposal must be clearly identified in the Technical Proposal Plans and/or Roll Plots. The Technical Proposal shall also include a listing of the incorporated, approved ATCs.

By submitting a Proposal, the Design-Build Firm agrees, if it is not selected, to disclosure of its work product to the successful Design-Build Firm, only after receipt of the designated stipend (if applicable) or after award of the contract whichever occurs first.

### **C. Geotechnical Services:**

#### **1. General Conditions:**

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Project needs in accordance with Authority and Department guidelines, procedures and specifications. All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The Design-Build Firm shall be solely responsible for all geotechnical aspects of the Project.

The authority has provided geotechnical exploration materials as a reference document in this RFP. No

additional field exploration or testing shall be performed by any Design-Build Firm prior to the shortlist date.

**D. Authority Commitments:**

The Design-Build Firm will be responsible for adhering to the project commitments identified below:

No.	Commitment	Responsible Party	Status
1	Minimize noise and construction impacts to the adjacent residences	Design-Build Firm	

**E. Environmental Permits:**

**1. Storm Water and Surface Water:**

Plans shall be prepared in accordance with Chapters 373 and 403 (F.S.) and Chapters 40 and 62 (F.A.C.).

**2. Permits:**

The Design-Build Firm shall provide the Authority with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the Authority prior to submittal to the agencies.

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the Authority is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. This applies whether the project is Federal or state funded. Once the Authority has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the DEO. If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the environmental permits valid throughout the construction period. The Design-Build Firm shall provide the Authority with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the Authority prior to submittal to the agencies.

The Design-Build Firm will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm. The Design-Build Firm shall be responsible for complying

with all permit conditions.

The Authority will have up to 15 calendar days (excluding weekends and Authority observed holidays) to review and comment on the draft permit package. The Design-Build Firm will address all comments by the Authority and obtain Authority approval, prior to submittal of the draft permit. The Design-Build Firm shall be solely responsible for all time and costs associated with providing the required information to the Authority, as well as the time required by the Authority to perform its review of the permit package, prior to submittal of the permit application(s) by the Design-Build Firm to the regulatory agency(ies).

However, notwithstanding anything above to the contrary, upon the Design-Build Firm's preliminary request for extension of Contract Time, pursuant to Division I, Subarticle 8-7.3, being made directly to the DEO, the Authority reserves unto the DEO, in their sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design-Build Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the DEO unless the Design-Build Firm clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design-Build Firm to challenge or otherwise seek review or appeal in any forum of any determination made by the DEO under this provision.

**F. Railroad Coordination:**

If necessary, the Authority will conduct any contract negotiations and plans review coordination. If applicable, all required Railroad Reimbursement Agreements will be between the CSX Corporation (CSX) and the Authority. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these agreements. The Design-Build Firm must make the necessary arrangements with CSX prior to encroachments into the railroad rights-of-way. The Design-Build Firm is responsible for any and all fees required by these agreements.

**G. Survey:**

The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the Authority in a Department approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying and Mapping Procedure, Topic Nos. 550-030-101, the Surveying and Mapping Handbook, and Terrestrial Mobile LiDAR Surveying and Mapping Guidelines, dated July 1, 2015. This work must comply with Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S. This survey also must comply with Chapter 177, F.S.

**H. Verification of Existing Conditions:**

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing Department and Authority records and other information.

By execution of the contract, the Design-Build Firm specifically acknowledges and agrees that the Design-Build Firm is contracting and being compensated for performing adequate investigations of existing site conditions sufficient to support the design developed by the Design-Build Firm and that any information is

being provided merely to assist the Design-Build Firm in completing adequate site investigations. Notwithstanding any other provision in the contract documents to the contrary, no additional compensation will be paid in the event of any inaccuracies in the preliminary information.

**I. Submittals:**

• **Component Submittals:**

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the Florida Design Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, and structural. The Authority will allow Temporary Traffic Control Plans to be considered as a component of the contract plans set.

The Design-Build Firm may divide the project into separate areas and submit components for each area; however, sufficient information on adjoining areas must be provided to allow for a complete review.

• **Phase Submittals:**

The Design-Build Firm shall provide the documents for each phase submittal listed below to the Authority's Project Manager. The particular phase shall be clearly indicated on the documents. The Authority's Project Manager will send the documents to the appropriate office for review and comment. The review period commences upon the Authority's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Design-Build Firm. The Authority's review is not meant to be a complete and detailed review. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Authority, the Authority's Project Manager will initial, date and stamp the signed and sealed plans and specifications as "Released for Construction".

**Prerequisites to 90% Phase Submittal (60% completion level)**

- 6 copies of 11" X 17" plans
  - Line and Grade Master Plan
  - Traffic Control Master Plan
  - Preliminary Drainage Plan
  - Lighting Master Plan
  - Overhead Signing Master Plan
- 1 draft geotechnical report
- 4 copies of design documentation
- 1 copy of Technical Special Provisions
- 6 CD's containing the above information in .pdf format

**90% Phase Submittal**

- 6 copies of 11" X 17" plans
- 1 signed and sealed geotechnical report
- 1 copies of signed and sealed geotechnical report
- 4 copies of design documentation
- 1 copy of Technical Special Provisions
- 3 CD's containing the above information in .pdf format

### **Final Submittal**

- 2 sets of signed and sealed 11" X 17" plans
- 8 copies of signed and sealed 11" X 17"
- 2 sets of signed and sealed design documentation
- 5 copies of signed and sealed design documentation
- 1 signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 2 copies of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 2 sets of electronic copies of Technical Special Provisions on CD
- 4 CD's containing the above information in .pdf format

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes (as determined by the Authority) made as a part of the Final submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to stamping the plans or specifications "Released for Construction."

- **Requirements to Begin Construction:**

The Authority's indication that the signed and sealed plans and specifications are "Released for Construction" authorizes the Design Build Firm to proceed with construction based on the contract and plans and specifications. The Authority's review of submittals and subsequent Released for Construction is to assure that the Design-Build Firm's EOR has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the contract documents. The Authority's review is not meant to be a complete and detailed review. No failure by the Authority in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for Design-Build Firm's entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the Engineer of Record to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the Authority and all revisions are subject to the Authority's approval.

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the Authority stamping the plans and specifications Released for Construction except for bridge construction. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) days notice before starting the specific activity. The plans to begin construction may be in any format including report with details, 8 1/2" X 11" sheets, or 11" X 17" sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the Authority stamping the plans and specifications Released for Construction is at the Design-Build Firm's risk, and does not reduce or eliminate the Phase Submittal requirements.

- **As-Built Set:**

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign, seal, and certify) the As-Built Plans, the special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the

Department Florida Design Manual.

The Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the Authority in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Authority review and acceptance as a condition precedent to the Authority's issuance of Final Acceptance.

The Authority shall review, certify, and accept the As-Built Plans, including all permitting agency As-Builts, prior to issuing Final Acceptance of the project in order to complete the As-Built Plans. Modifications to any submitted As-Built material as requested by the Authority shall be completed by the Design-Build Firm.

The Authority shall certify the As-Built Plans per Chapter 5.12 of the Construction Project Administration Manual (TOPIC No. 700-000-000).

The Design-Build Firm shall furnish to the Authority, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed plans
- 2 sets of 11 "X 17" copies of the signed and sealed plans
- 1 set of design computations, signed and sealed, bound in 8½" x 11" sheets
- 1 sets of final documentation (if different from final component submittal)
- 2 (two) Final Project CD's containing the items listed above

The Design-Build Firm shall also submit the as-built drawings in CADD files, using a format and layering system reasonably acceptable to the Authority.

The Design-Build Firm shall complete all As-Built requests as required by all permitting agencies.

- **Milestones:**

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

- Permit applications and subsequent Requests for Information (RFI) correspondence for Authority Review
- Approved Permits Package
- Pavement Design Package
- Typical Section Package
- Design Exception and Variation Package
- Stormwater Management Report
- Noise and Vibration

**Railroad Submittals: Not Applicable**

**J. Contract Duration:**

The Design-Build Firm shall establish the Contract Duration for the subject Project. The Contract Duration

is estimated to be **480 calendar days**. The Proposed Contract Duration and supporting critical path schedule shall be submitted with the Technical Proposal.

**K. Project Schedule:**

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and Authority observed Holidays) review time for the Authority's review of all submittals with the exception of Category 2 structures submittals. The review of Category 2 structures submittals requires FDOT Central Office involvement and the Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Authority and Department observed Holidays) for these reviews. The Design-Build Firm shall allow for 30 calendar days for shop drawing reviews and 20 calendar days for shop drawing resubmittals.

The Design-Build Firm shall provide a submittal schedule a minimum of 60 calendar days prior to the Authority's receipt of the first submittal. All required submittals shall be shown in the schedule. Submittals include permit acquisitions, Typical Section submittals, Pavement design submittals, design exception submittals, design variance submittals, QMP, etc. The schedule shall be further broken down to detail the Design-Build Firm's expected component submittals and Project areas. The submittal schedule shall be updated on a monthly basis, and will accompany the Design-Build Firm's monthly invoice.

The Authority will perform the review of Foundation Construction submittals in accordance with Section 455. The Department may also perform these reviews, at their discretion.

The following Special Events have been identified in accordance with Specification 8-6.4:

- MacDill Air Fest
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest

In addition to the limitations on lane closures, detours, and non-working days, the Authority may direct up to ten (10) days when no lane closures and detours will be permitted. The contractor will be provided no less than 24-hour notice of these events and shall be at no additional cost or time to the Authority.

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below:

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including RFI's, RFM's, RFC's, and NCR's
- Design Survey
- Submittal Reviews by the Authority
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction

- Clearing and Grubbing
- Construction Mobilization
- Coordination and Planning of Dewatering and Removal of Contamination and Hazardous Material in conjunction with the Authority's Contamination and Remediation Contractor(s)
- Dewatering and Removal of Contamination and Hazardous Material
- Drainage Analysis (Including Temporary)
- Drainage Design (Including Temporary)
- Drainage Construction (Including Temporary)
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Roadway Design
- Utility Design (work performed under UWHCA)
- Utility Construction (work performed under UWHCA)
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up, Maintenance, and Take-Down (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Utility Coordination/Relocation
- Subsurface Utility Engineering
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

**L. Key Personnel/Staffing:**

The Design-Build Firm's work shall be performed and directed by key personnel identified in the Letter of Interest and/or Technical Proposal by the Design-Build Firm. In the event a change in key personnel is requested, the Design-Build Firm shall submit the qualifications of the proposed key personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the DEO. The Authority shall have sole discretion in determining whether or not the proposed substitutions in key personnel are comparable to the key personnel identified in the Letter of Interest and/or Technical Proposal. The Design-Build Firm shall have available professional staff meeting the minimum training and experience set forth in Florida Statute Chapter 455.

**M. Partner/Teaming Arrangement:**

Partner/Teaming Arrangements of the Design-Build Firm (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the Letter of Interest without written consent of the Authority. In the event a change in the Partner/Teaming Arrangement is requested, the Design-Build Firm shall submit the reason for the proposed change. Any changes in the Partner/Teaming Arrangement shall be subject to review and approval by the DEO. The Authority shall have sole discretion in determining whether or not

the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

**N. Meetings and Progress Reporting:**

The Design-Build Firm shall anticipate periodic meetings with Authority personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Authority technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Pavement Design Meeting
- Drainage Design coordination meetings
- Permit agency coordination
- Scoping Meetings

During design, the Design-Build Firm shall meet with the Authority's Project Manager on a bi-weekly basis and provide a two-week look ahead of the activities to be completed during the upcoming month.

During construction, the Design-Build Firm shall meet with the Authority's Project Manager on a weekly basis and provide a two-week look ahead for activities to be performed during the coming week.

The Design-Build Firm shall, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

**O. Public Involvement:**

**1. General:**

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the Project. The Authority will serve as the Public Involvement Consultant (PIC) to carry out an exhaustive Public Involvement Campaign and a marketing effort. The Design-Build Firm will continue to assist the Authority and be part of the Public Involvement effort but on a limited basis as described below.

**2. Community Awareness:**

The Design-Build Firm will review and comment on a Community Awareness Program provided by the PIC for the Project.

**3. Public Meetings:**

The Design-Build Firm shall provide all support necessary for the PIC to hold various public meetings, which may include:

- Kick-off or introductory meeting
- Metropolitan Planning Organization (MPO) Citizens Advisory Committee Meetings
- MPO Transportation Technical Committee Meetings
- MPO Meetings

- Public Information Meetings
- Weekly on-site project meetings
- Elected and appointed officials
- Special interest groups (private groups, homeowners associations, environmental groups, minority groups and individuals)

The Design-Build Firm shall include attendance at five meetings per month for the term of the contract to support the public involvement program.

For any of the above type meetings the Design-Build Firm shall provide all technical assistance, data and information necessary for the PIC to produce display boards, printed material, video graphics, computerized graphics, etc., and information necessary for the day-to-day exchange of information with the public, all agencies and elected officials in order to keep them informed as to the progress and impacts that the proposed Project will create. This includes workshops, information meetings, and public hearings.

The Design-Build Firm shall, on an as-needed basis, attend the meetings with an appropriate number of personnel to assist the Authority's Project Representative/PIC. The Design-Build Firm shall forward all requests for group meetings to the PIC. The Design-Build Firm shall inform the PIC of any meetings with individuals that occur without prior notice.

**4. Public Workshops, Information Meetings:**

The Design-Build Firm shall provide all the support services listed in No. 3 above.

All legal/display ads announcing workshops, information meetings, and public meetings will be prepared and paid for by the PIC.

The Authority will be responsible for the legal/display advertisements for design concept acceptance. The Authority will be responsible for preparing and mailing (includes postage) for all letters announcing workshops and information meetings.

**5. Public Involvement Data:**

The Design-Build Firm is responsible for the following:

- Coordinating with the Public Involvement Consultant.
- Identifying possible permit and review agencies and providing names and contact information for these agencies to the PIC.
- Providing required expertise (staff members) to assist the PIC on an as-needed basis.
- Preparing color graphic renderings and/or computer generated graphics to depict the proposed improvements for coordination with the Authority, Department, local governments, and other agencies.
- Provide information to the Authority to keep the Authority website current.

The collection of public input occurs throughout the life of the Project and requires maintaining files, newspaper clippings, letters, and especially direct contacts before, during and after any of the public meetings. Articles such as those mentioned shall be provided to the PIC for their use and records.

In addition to collecting public input data, the Design-Build Firm may be asked by the PIC to prepare

responses to any public inquiries as a result of the public involvement process. The Authority shall review all responses prior to mailing.

**P. Quality Management Plan (QMP):**

**1. Design:**

The Design-Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for this Project. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted.

The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

**2. Construction:**

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications which describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials.

The sampling, testing and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) developed by the Design-Build Firm and submitted to the Authority for review and approval. The Design-Build Firm will allow Authority audits of materials used to assure compliance with the STRG. The Department has listed the most commonly used materials and details in the Department's database, which may be used by the Design-Build Firm. When materials being used are not in the Department's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing.

Prepare and submit to the Authority a Job Guide Schedule (JGS) in accordance with Section 105 of Standard Specifications.

The Authority shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the Department's Materials Acceptance Program.

**Q. Liaison Office:**

The Authority and the Design-Build Firm will designate a Liaison Office and a Project Manager who

shall be the representative of their respective organizations for the Project.

**R. Engineers Field Office:**

The Design-Build Firm will provide an Engineers Field Office in accordance with Special Provision 109. The office size provided shall include 2500 SF for CEI occupancy, and shall be one single office address located within 1500 feet of the project corridor. The office shall include an alarm system and the Design-Build Firm shall be responsible for monthly monitoring costs.

**S. Schedule of Values:**

The Design-Build Firm is responsible for submitting estimates requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values for each particular work area, as defined in the attachments. Final payment will be made upon final acceptance by the Authority of the Design-Build Project. Tracking SBE participation will be required. The Design-Build Firm must submit the schedule of values to the Authority for approval. No estimates requesting payment shall be submitted prior to Authority approval of the schedule of values.

Upon receipt of the estimate requesting payment, the Authority's Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

**T. Computer Automation:**

The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Various software and operating systems were developed to aid in assuring quality and conformance with Authority policies and procedures. The Authority supports MicroStation and GEOPAK as its standard graphics and roadway design platform as well as Autodesk's AutoCAD Civil 3D as an alternate platform. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are in the FDOT CADD Software Suite. Furnish As-Built documents for all building related components of the project in AutoCAD format. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

The Design-Build Firm will be required to furnish the Project's CADD files after the plans have been Released for Construction. The Design-Build Firm's role and responsibilities are defined in the Department's CADD Manual. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in Intergraph / Micro station format.

As part of the As-Built Set deliverables, field conditions shall be incorporated into MicroStation and/or AutoCAD design files. Use the cloud revision utility as well as an "AB" revision triangle to denote field conditions on plan sheets. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in Intergraph / MicroStation format.

**U. Construction Engineering and Inspection:**

The Authority is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

The Design-Build Firm is subject to the Department's Independent Assurance (IA) Procedures.

**V. Testing:**

The Authority or its representative will perform verification and resolution sampling and testing activities at both on site, as well as, off site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc. in accordance with the latest Specifications.

The Design-Build Firm shall perform all required testing and inspection, and shall prepare all required documentation, associated with the design and construction of the Project in accordance with the CPAM.

**W. Value Added:**

The Design-Build Firm may provide Value Added Project Features, in accordance with Article 5-14 of the Specifications for the following features:

- Roadway features
- Roadway drainage systems,
- Paint systems
- Lighting
- And any other products or features the Design-Build Firm desires.

The Design-Build Firm shall develop the Value Added criteria, measurable standards, and remedial work plans in the Design-Build Firm's Technical Proposal for features proposed by the Design-Build Firm.

**X. Adjoining Construction Projects:**

The Design-Build Firm shall be responsible for coordinating construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the Authority, or other regional and state agencies.

**Y. Issue Escalation:**

In the event issues arise during prosecution of the work, the resolution of those issues will be processed as described below unless revised by a project specific Partnering Agreement:

The escalation process begins with the Construction Project Manager (CEI). All issues are to be directed to the CEI. If the issue cannot be resolved by the CEI in coordination with the General Engineering Consultant representing THEA as applicable, the General Engineering Consultant representing THEA shall forward the issue to the DEO who will coordinate with the General Engineering Consultant representing THEA and CEI, as applicable. Each level shall have a maximum of five (5) calendar days (excluding weekends and Authority observed holidays) to answer, resolve, or address the issue. The Design-Build Firm shall provide all supporting documentation relative to the issue being escalated. The five (5) calendar day period (excluding weekends and Authority observed holidays) begins when each level in the issue escalation process has received all required supporting documentation necessary to arrive at an informed and complete decision. The five (5) calendar day period (excluding weekends and Authority observed holidays) is a response time and does not infer resolution. Questions asked by the Authority may be expressed verbally

and followed up in writing within one (1) calendar day (excluding weekends and Authority observed holidays). Responses provided by the Design-Build Firm may be expressed verbally and followed up in writing within one (1) working day. Once a response is received from the DEO, the CEI will respond to the Design-Build Firm in a timely manner but not to exceed three (3) calendar days (excluding weekends and Authority observed holidays).

The Design-Build Firm shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.

## **VI. Design and Construction Criteria.**

### **A. General:**

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures.

### **B. Vibration and Settlement Monitoring:**

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for Authority acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout the Construction Period. The Design-Build Firm is responsible for establishing maximum settlement and vibration thresholds equivalent to or lower than the Department Specification requirements for all construction activities, including vibratory compaction operations and excavations.

Submittals for Settlement and Vibration Monitoring Plan (SVMP) shall include the following as a minimum:

- Identify any existing structures in addition to those identified that will be monitored for vibrations during the construction period.
- Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.
- Identify any existing structures in addition to those identified that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.
- Identify any existing structures in addition to those identified that require pre-construction and post-construction surveys.

The Authority will perform the review of Vibration and Settlement submittals in accordance with Authority Specifications.

### **Construction Noise**

The Design-Build Firm shall use means and methods of construction that minimize noise throughout all phases of the Project. Location of mobile and stationary equipment such as, air compressors, generators, pumps, etc., shall be such as to minimize impact to businesses and residences in the vicinity of the Project. All equipment associated with the work must be equipped with noise suppression devices which must be maintained in their original operating condition considering normal wear. Manufacturer installed noise suppression devices such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor remain off the equipment while the equipment is in use. Additional noise suppression, beyond standard manufacturer feature, shall be used where necessary.

**C. Geotechnical Services:**

The authority has provided geotechnical exploration materials as a reference document in this RFP. No additional field exploration or testing shall be performed by any Design-Build Firm prior to the shortlist date.

**Driven Pile Foundations for Bridges and Major Structures – Not Applicable**

**Drilled Shaft Foundations for Miscellaneous Structures**

The Design-Build Firm shall be responsible for the following:

1. Performing the subsurface investigation in accordance with the Soils and Foundation Handbook.
2. Preparing and submitting a Drilled Shaft Installation Plan for the Authority's acceptance. Drilled shafts within six (6) shaft diameters of each other shall not be excavated concurrently. Excavation of a drilled shaft within six (6) shaft diameters of a recently poured shaft shall not commence until the concrete of the recently poured adjacent shaft has obtained final set as defined by ASTM C-403.
3. Constructing all drilled shafts to the required tip elevation in accordance with the specifications.
4. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
5. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity testing on any shaft suspected of containing defects.
6. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
7. Submitting Foundation Certification Packages in accordance with the specifications.
8. Providing safe access, and cooperating with the Authority in verification of the drilled shafts, both during construction and after submittal of the certification package.

**Spread Footings Foundations**

The Design-Build Firm shall be responsible for the following:

1. Evaluating geotechnical conditions and designing the spread footing.
2. Constructing the spread footing to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
3. Inspecting and documenting the spread footing construction.
4. Submitting Foundation Certification Packages in accordance with the specifications.

5. Providing safe access, and cooperating with the Authority in verification of the spread footing, both during construction and after submittal of the certification package.

### **Specialty Geotechnical Services Requirements**

Specialty geotechnical work is any alternative geotechnical work not covered by Department Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

- Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- A field testing and instrumentation program to verify design assumptions and performance,
- A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet , requirements,
- A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFD EOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the Authority's independent verification.
- A certification process

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for Authority's review. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFD EOR certifying that the specialty geotechnical work meets the requirements. The Authority may issue comments and require additional verification testing.

#### **D. Utility Coordination:**

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Build Firm's proposal. The Design-Build Firm shall notify the Authority in writing of any change in the identity of the Utility Coordination Manager. The Utility Coordination Manager shall have the following knowledge, skills, and abilities:

1. A minimum of 4 years of experience performing utility coordination in accordance with Department standards, policies, and procedures.
2. Knowledge of the Department plans production process and utility coordination practices,
3. Knowledge of Department agreements, standards, policies, and procedures.

The Design-Build Firm's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build firm's plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of

- all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the Authority for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Obtaining and maintaining all appropriate “*Sunshine State One Call of Florida*” tickets.
10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
11. Providing periodic Project updates to the Authority’s Project Manager as requested.
12. Coordination with the Authority on any issues that arise concerning reimbursement of utility work costs.
13. Complying with the electrical and communications requirements for toll facilities.

The Authority is only aware of ITS fiber lines owned by the Authority and by the City of Tampa as having facilities within the Project corridor for which Authority contemplates an adjustment, protection, or relocation is possible. The Design-Build Firm shall confirm all relocations with respect to their design. Should relocations be required, it is the responsibility of the Design-Build Firm to account for said relocations in their schedule and bid.

All utility conflicts shall be fully resolved by the Design-Build Firm directly with the applicable utility, at no cost or expense to the Authority, provided that no resolution shall impose any new or different obligations on the Authority or vary the terms of any permit or other authorization under which a utility occupies any part of the Authority Property.

Any relocation of a utility to a new location within Authority owned right-of-way shall be coordinated with the Authority to avoid creating conflicts with future Authority projects.

Any fire hydrants on or adjacent to the Project right-of-way shall be kept accessible at all times and no material or obstruction shall be placed within fifteen (15) feet of any such fire hydrant. Heavy equipment shall not be operated close enough to pipe headwalls or other structures to cause damage or displacement.

Any relocation agreements, plans, work schedules and permit application are to be forwarded to the Authority for review by the DEO and CEI. The CEI only reviews the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the DEO for the permit to be signed and recorded.

**E. Roadway Plans:  
General:**

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

The Design-Build Firm may elect to utilize the design depicted in the provided typical section as a starting point for the proposed design. The Design-Build Firm is not limited to the work identified in the typical section; however, the proposed design must comply with the Authority Commitments and the requirements of this RFP.

**Design Analysis:**

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the Authority.

Any deviation from the Authority's or Department's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. All such Design Variations and Design Exceptions must be approved. The Authority has identified the following design variations. This list is not meant to be all inclusive. The Design- Build Firm is required to identify and obtain design variations for all design criteria within the Project that does not meet the applicable and appropriate design criteria. The Design- Build Firm shall prepare and obtain all design variations required for their design.

- **Roadway Design:**

See FDM Part 3, Chapter 301 for Roadway Design sheets, elements and completion level required for each submittal.

1. **Typical Section Package:**

- Transmittal letter
- Location Map
- Roadway Typical Section(s)
  1. Pavement Description (Includes milling depth)
  2. Minimum lane, shoulder, median widths
  3. Slopes requirements
  4. Barriers
  5. Right-of-Way
- Data Sheet
- Design Speed

2. **Pavement Design Package:**

The design/build firm shall prepare a pavement design package in accordance with the FDOT Flexible Pavement Design Manual. The following requirements shall be met:

- Minimum design period: 20 years
- Minimum ESAL's: See FDOT AADT Traffic Data and Equivalent Single Axle Loading (ESAL) values Attachment.
- Minimum design reliability factors
  - Selmon Expressway: 95%
- Roadbed resilient modulus: See Resilient Modulus Recommendations Attachment

The Design Build Firm shall follow the flexible pavement designs as provided below:

### **Selmon Expressway**

- **Widening**
  - Optional Base Group 10
  - Structural Course Type SP (Traffic D) (2.00")
  - Structural Course Type SP (Traffic D) (PG 76-22) (2.00")
  - Friction Course FC-5 (Traffic D) (PG 76-22) (0.75")
- **Milling**
  - Mill Existing Asphalt Pavement (0.75" depth)
- **Resurfacing**
  - Friction Course FC-5 (Traffic D) (PG 76-22) (0.75")

All pavement designs will include 12" Type B Stabilization LBR 40.

In areas outside of the limits outlined above, where pavement markings have been removed for Maintenance of Traffic purposes, constant depth milling is required to remove scarred pavement. In those specific areas it is permissible to mill the existing friction course and resurface at the existing cross slope to replace the friction course.

Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.

### **3. Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Department's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the Authority's Environmental Management section and Drainage Design section will be required from the outset. Full documentation of all meetings and decisions are to be submitted to Authority. These activities and submittals should be coordinated through the Authority's Project Manager.

For the outside shoulder, limit the spread to the shoulder. There shall be no encroachment of the travel, turn or auxiliary lane. For the inside shoulder, limit the spread to six (6) feet.

The exact number of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) floodplain compensation sites, and Impaired Water Body and Outstanding Florida Waters designations will be the Design-Build Firm's responsibility. The Design-Build Firm shall obtain approval of the stormwater treatment/attenuation design. The area under the Selmon Expressway between S. MacDill Avenue and Bay to Bay Boulevard, along the north side of Bay to Bay Boulevard and the area along south and north sides of W. Morrison Avenue are not available for use by the DB Firm.

The objective is to obtain approved stormwater treatment/attenuation design.

The Design-Build Firm shall perform design and generate construction plans documenting the permitted systems function to criteria.

The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design life. Flood flow requirements will be determined in accordance with the Department's procedures. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design life, they must be replaced or supplemented in accordance with the drainage requirements of this RFP. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFP.

The Design-Build Firm shall maintain its work in such condition that adequate drainage will exist at all times. The construction of the Project shall not temporarily or permanently cause a material adverse effect to existing functioning storm sewers, gutters, ditches, and other run-off facilities.

The Design-Build Firm shall be responsible for obtaining SWFWMD permits for this project. SWFWMD has indicated that as a minimum, existing water quality volume lost by the proposed filling of the median ditch will have to be compensated for. The Design-Build Firm shall be responsible for permits that accurately depict the final design. Joint-use ponds or alternative SMFs can be considered; however, the Design-Build Firm is responsible for all associated coordination, costs, permitting fees and fines, as well as any permit time extensions. The Design-Build Firm shall design appropriate treatment and attenuation in accordance with SWFWMD and Department criteria for each existing outfall.

It shall not be acceptable to place guardrails or barrier walls for the sole purpose of circumventing clear zone criteria for drainage structures.

If pond liners are utilized, the Design-Build Firm shall determine an appropriate factor of safety for pond liners to prevent failures. The minimum factor of safety shall be 1.20.

The Design-Build Firm shall perform double ring infiltrometer tests (same number of tests as performed for design and permitting) for any dry pond 180 days prior to obtaining Final Acceptance. The double ring infiltrometer tests shall demonstrate infiltration rates equal to or better than the permitted rates. The bottom of any dry pond shall not be sodded.

Vertical pipes adjacent to MSE walls shall have a concrete thrust block at the base of the pipe and a resilient connector at the base of the inlet.

Placing storm drain pipes below retaining walls shall not be allowed when other options may be available. Where a storm drain pipe needs to cross under a retaining wall, the pipe shall cross perpendicular to the wall at depths meeting the applicable design criteria to minimize impacts of any anticipated wall settlement. The alignment of pipes under retaining walls shall be configured to minimize the length of pipe under the wall.

The use of inverted siphons shall not be allowed on this project.

The Design-Build Firm will consider optional culvert materials in accordance with the Department's Drainage Manual Criteria. The minimum RCP class shall be Class II. The minimum HDPE pipe class shall be Class II. The Design-Build Firm shall only use the optional pipe materials tabulated for a given structure.

The documentation supporting the chosen optional pipe material, including the Culvert Service Life Estimator Program Analysis, shall be submitted to the Authority with the 90% plan submittal. Pipe material type installed on the Project shall be indicated on the Summary of Drainage Structures Sheets. The Design-Build Firm shall only use 1 type of pipe material on pipe runs between drainage structures.

A2000 PVC (ASTM F 949) shall not be used in areas exposed to direct sunlight such as above ground, unshaded installations, endwalls, and mitered end sections. Additional requirements are as follows:

- PVC pipe shall be manufactured from PVC compound having no less than 1.0 part of Titanium Dioxide per 100 parts of PVC resin, by weight.
- PVC pipe shall be installed within 2 years from the date of manufacture.

Water tight joints shall be required for all pipes. In the event of a leak at a pipe joint, hydrostatic calculations shall be submitted by the Design-Build Firm to demonstrate that the joint(s) are water tight per FDOT Specifications. Field measurement of the ground water elevation shall be required at the location of the leak to perform the required calculations.

All precast storm sewer manholes and inlets shall have resilient connectors. The Design-Build Firm shall include the type of resilient connectors, any required pipe adaptors, and the pipe material for each structure in the drainage structure shop drawing submittals. Drainage structure shop drawings shall be reviewed and approved by the Drainage EOR. The Authority will not be responsible for approving the Drainage Structure Shop Drawings.

The Design-Build Firm shall provide a drainage design that incorporates galvanized grates and manhole covers. Manholes shall not be located within the vehicle wheel path in any travel lane.

The Design-Build Firm shall protect existing drainage structures during construction activities.

Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the Authority. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur fifteen (15) calendar days (excluding weekends and Authority observed holidays) prior to any submittals containing drainage components.

The Design-Build Firm shall provide the Authority a signed and sealed Drainage Design Report. It shall include all drainage computations, both hydrologic and hydraulic. The Engineer shall include all necessary supporting data. The Drainage Design Report shall include, at a minimum, the following items:

- Comprehensive narrative
- Existing conditions drainage pattern discussion and existing drainage map
- Proposed conditions drainage pattern discussion and proposed drainage map
- Outfall and boundary conditions
- Tailwater conditions and supporting documentation
- Design criteria
- Cross drain analysis
- Floodplain/floodway encroachment and compensation analysis
- Stormwater quality analysis, including volume recovery calculations
- Stormwater quantity analysis, including ICPR (or equivalent software) input and output

- A link-node diagram for the existing and proposed drainage conditions shall be provided for all hydraulic modeling. The diagram shall include, at a minimum, node names, link names, and overall drainage divides and areas.
- The drainage areas, Tc, CN, and other supporting data
- Control structure analysis, including skimmer and bleeder calculations
- Storm drain analysis (in approved format), including grate capacity for entire length of project.
- Ditch conveyance analysis
- Pavement drainage analysis (sheet flow, gutter flow, pavement spread, hydroplane, special gutter grades)
- Culvert service life analysis
- Structure and liner flotation analysis
- Temporary drainage during construction
- Supporting data for the above items
- Relevant correspondence

All calculations shall require the Authority's approval. The drainage documentation shall not solely reference any previously prepared design documentation or existing permit information as support for the Design-Build Firm's Project design. All pertinent information prepared by others shall be verified by the Design-Build Firm before being incorporated into the corresponding sections of the Project design documentation. An attachment of entire previously prepared documents will not be accepted.

The drainage documentation shall include a discussion which clearly states how the Project design is consistent with the existing or previously permitted condition. Where the Project design is not consistent with the existing or previously permitted condition, the documentation shall clearly describe the location of the change, the nature of the change and the permitting activities required to address the change. Existing and proposed basin maps shall be provided at the beginning of the supporting documentation for each SMF design, showing the boundaries with areas of the permitted conditions for all basins. The maps shall include an aerial background, basin divides, basin areas, permitted SMFs identified with control elevation, DHW, permit number, and outfall location. Drainage Plans shall include, at a minimum, the following items:

- Drainage Map and Regional Drainage Map
- Box Culvert Data Sheet
- Summary of Drainage Structures
- Optional Pipe Materials Sheet
- Roadway Plan/Profile Sheets (include all drainage structures)
- Drainage Structure Sections
- SMF and FPC Sheets (Plan, Typical Section, Control Detail)
- Lateral Ditch Plan/Profile
- Lateral Ditch Cross Sections
- Drainage Detail Sheets

#### **F. Geometric Design:**

The Design-Build Firm shall prepare the geometric design for the Project using the Standard Plans and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or Department standards. At a minimum, the criteria in the Department's Florida Design Manual shall be applied for the design of the roads in this Project.

The Design-Build Firm shall not reduce the minimum number of lanes, minimum storage lengths, access points and access control for all roadways, auxiliary lanes, acceleration and deceleration lanes, and ramps.

All areas of the Project that are not shown in the RFC plans to be altered in elevation shall remain unaltered or be brought back to their original elevations/levels by the Design-Build Firm.

**G. Design Documentation, Calculations, and Computations:**

The Design-Build Firm shall submit to the Authority design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the Authority. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the As-Built Plans and CADD files.

The design documentation, notes, calculations and computations shall include, but not be limited to the following data:

1. Standard Plans and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

**H. Structure Plans:**

1. **Bridge Design Analysis: Not Applicable**
2. **Criteria**

The Design-Build Firm shall incorporate the following into the design of this facility:

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. Critical Temporary Retaining Walls: Whenever the construction of a component requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet

pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.

- c. Lightweight concrete shall not be permitted for structural applications.
- 3. **Aesthetic Criteria:**

All surfaces of overhead sign structures shall be galvanized per the Standard Plans.

#### **I. Specifications:**

Department Specifications may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Department Specifications, and shall not be used as a means of changing Department Specifications.

The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Division II and III Special Provisions and Supplemental Specifications from the Specifications Workbook in effect at the time the Bid Price Proposals were due in the Authority Office all Division II and III specifications provided as Attachments to this RFP, and any signed and sealed Technical Special Provisions. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package shall be prepared, signed and sealed by the Design-Build Firms Engineer of Record who has successfully completed the mandatory Specifications Package Preparations Training.

Upon review and approval by the Authority, the Construction Specifications Package will be stamped "Released for Construction" and initialed and dated by the Authority.

#### **J. Shop Drawings:**

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the Departments Florida Design Manual. Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review. When required to be submitted to the Authority, Shop Drawings shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. The Authority shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Authority's procedural review of Shop Drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Authority's review is not meant to be a complete and detailed review. Upon review of the Shop Drawing, the Authority will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

#### **K. Sequence of Construction:**

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
5. Coordinate with adjacent construction Projects and maintaining agencies.

**L. Stormwater Pollution Prevention Plans (SWPPP):**

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the Department's Project Development and Environment Manual and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) shall be submitted for Authority review and approval. Authority approval must be obtained prior to beginning construction activities.

**M. Temporary Traffic Control Plan:**

**1. Traffic Control Analysis:**

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Temporary Traffic Control Plan shall be prepared by a certified designer who has completed the Department's Advanced Maintenance of Traffic training course, and in accordance with the Department's Standard Plans and the Florida Design Manual. Any Traffic Control Plan developed by the Design-Build Firm that deviates from the Department Standard Plans must be signed and sealed by a Florida licensed professional engineer.

Transportation Management Plans (TMPs) are required for significant Projects which are defined as:

1. A Project that, alone or in combination with other concurrent Projects nearby, is anticipated to cause sustained work zone impacts.

2. All Interstate system Projects within the boundaries of a designated Transportation Management Area (TMA) that occupy a location for more than three days with either intermittent or continuous lane closures shall be considered as significant Projects.

A TMP will consist of three components:

- (1) Temporary Traffic Control (TTC) plan component;
- (2) Transportation Operations (TO) component; and
- (3) Public Information (PI) component

Additional information can be found in 321the FDM Part 3, Chapter 321.

Due to the projects' vicinity and the limited access nature of the Selmon Expressway, this project meets the criteria of a Significant Project. As such, a Transportation Management Plan (TMP) is required and shall be developed by the Design-Build Firm.

The Temporary Traffic Control Plan shall be constructed in the minimal phases as possible.

Local events and the Project's impact on these events (lane closures) shall be considered in the development of the Temporary Traffic Control Plan. These events are listed in Section V, K of this RFP document.

Existing number of travel lanes shall be maintained along d the Selmon Expressway at all times, except as specified during the lane closures identified below. One travel lane in each direction must be maintained at least a 12' width at all times along the Selmon Expressway.

The Design-Build Firm shall follow the City's approved truck route, provided as an Attachment.

Modifications to local streets and traffic patterns will need to be clearly identified in the Traffic Control Plan. Modifications to traffic patterns to local streets will need to be approved by the local maintaining agency and will be the responsibility of the Design-Build Firm to obtain such approvals.

The regulatory speed of 55 mph along Selmon Expressway will be uniformly maintained within the limits of the work zone for each area. Regulatory speed on ramps may be lowered by 10 mph from the existing posted speed, but at no time shall be less than 25 mph.

## **2. Temporary Traffic Control Plans:**

The Design-Build Firm shall utilize the Department's Standard Plans where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following:

- (1) typical/ cross section sheet(s)
- (2) profiles
- (3) drainage structures
- (4) temporary roadway lighting
- (5) retaining wall details
- (6) sheet piling details
- (7) general notes and construction sequence sheet(s)
- (8) typical detail sheet(s)

- (9) traffic control plan sheet(s)
- (10) curve data for all temporary alignments and
- (11) detour diagrams

Portable Changeable Message Signs (PCMS) shall be placed within five hundred (500) feet of the Project Limits. These signs serve as advanced construction notice and shall be in place two (2) weeks prior to the start of construction activities. At the completion of the two (2) week advanced construction notice period the signs shall be removed. The message should notify motorists that roadway construction is commencing and display the begin month and date. Portable Changeable Message Signs shall be in place seven (7) days in advance of any lane or ramp closure, and in advance of any new traffic patterns. The display shall alternate with messages stating the exit name to be closed and the date and time of closure.

The Design-Build Firm shall prepare additional plan sheets such as detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

The Design-Build Firm shall maintain existing pedestrian access on all sidewalks, transit facilities, and at all intersections. Pedestrian sidewalks and paths shall be maintained and continue to conform to ADA requirements. When the Design-Build Firm allows work areas to encroach upon a sidewalk or crosswalk area, and a minimum clear width of 4' cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided.

### **3. Traffic Control Restrictions:**

A lane may only be closed during active work periods, and during the times noted below. All lane closures, including ramp closures, must be reported to the Authority's Project Manager and Communications Director a minimum of 14 calendar days prior to each closure. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

There will be NO LANE CLOSURES allowed between the hours of **5:00 AM** to **9:00 AM** and from **3:00 PM** to **7:00 PM**. A lane may only be closed during active work periods. Detours are not allowed.

In addition to the limitations on lane closures, detours, and non-working days in Section V., K., the Authority may direct up to 10 days when no lane closures will be permitted. The contractor will be provided no less than 24-hour notice of these events and shall be at no additional cost or time to the Authority.

An approved "Lane Shift" or a "Diversion" that has no reduction in traffic lanes is not considered a "Lane Closure" or a "Detour". Traffic pacing operations shall comply with the same time restrictions required for Lane Closures and Detours.

Any lane closures or detours in excess of the times listed in the lane closure restrictions will be subject to Damage Recovery, which will be assessed as noted in the Design-Build Division 1 Specifications. Fees for lane closures will apply to each location of lane closure separately, with a capped fee per location, per direction, and per day. Fees for detours will apply to each location of detour separately, with a capped fee per location per day.

### **N. Environmental Services/Permits/Mitigation:**

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that

are permissible. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, the Authority is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

As the permittee, the Authority is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

The following Project specific Environmental Services/Permits have been identified as specific requirements for this project:

1. Wildlife and Habitat
2. Contaminated Materials

#### 1. Wildlife and Habitat

##### *Protected Plants*

On March 13, 2018, a field review was conducted for the presence of protected species and habitat. The project right-of-way consisted of areas of steep side slopes near bridge approaches that contained various tree species including laurel oak (*Quercus laurifolia*), live oak (*Quercus virginiana*), and cabbage palm (sabal palmetto), as well as nuisance and exotic Brazilian pepper (*Schinus terebinthifolius*). No protected species or potential habitat was observed within the limits of the proposed project boundaries. Given the urban character of the project area and lack of undisturbed natural habitats, potential for protected plant species to be present is low.

##### *Protected Wildlife*

The overall project area falls within the USFWS Consultation Area for Hillsborough County which includes several Federally Endangered (FE), Federally Threatened (FT), and State Threatened (ST) species that have the potential to occur within the project area including the Florida scrub jay (*Aphelocoma coerulescens*, FT), piping plover (*Charadrius melodus*, FT), red-cockaded woodpecker (*Picoides borealis*, FE), wood stork (*Mycteria americana*, FT), Florida golden aster (*Chrysopsis floridana*, FE), Eastern indigo snake (*Drymarchon corais couperi*, FT), and gopher tortoise (*Gopherus Polyphemus*, ST). The project limits fall within the Core Foraging Area (CFA) for the wood stork and as well as the occasional range for the Florida black bear (*Ursus americanus floridanus*).

On March 13, 2018, a field review was conducted for the presence of protected species and habitat. No protected species or potential habitat for the above referenced species was observed within the limits of the proposed project boundaries. While no protected species were documented within the limits of the project, there is a bald eagles nest located approximately 1300 feet south of the begin project. No construction or staging of equipment can occur within 330 feet of an active nest and construction or staging of equipment within 660 feet of the active nest during nesting season (October 1st -May 15th) requires the use of a wildlife biologist to monitor the nest.

#### 2. Contaminated Materials

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that avoid potential contamination impacts and that are permissible. In the event that previously unknown

contaminated areas are identified that could potentially impact the project, the Design-Build Firm shall contact the Authority immediately.

The Authority will require the Design-Build Firm to dispose of all oil, chemicals, fuel, etc. utilized to construct the Project and/or execute Project work in an acceptable manner according to local, state, and federal regulation and forbid dumping of contaminants on the ground, canals, or other water bodies. The Design-Build Firm shall indemnify the Authority and the Department against any and all claims arising from improper handling of contaminated materials. The Design-Build Firm shall also be solely and totally responsible at its own cost for completely cleaning up any contamination caused by its own activities. This includes, but is not limited to, spillage/leakage of contaminants from equipment and/or portable tanks used in constructing the Project.

**O. Signing and Pavement Marking Plans:**

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria. All overhead signs shall conform to FDM and MUTCD criteria for sign lighting.

All signs shall be placed such that the sign will not be obscured partially or as a whole by any other element including: bridge abutments, column structures, landscaping, support structure upright of any sign, signal, lighting or ITS element. All signs shall meet the minimum visibility distance requirements.

The Design-Build Firm shall use white/black contrast markings for temporary skip, turn arrow pavement markings, and all edge line markings on concrete surfaces. Permanent tape including white stripes with black outline will be utilized for all pavement markings on concrete pavement and bridges.

The signing and pavement marking plans shall include overhead sign cross section sheets (excluding bridge mounted signs) clearly showing proposed/existing foundations (excluding bridge mounted signs), sign structure, sign panel/s, panel locations, finished roadway and ground surface with resulting vertical clearance, any overhead and underground utilities if applicable, lighting and ITS facilities, and any other roadway features such as barrier walls, guardrails and ditches.

All above ground hazards (i.e. sign structures, overhead structures, signal and light poles) shall be placed at the required clear zones as applicable by the design standards. It will not be acceptable to place guard rails or barrier walls for the sole purpose of protecting those elements placed in the clear zones.

The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the Authority. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the Authority.

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

**P. Lighting Plans:**

The Design-Build Firm shall provide a lighting design and a lighting analysis, and prepare lighting plans

in accordance with Department criteria, including all necessary photometric analysis, associated reports and maintaining agency agreements.

All new lighting assemblies within Project limits shall be lit with LED fixtures. LED fixtures proposed for use on this project shall be approved for use on conventional lighting projects as identified on the Department's Approved Product List (APL). High mast lighting and fixtures approved for use only on high mast lighting projects as identified on the Department's APL shall not be allowed. Pole height shall be limited to a maximum of 45 feet.

It is the Authority's intent that new lighting be constructed in the median with poles on/within the new median barrier wall. Shielding of fixtures to minimize impacts to residential areas shall be considered.

The Design-Build Firm shall ensure that there are no gaps in roadway lighting within the Project or in transition areas at the begin and end Project limits of each roadway from proposed to existing roadway lighting.

The Design-Build Firm shall develop and submit for approval, a Load Center/Circuit/Pole Number identification plan that is compatible with the adjacent lighting systems maintenance identification scheme.

Where existing roadway lighting circuit sources (services, load centers, etc.) are being removed, the Design-Build Firm shall either:

1. Provide a new load center per current codes and all applicable criteria.
2. Identify an existing load center capable of feeding the proposed lighting while meeting all current codes and all applicable criteria.

All modified load centers shall comply with all applicable criteria and be approved by the Authority.

Existing light poles, luminaire arms, luminaires, and load centers identified for removal shall be coordinated with the Authority as to whether these features will become the property of Design-Build Firm or salvaged, transported, and delivered to the Authority for future use.

Where new electrical services are required, the Design-Build Firm shall coordinate final locations of distribution transformer and service pole to minimize service and branch circuit conductors and conduit lengths. Load centers shall be separated by jurisdictional responsibility/maintenance. Each service point shall be separately metered. Each light pole and its corresponding load center shall be located within the jurisdictional boundary of the agency that is to maintain it.

The Design Build Firm is responsible for submitting voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each segment in the circuit, the conductor size, the conductor ohm resistance values, and the source of these values. The voltage drop incurred on each service feeder from the service source (power company transformer) to the load center and the voltage drop of each circuit from the load center to furthest load (luminary) shall be calculated. The maximum allowable voltage drop shall be calculated from the service source to the furthest luminary on each circuit. All work necessary to calculate the voltage drop values for each circuit.

The Design-Build Firm shall perform detailed field reviews. Review and document all lighting (poles/luminaires, sign luminaires, etc.), circuiting, load centers, service points, utility transformers, etc., within the scope of work. This review includes: conductors, conduit, grounding, enclosures, voltages, mounting heights, pullboxes, etc. This review also includes circuits outside the scope of work that originate

or touch this Project's scope of work.

All deficiencies within the Project scope shall be identified and corrected. Any deficiencies outside the Project scope shall be brought to the attention of the Authority.

The location of proposed light poles and load centers shall be coordinated with the design of all walls, bridges, signs, utilities as necessary. Load center panels shall be readily accessible by maintenance vehicles and inspections crews. The Design-Build Firm shall analyze the impact to surrounding environment and impacts to residential areas and shall show that the lighting design includes measures to minimize those adverse impacts.

After the field reviews are completed, all damaged and/or non-functioning equipment shall be documented and forwarded to the Authority prior to the start of construction. All damaged and/or non-functioning equipment within the scope of work are required to be replaced or repaired to meet all applicable criteria and shall be in like-new condition.

Where new electrical services are required, the Design-Build Firm shall coordinate final locations of distribution transformer and service pole to minimize service and branch circuit conductors and conduit lengths. Each service point shall be separately metered.

The Design-Build Firm shall comply with the requirements of each jurisdictional authority within the Project limits. Compliance with the jurisdictional authority includes but is not limited to: field reviews, technical meetings, special deliverable, etc. It is the Design-build Firm's responsibility to verify and comply with all jurisdictional authority's requirements.

**Q. Signalization: Not Applicable**

**R. Intelligent Transportation System:**

**1. General**

The Design-Build Firm shall identify existing Intelligent Transportation System (ITS) facilities. ITS facilities shall remain functional and be protected in place. The existing ITS components and system located within the project limits shall not be disturbed or impacted. The Design-Build Firm shall conduct field surveys and provide a complete inventory with locations of all existing ITS components and infrastructures within the project limits within 60 calendar days of NTP.

There is one (1) existing DMS sign within the project limits. These assemblies should not be impacted by the final structure. If the Design-Build Firm impacts a DMS sign or its corresponding infrastructure (conduit, pull boxes, etc.) with their final design, it will need to be relocated or replaced at no cost to the Authority or the Owner of the impacted assembly.

The Design-Build Firm shall prepare and submit an ITS Repair Plan. The ITS Repair Plan shall outline the procedures, resources and points of contact for a step-by-step guideline in the event the Design-Build Firm damages any ITS infrastructure within or adjacent to the project limits.

**S. Landscape & Irrigation Plans: Not Applicable**

**T. Tolling Requirement: Not Applicable**

## **VII. Technical Proposal Requirements:**

### **A. General:**

Each short-listed Design-Build Firm being considered for this Project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable the Authority to evaluate the capability of the Design-Build Firm to provide the desired services. The data shall be significant to the Project and shall be innovative, when appropriate, and practical.

### **B. Submittal Requirements:**

The Technical Proposal shall be bound with the information, paper size and page limitation requirements as listed herein.

A copy of the written Technical Proposal must also be submitted in PDF format including bookmarks for each section on a Flash Drive. Bookmarks which provide links to content within the Technical Proposal are allowed. Bookmarks which provide links to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type.

Only upon request by the Authority, provide calculations, studies and/or research to support features identified in the Technical Proposal. This only applies during the Technical Proposal Evaluation phase.

Submit 1 Original, seven (7) Flash Drives containing the Technical Proposal in PDF format and seven (7) collated, complete sets of hard copies, including roll plots, of the Technical Proposal to:

Tampa- Hillsborough Expressway Authority  
1104 East Twiggs Street Suite 300  
Tampa, FL 33602  
Attn: Man Le, Contracts and Procurement Manager

The minimum information to be included:

#### Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be ten (10), single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. 11"x17" sheets are prohibited.
- The cover page, Table of Contents and any tabs will not count towards the 10-page page limitation. However, the cover sheet and tab pages should not contain any narrative/text information and will not be reviewed or considered in the evaluation scoring.
- Describe how the proposed design solutions and construction means and methods meet the project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and understanding of the project and to provide confidence the design and construction can be completed as proposed.

- Provide the term, measurable standards, and remedial work plan for any proposed Value Added features that are not Value Added features included in this RFP, or for extending the Value Added period of a feature that is included in this RFP. Describe any material requirements that are exceeded.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrate the duration of each phase and how each phase will be scheduled to meet the Project needs. Bar or Gantt charts showing major critical path schedule activities supporting the proposed contract duration shall be included.

Section 2: Plans and Technical Special Provisions

- Plan and Profile views of the proposed improvements may be submitted in roll-plot format. The maximum width of the roll-plots shall be 36 inches. The maximum length of the roll-plot shall be four feet. Inclusion of additional information on the roll-plot, other than depictions of the Plan and Profile views, is allowed provided it clarifies the plan and profile views. However, the Authority may determine that such additional information other than depictions of the Plan and Profile views is excessive and may require the Design-Build Firm to revise and resubmit the roll-plots. If this occurs, the Design-Build Firm will have 2 business days to revise and resubmit the roll-plots upon notification by the Authority. All other information not included on the roll plots, such as typical sections, special emphasis details, structure plans, etc., shall be provided on 11"x17" sheets. Plan and profile views may be submitted in 11"x17" format in addition to the roll plot format.
- Plan and Profile views of the proposed Temporary Traffic Control Plans may be submitted in roll-plot format. Plan and profile views may be submitted in 11"x17" format in addition to the roll plot format.
- The Plans shall complement the Project Approach.
- Provide any Technical Special Provisions (TSP) which apply to the proposed work. TSPs shall be submitted in electronic format only (word and PDF format).

**C. Evaluation Criteria:**

The Authority shall evaluate the written Technical Proposal by each Design-Build Firm. The Design-Build Firm should not discuss or reveal elements of the price proposal in the written proposals. A technical score for each Design-Build Firm will be based on the following criteria:

<b>Item</b>	<b>Value</b>
1. ELOI score (carried over from Phase I)	20
2. Design	10
3. Construction	10
4. Maintenance of Traffic	15
5. Schedule	15
6. Price	30
<b>Maximum Score</b>	<b>100</b>

The following is a description of each of the above referenced items:

1. **ELOI Score (Phase I) (20 points)**

The total score from Phase I and Phase II will be added to determine the Design-Build Firm's Total Technical Score

2. **Design (10 points)**

Credit will be given for the quality and suitability of the following elements:

- Roadway design / and safety
- Drainage design / Environmental Permitting
- Signing and Pavement Markings design
- Lighting design
- Maintainability
- Utility Coordination and Design
- Design considerations which improve recycling and reuse opportunities

Credit will be given for design and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility involvement.

Credit will be given for development of design approaches which minimize periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, access to project's lighting system, and impacts to long term maintenance costs.

Credit will be given for introducing and implementing innovative design approaches.

3. **Construction (10 points)**

Credit will be given for the quality and suitability of the following elements:

- Safety
- Roadway construction
- Drainage construction
- Minimizing impacts through construction to:
  - Environment
  - Public (i.e. noise reduction, temporary lighting and night construction adjacent to residential areas)
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Utility Coordination and Construction

Credit will be given for developing and deploying construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and worker safety.

Credit will be given for minimizing night time work.

Credit will be given for insuring all environmental requirements are honored.

Credit will be given for construction and utility coordination efforts that minimize the potential for adverse impacts and project delays due to utility conflicts.

Credit will be given for introducing and implementing innovative construction techniques.

Credit will be given for the following Value Added features:

- Broadening the extent of the Value Added features of this RFP while maintaining existing threshold requirements
- Exceeding minimum material requirements to enhance durability of project components
- Providing additional Value Added project features proposed by the Design-Build Firm

The following Value Added features have been identified by the Authority as being applicable to this project. The Design-Build Firm may propose to broaden the extent of these Value Added features.

Value Added Feature	Minimum Value Added Period
Value Added Asphalt	3 years

**4. Maintenance of Traffic (15 points)**

Credit will be given for the following Maintenance of Traffic features:

Credit will be given for a MOT scheme that minimizes disruption of roadway traffic. This shall include, but not be limited to:

- Minimization of lane closures, off site detours, lane width reductions, visual obstructions, and reductions in speed limits.
- Implementation of the Maintenance of Traffic Plan that minimizes the number of traffic shifts and disruption of traffic throughout the contract duration.
- Implementation of the Incident Management Plan

**5. Schedule (15 points)**

- Credit will be given for a written schedule narrative that provides a logical progression thru design and construction. Narrative shall provide backup of productivity rates, durations and constructability.
- Bar/Gantt chart supporting the proposed contract duration.
- Proposed contract time is aggressive and realistic.
- Work-at-Risk shall not be utilized in developing the schedule.

**6. Price (30 points)**

Authority will determine the Proposer's Price Proposal score for the Project using the following formula:

$$\frac{X}{Y} \text{ multiplied by } 30 = A$$

Where:

X = the lowest Scored Price as proposed by any responsive Proposer

Y = the Scored Price proposed by Proposer  
A = Proposer's Price Proposal score, to three decimal places

**D. Final Selection Process:**

After the sealed bids are received, the Authority will announce the Technical Scores and opening of sealed Bid Price Proposals at the Authority's Board meeting. This meeting will be recorded. At this meeting, the Authority will announce the score for each member of the Technical Review Committee, by category, for each Proposer and each Proposer's Technical Score. Following announcement of the Technical Scores, the sealed Bid Price Proposals will be opened and the adjusted scores calculated. The Selection Committee should meet a minimum of two (2) calendar days (excluding weekends and Authority observed holidays) after the public opening of the Technical Scores and Bid Price Proposals. The Authority's Selection Committee will review the evaluation of the Technical Review Committee and the Bid Price Proposal of each Proposer as to the apparent highest adjusted score and make a final determination of the highest adjusted score. The Selection Committee has the right to correct any errors in the evaluation and selection process that may have been made. The Authority is not obligated to award the contract and the Selection Committee may decide to reject all proposals. If the Selection Committee decides not to reject all proposals, the contract will be awarded to the Proposer determined by the Selection Committee to have the highest adjusted score.

**E. Stipend Awards:**

The Authority has elected to pay a stipend to the non-selected shortlisted Design-Build Firms to offset some of the costs of preparing the Proposals. The Design-Build Firm who is ultimately awarded the Contract is not eligible for a stipend.

The non-selected shortlisted Design-Build Firms meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Authority or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be \$46,166 per non-selected shortlisted Design-Build Firm that meets the stipend eligibility requirements contained in the Project Advertisement. The stipend is not intended to compensate any non-selected shortlisted Design-Build Firm for the total cost of preparing the Technical and Price Proposals. The Authority reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Authority deems appropriate, and the proposer by submitting a Technical Proposal, agrees that the Authority may use any concepts or ideas contained in the proposal.

In order for a Design-Build Firm to remain eligible for a stipend, the Design-Build Firm must fully execute with original signatures and have delivered to the Authority within one (1) week after the Short-List protest period, four (4) originals of the Design-Build Stipend Agreement. The Design-Build Firm shall reproduce the necessary copies. Terms of said agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Design-Build Firm.

A non-selected Design-Build Firm eligible for stipend compensation must submit an invoice for a lump sum payment of services after the selection/award process is complete. The invoice should include a statement similar to the following: "All work necessary to prepare Technical Proposal and Price Proposals in response to the Authority's RFP for the subject Project".

## **VIII. Bid Proposal Requirements.**

### **A. Bid Price Proposal:**

Bid Price Proposals shall be submitted on the Bid Blank form attached hereto and shall include one total overall lump sum price for the Project and the number of calendar days within which the Proposer will complete the Project.

The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firms quality plan, construction of the Project, and all other work necessary to fully and timely complete that segment of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that segment of the Project will be full, complete, and final compensation for the work required to complete that segment of the Project. The Design-Build Firms submitted bid price shall not be reconsidered or altered based on the Public's final aesthetics selection. Additionally, the Bid Price Proposal shall include a schedule of values identifying the Design-Build Firms anticipated monthly payment schedule from Anticipated Award Date through Final Completion Date for All Work for the lump sum price. One (1) hard copy Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

Tampa- Hillsborough Expressway Authority  
1104 East Twiggs Street Suite 300  
Tampa, FL 33602  
Attn: Man Le, Contracts and Procurement Manager

The package shall indicate clearly that it is the Bid Price Proposal and shall identify clearly the Proposer's name, contract number, project number, and Project description. The Bid Price Proposal shall be secured and unopened until the date specified for opening of Bid Price Proposals.