

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Letter of Clarification No. 7

FOR

Request for Proposals

**East Selmon Slip Ramps
Design-Build**

RFP O-02520

Letter of Clarification No. 7 ~ RFP No. O-02520
Date of Letter of Clarification: April 15, 2021

To all prospective respondents:

The following clarification is issued on the solicitation reference above:

Your attention is directed to the following excerpts that clarify how THEA's CAR contractors will handle any unknown contamination encountered during construction of this project:

RFP, Section VI.O.1:

1. Contaminated Materials

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible and avoid potential contamination impacts. **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.

Unless specifically identified otherwise, the design and construction of any alternate design approach identified within this RFP is not a requirement of this RFP. The Design-Build Firm is not responsible for any permitting or commenting agency coordination or other impacts to the permit processes that would be associated with any alternate design approach, unless the Design-Build Firm chooses to include the alternate design approach in its Proposal.

A_002_Division I Design-Build Specifications:

8-4.9 Contaminated Materials: When the construction operations encounter or expose any abnormal condition that may indicate the presence of a contaminated material, discontinue such operations in the vicinity of the abnormal condition and notify the Engineer immediately. Be alert for the presence of tanks or barrels; discolored or stained earth, metal, wood, ground water; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions that appear abnormal as possible indicators of the presence of contaminated materials. Treat these conditions with extraordinary caution.

Make every effort to minimize the spread of any contaminated materials into uncontaminated areas.

Do not resume the construction operations in the vicinity of the abnormal conditions until so directed by the Engineer.

Dispose of the contaminated material in accordance with the requirements and regulations of any Local, State, or Federal agency having jurisdiction. **Where the Contractor performs unforeseen work necessary to dispose of contaminated material, the Authority will pay for this work as provided in 4-4.**

The Authority agrees to hold harmless and indemnify the Contractor for damages when the Contractor discovers or encounters contaminated materials or pollutants during the performance of services for the Authority when the presence of such materials or pollutants were unknown or not reasonably discoverable. Such indemnification agreement is only effective if the Contractor immediately stops work and notifies the Authority of the contaminated material or pollutant problem.

Such indemnification agreement is not valid for damages resulting from the Contractor's willful, wanton, or intentional conduct or the operations of Contaminated and Hazardous Material Contractors.

Pursuant to the above statements, any unknown or not reasonably discoverable contaminants will be addressed upon notification to the Authority. Disposition of said contaminants will be addressed through the Authority's Contamination Assessment and Remediation (CAR) Contractor, or via the Design-Build contract, depending upon the circumstances of each incident.

Respondents MUST acknowledge receipt of this Addendum/Letter of Clarification.

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

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