



*Tampa-Hillsborough County Expressway Authority*

**LOW BID  
DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
Lee Roy Selmon Greenway  
Enhancements  
from Florida Avenue to west of South  
Jefferson Street  
Hillsborough County**

**THEA Project Number(s): O-01621**

**December 01, 2021**

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## ATTACHMENTS

**All ATTACHMENTS are posted on Demandstar & THEA's website:**

<https://www.tampa-xway.com/procurement/#>

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

- 01 – Project Advertisement
- 02 – THEA-FDOT Division I Design-Build Specifications-06-21-2021
  - 02.01 – Design-Build Boilerplate
  - 02.02 – Award and Execution of Contract (SP0030200)
  - 02.03 – Public Records (SP0030900THEA-120)
  - 02.04 – Permits and Licenses (No free passes will be issued to the Contractor for use on the Toll Facility) (SP0070201THEA-120)
  - 02.05 – Equal Employment Opportunity Requirements (SP0072700)
  - 02.06 – Preference to State Residents (SP0072800)
  - 02.07 – Legal Requirements and Responsibility to the Public - E-Verify (SP0072900)
  - 02.08 – Legal Requirements and Responsibility to the Public - Scrutinized Companies (SP0073000)
  - 02.09 – Contaminated Material – Mercury-Containing Devices and Lamps (SP0080409)
- 03 – FDOT Divisions II and III Special Provisions identified by the Authority to be used on the Project:
  - 03.01 – Mobilization (SP1010000DB)
  - 03.02 – Contractor Quality Control General Requirements (SP1050813DB)
  - 03.03 – Structures Foundations (SP4550000DB)
- 04 – City of Tampa Truck Route Map
- 05 – Letters of Clarification
- 06 – THEA Forms
  - 06.01 – SBE Policy
  - 06.02 – Acknowledgment of Receipt of Addendum
  - 06.03 – Certification Regarding Scrutinized Companies List
  - 06.04 – Bid Proposal Form
  - 06.05 – FDOT Low Bid Design-Build Technical Proposal Form # 700-010-21
  - 06.06 – Public Entity Crimes
  - 06.07 – Drug Free Workplace
  - 06.08 – Bid Bond Form
  - 06.09 – Anticipated SBE Participation
  - 06.10 – Insurance Requirements Coverages and Limits (12-12-2020)
  - 06.11 – Conflict of Interest Statement

## REFERENCE DOCUMENTS

**All DOCUMENTS are posted on THEA's website:** <https://www.tampa-xway.com/procurement/#>

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.

- 01 – Existing Plans
  - 01.01 – THEA-SelmonGreenwayPlans\_Final\_As-builts\_ConformedSet\_2015-05May-05.pdf
  - 01.02 – Selmon\_Greenway\_CADD\_As-Builts.zip
  - 01.03 – Selmon\_Greenway\_TECO\_Lighting\_As-builts\_Binder.pdf
  - 01.04 – Parking Lot Plans with Revisions 6-27-13 - Certified.pdf
  - 01.05 – Parking\_Lot\_CADD\_Microstation Files.zip
- 02 – Concept Plans
  - 02.01 – Concept\_Plans\_THEA Greenway\_S&S 092021.pdf
  - 02.02 – Concept\_Plans\_CADD\_Files.zip
  - 02.03 – Concept\_Plans\_Technical\_Special\_Provisions.pdf
  - 02.04 – Selmon Greenway Master Plan Update July 2019v2-compressed.pdf
- 03 – Concept Plans Renderings
  - 03.01 – Phase\_1\_& Phase\_2\_Limits.pdf
  - 03.02 – Phase\_1\_ConceptPlansRenderings.pdf
  - 03.03 – Phase\_2\_Concept\_Plans\_Renderings.pdf
  - 03.04 - 10-8-21\_Pre-Bid Presentation.pdf (Pending)

### I. Introduction:

The Tampa-Hillsborough County Expressway Authority (Authority) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals for Design-Build delivery of Lee Roy Selmon Greenway Enhancements from Florida Avenue to west of South Jefferson Street. The project is further divided into two phases. Phase 1 being from Florida Avenue to Morgan St. and Phase 2 being from Morgan St. to approximately 150 feet west of South Jefferson Street. (See Reference Document 03.01 – Phase\_1\_& Phase\_2\_Limits.pdf.) The scope of work includes all investigations, design, permitting, coordination, final approved construction documents and construction activities necessary to complete the project as detailed below.

The Selmon Greenway is an existing active use, shared use path facility approximately 1.7 miles in length providing a connector for pedestrians and bike traffic to Downtown Tampa locations and activities. The Selmon Greenway extends from the Hillsborough River at the Riverwalk to just east of 19<sup>th</sup> Street within a larger, city-wide trails network that includes the Riverwalk, Bayshore Boulevard Linear Park Trail, and the McKay Bay Trail.

The purpose of this Design-Build project is to reconstruct and enhance portions of the trail, upgrade the signage, lighting, seating, and landscape plantings. The design services shall include, but not be limited to, survey, geotechnical investigation, landscape design, electrical and lighting design, site plan design for grading, paving, and drainage; utility adjustments, signing and pavement marking, and demolition. The Design-Build Firm shall be responsible for, design, and preparation of all documentation related to the

acquisition of all permits, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall be responsible for all utility coordination efforts including any relocations.

The Selmon Expressway Greenway Improvements plans (Reference Document Nos. 0.03.01, 0.03.02, and 0.03.03) are included as reference documents with this RFP and are intended to serve as concepts to be utilized by the Design Build Firm in the development of their construction documents. These plans represent the minimum aesthetic level expected by the Authority. The referenced Concept Plans are considered preliminary and represent the basis for the general design and aesthetics of the desired improvements. The Design-Build Firm shall address and be in responsible charge of all design and construction efforts including, but not limited to, utilities, traffic control, permitting, grading, drainage, aesthetic lighting, hardscape design, color schemes, benches, landscaping aesthetics and survivability, constructability, and maintenance which have not been previously addressed by the referenced plans. All improvements must utilize sustainable, recycled, and locally sourced materials whenever available.

The Selmon Greenway Enhancement Master Plan is also included in this RFP for reference.

It is the Authority's intent that all Project construction activities be conducted within the existing Authority Right-of-Way (R/W). Work not being performed in Authority R/W will require City permits as described in the permitting section.

It is the intent of the Authority to award one Design-Build contract for this project. Additionally, it is the intent of the Authority to award the contract based on the **lowest responsible, responsive, and qualified bid determined using the base bid (all work required to complete Phase 1) plus any alternates selected within the available funding (all work required to complete Phase 2).**

A description of the objectives of this project includes, at a minimum, the items described below:

### **Description of Work**

#### *Project Description*

The Authority proposes enhancements to the Lee Roy Selmon Greenway. Improvements include:

#### **Phase 1 (BASE BID)**

The project begins at the southeast quadrant of Brorein Street and South Florida Avenue, continues under the elevated Selmon Expressway and terminates approximately on the west side of the existing at-grade crossing of South Morgan Street. The existing trail is proposed to be removed and replaced with decorative concrete, various site amenities, lighting, landscape plantings and irrigation as detailed herein. The trail is to be constructed of natural gray concrete with decorative scoring. It carries a 12' to 15' width, and terminates at station 20+77.

The project beginning is intended to tie into the existing back of sidewalk for Brorein and Florida Avenue. Improvements are proposed to beautify the corner and honor and highlight the existing statue of Lee Roy Selmon. The plaza is intended to draw the attention of passing motorists, Greenway users and visitors alike. Improvements include decorative color pavements, custom themed furnishings, graphic signage displays, general Greenway identification and directional signage, custom seating, a trash receptacle, landscape plantings, irrigation and decorative lighting. The existing Lee Roy Selmon Statue is to be preserved and re-set in conjunction with a new sign as detailed herein.

The first plaza is located at the southeast corner of Brorein Street and Florida Avenue at approximately station 10+80. Proposed elements include decorative color pavements, custom themed furnishings, graphic signage displays, general Greenway identification and directional signage, landscape plantings, irrigation,

and decorative lighting. The plaza shall include locked electrical outlet connections that are inaccessible to the general public but can be accessed for Authority-permitted events/activities.

A second plaza area begins at approximate station 12+00 and is proposed to be improved with decorative color pavements, custom themed furnishings, graphic signage displays, general Greenway identification and directional signage, custom seating, trash receptacles, landscape plantings, irrigation, and decorative lighting. The plaza shall include permanent, built-in, speakers with wiring for plug-in audio-visual and electrical outlet connections. The audio-visual and electrical outlet connections shall be locked and inaccessible to the general public but can be accessed for Authority-permitted events/activities. This plaza will also include an area which will accommodate an art feature to be provided by others.

A third plaza area is located at approximately station 15+50 and is proposed to be improved with landscape plantings, decorative pavement, decorative lighting, pedestrian level lighting and a trash receptacle. The plaza shall include locked electrical outlet connections that are inaccessible to the general public but can be accessed for Authority-permitted events/activities.

This section of the trail terminates at the existing sidewalk on the west side of S. Morgan Street. The crossing of S. Morgan Street is not included in the scope of this project.

### **Phase 2 (ALTERNATE)**

The next segment of the trail begins at station 17+00 tying into the existing back of sidewalk on the east side of S. Morgan Street. A fourth plaza is located in this area and is proposed to be improved with decorative pavement, seating, a trash receptacle and a pedestal which will accommodate an art feature to be provided by others. Electrical outlets that can be accessed for public presentations are to be provided.

A fifth plaza is located at approximately 18+80 and is proposed to be improved with decorative pavement, a trash receptacle, and decorative lighting, landscape plantings and irrigation.

The trail in Phase 2 is also to be constructed of natural gray concrete with decorative scoring. It carries a 15' consistent width and terminates at station 20+77.

The Authority has established the following Project goals:

#### Project Goals

- Aesthetically enhance the Lee Roy Selmon Greenway within the project limits to be consistent with the Selmon Greenway Enhancement Master Plan as well as recent area improvements including the Water Street Development and the USF Medical School building.
- Enhance pedestrian safety within the project limits.
- Provide positive drainage ensuring no standing water within pavement areas
- Minimize the inconvenience during construction to the travelling public, including pedestrians, bicyclists, and vehicular traffic.
- Maintain direct access during construction to adjacent properties to the maximum extent practical.
- Coordinate with adjacent construction projects and maintaining agencies.
- Utilize sustainable, recycled and locally sourced materials whenever available.

#### Minimum Criteria for Site Features

##### Phase 1

- 6900 SF - Plaza Area
- 248 LF of Concrete Seatwall
- 116 LF - Wooden Bench w/o back

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- 79 LF - Wooden Bench w/ Back
- Powder coated galvanized steel arm rests, 4' on center for all concrete and wooden benches
- 6 - Trash Receptacles
- Decorative lighting features determined by Design-Build Team
- 10 - Pedestrian Level Lights
- 18 Palms located in plaza pavement w/tree grates
- 1 - Lee Roy Selman Statue enclosure and sign

Lee Roy Selmon Sign - Minimum Criteria

- Constructed of Stainless Steel, Green and Orange Acrylic Plastic
- Minimum of 230 SF of face area
- Articulated height between 8'-9" and 4'-0"
- Stainless Steel Lettering, sizes as shown on Concept Plans

Phase 2

- 1790 SF - Plaza Area
- 79 LF of Concrete Seatwall
- 37 LF - Wooden Bench w/o back
- Galvanized steel arm rests, 4' on center for all concrete and wooden benches
- 2 - Trash Receptacles
- Decorative lighting features determined by Design-Build Team
- 12 - Pedestrian Level Lights

General Landscape Planting and Irrigation Maintenance Performance Requirements.

Keep all plants undamaged, free of pests and disease or any symptoms of any disease or pest infestation, properly hydrated and nourished, supported to grow and maintain form and general appearance in accordance with the Visual Health Assessments and recommendations in A Guide for Tree and Palm Maintenance Along Florida Roadsides (desired Maintenance Condition).

Provide positive drainage, ensure structural safety, retain aesthetics, maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, ITS devices, traffic control signals and devices, toll equipment and facilities, mechanical equipment, fences, walls, and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards (most recent edition) and the companion publication by the International Society of Arboriculture Best Management Practices: Tree Pruning (most recent edition). Pruning shall be performed by or under the direct on-site supervision of an International Society of Arboriculture (ISA) Certified Arborist.

Keep the individual plant locations, mulch rings, and planting beds free of litter, debris, excess material, and undesirable vegetation (weed whipping and/or weed eating will not be accepted as weed control). All weeds greater than 12 inches in height must be removed through manual methods unless otherwise directed by the Engineer. All pesticide and herbicide applications shall be completed in accordance with all local and State requirements. Keep individual plant locations, mulch rings, and landscape bed edges correctly located and trimmed, and replenished to a 3" settled depth.

Bring all landscape beds, mulch rings, and individual plant locations up to the required level of maintenance within the first 30 days following final acceptance of the project.



Operate and maintain any new or existing irrigation system associated with the landscape site at an operational level of 100% during the life of the contract. Adjust sprinkler heads as necessary to ensure that spray patterns and durations have the desired coverage of the planting area and do not overspray onto roadways, sidewalks, and private property.

Provide root ball anchoring system with bio-degradable straps for palms located in plaza area.

**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, 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 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.

At least thirty (30) days prior to substantial completion the Design-Build Firm will submit a landscape maintenance plan detailing maintenance operations and frequencies. Landscape plantings and irrigation will not be deemed complete until THEA approves the maintenance plan.

**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 of the notice of intended award, any employee, officer, or agents acting on the behalf of the 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.

Date	Event
October 8, 2021	Industry Forum (Live and Virtual) at 10:00 am local time. Lee Roy Selmon Board Room, THEA Office, 1104 E. Twiggs Street, Tampa, FL 33602. For Virtual Meeting details send email request to: <a href="mailto:Man.Le@tampa-xway.com">Man.Le@tampa-xway.com</a> .
December 01, 2021	<u>Advertisement</u>
<b>December 14, 2021</b>	<b><u>Mandatory</u></b> Pre-proposal (Live and Virtual) meeting, at <b>10:00 am</b> local time. Lee Roy Selmon Board Room, THEA office, 1104 East Twiggs Street, Tampa, FL 33602. Attendance can be in-person or virtually. For Virtual Meeting details, send email request to: <a href="mailto:Man.le@tampa-xway.com">Man.le@tampa-xway.com</a>
December 21, 2021	<u>Deadline for Questions/Request for clarification</u>
December 23, 2021	<u>Addendum release (if required)</u>
<b>January 06, 2022</b>	<u>Phase 1 LOI Response Deadline by 2:00pm local time</u>
January 20, 2022	<u>Evaluation Committee meets to evaluate LOI @ 11 a.m. local time</u>
January 21, 2022	<u>Posting of Shortlist</u>
January 31, 2022	<u>Board (Committee as a Whole) approval of Shortlist</u>
February 01, 2022	<u>Posting of Notice of Board approval</u>
February 03, 2022	<u>Shortlist firms declare intent to proceed by 2:00pm local time</u>
February 09, 2022	<u>Final deadline for submission of requests for Design Exceptions or Design Variations.</u>
February 24, 2022	<u>Deadline for submittal of questions, for which a response is assured, prior to the submission of the Technical and 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>).</u>
March 03, 2022	<u>Deadline for the Authority to post responses to the Authority website for questions submitted by the Design-Build Firms prior to the submittal of the Technical and Price Proposals. Responses will be posted to the Authority website: <a href="http://www.tampa-xway.com">www.tampa-xway.com</a></u>
March 16, 2022	<u>The Design-Build firm must complete FDOT Low Bid Design-Qualification Validation Form No. 700-011-36 for all qualifying team members, at least 24 hours in advance of the scheduled letting. The form shall be submitted to Man Le, Contracts and Procurement Manager (<a href="mailto:Man.Le@tampa-xway.com">Man.Le@tampa-xway.com</a>) who will confirm qualification for the prospective Design-Build Firm. <b>The form must be submitted at least 24 hours in advance of the response deadline (Technical and Price Proposal due date and time).</b></u>

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<b>March 17, 2022</b>	<b><u>Technical and Price Proposals due in Authority Office by 11:00am local time.</u></b>
March 17, 2022	<u>Public announcing of Price Proposals at 1:30pm local time at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602</u>
March 18, 2022	<u>Public Meeting of the Technical Review Committee to determine responsiveness of Technical Proposals at 2:30 p.m. local time at the THEA Office, 1104 East Twiggs Street, Suite 300, Tampa, FL 33602</u>
March 18, 2022	<u>Public Meeting of Selection Committee (THEA Board Committee as a Whole Meeting) to determine intended Award</u>
March 28, 2022	<u>Posting of the Authority's intended decision to Award</u>
March 29, 2022	<u>Anticipated Award Date</u>
April 01, 2022	<u>Anticipated Execution Date</u>

### **III. Threshold Requirements:**

#### **A. Qualifications**

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.

#### **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. 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. At THEA's discretion, the Pre-Proposal Meeting may be a "Virtual" meeting conducted electronically.

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 or checked in prior to the start of the mandatory pre-proposal meeting. The convener of the meeting will circulate the attendee sign in sheet, or if a virtual meeting, will have the

attendees check in electronically, at the time the meeting was advertised to begin. Once all Proposers have signed in or checked in, the sign in sheet will be taken, or check in closed, and the meeting will “officially” begin. Any Proposer not signed in or checked 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 - NOT APPLICABLE**

**F. Question and Answer Session – NOT APPLICABLE**

**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, 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 Department of Labor's System for Award Management (SAM) list.

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.

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.

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

Proposers may modify or withdraw previously submitted Proposals at any time prior to the Technical Proposal due date. Requests for modification or withdrawal of a submitted Proposal shall be in writing and shall be signed in the same manner as the Proposal. Upon receipt and acceptance of such a request, the entire 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 Proposal provided the change is submitted prior to the 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.

The Authority does not guarantee the details pertaining to borings, as shown on any documents supplied by the Authority, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

**L. Design-Build Contract**

The Authority will enter into a Lump Sum contract as described in VIII.A. 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. Landscape plantings and irrigation costs will be provided as a separate schedule. The total of the Schedules of Value 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.

The Contractor must submit approved as-built plans before final acceptance by the Engineer and the Authority is issued. Seventy-six percent of the landscape and irrigation amount will be paid during the installation period for work completed and accepted. The Authority will retain twenty-four percent (24%) for the 12-month establishment period to be paid out monthly upon satisfactory completion of landscape maintenance and establishment (including successful control of any competing vegetation). The retainage shall be applicable only to plant establishment and maintenance and shall not be construed to apply to any

warranty-related work or latent defect associated with non-vegetation work. The 12-month establishment period begins at the date of final acceptance.

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

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

The Authority'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), City of Tampa, 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 and Revised Index Drawings. 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, 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 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 for Road and Bridge Construction  
<http://www.fdot.gov/design/standardplans/>
4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)  
<http://www.fdot.gov/roadway/FDM/>
5. 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>
6. Florida Department of Transportation Surveying Procedure 550-030-101  
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>



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7. 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)
8. Florida Department of Transportation Drainage Manual  
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
9. Florida Department of Transportation Soils and Foundations Handbook  
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
10. Florida Department of Transportation Structures Manual  
<http://www.fdot.gov/structures/DocsandPubs.shtm>
11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual  
<http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm>
12. 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)
13. MUTCD - 2009  
<http://mutcd.fhwa.dot.gov/>
14. Safe Mobility for Life Program Policy Statement  
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
15. Traffic Engineering and Operations Safe Mobility for Life Program  
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015  
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
17. Florida Department of Transportation Florida Sampling and Testing Methods  
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
18. 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>
19. Florida Department of Transportation Design Bulletins and Update Memos  
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
20. Florida Department of Transportation Utility Accommodation Manual  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd\\_0](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0)
21. AASHTO LRFD Bridge Design Specifications  
[https://bookstore.transportation.org/category\\_item.aspx?id=BR](https://bookstore.transportation.org/category_item.aspx?id=BR)
22. Florida Department of Transportation Flexible Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Rigid Pavement Design Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>

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24. Florida Department of Transportation Pavement Type Selection Manual  
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
25. Florida Department of Transportation Right of Way Manual  
<http://www.fdot.gov/rightofway/Documents.shtm>
26. Florida Department of Transportation Traffic Engineering Manual  
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
27. 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)
28. 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>
29. 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)
30. 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)
31. 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>
32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2  
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
33. Florida Department of Transportation Driveway Information Guide  
<http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.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. National Electrical Code  
[http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-P1194.aspx?order\\_src=D347&gclid=CPT6k6zP0MOCFQcMaQodkooAuQ](http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-P1194.aspx?order_src=D347&gclid=CPT6k6zP0MOCFQcMaQodkooAuQ)
40. National Electrical Safety Code

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<http://standards.ieee.org/about/nesc/>

41. City of Tampa Stormwater Department Standard Details  
<https://www.tampagov.net/tss-stormwater/info/document-library>
42. Crime Prevention Through Environmental Design  
<http://www.cpted.net/>
43. Florida Grades and Standards for Nursery Plants (latest Edition)
44. A Guide for Roadside Vegetation Management  
[https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/maintenance/rdw/dot-final-\(3\)turf-management-guide-uf.pdf?sfvrsn=49cac3ac\\_0](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/maintenance/maintenance/rdw/dot-final-(3)turf-management-guide-uf.pdf?sfvrsn=49cac3ac_0)
45. Florida-Friendly Landscaping Program  
<https://ffl.ifas.ufl.edu/>
46. Florida Water Star Program  
<https://www.floridawaterstar.com>
47. Proposed Public Rights-of-Way Accessibility Guidelines (PROWAG)  
<https://www.access-board.gov/prowag/>

**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.

**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.

**D. Authority Commitments:**

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

No.	Commitment	Responsible Party
1	Identify and advise the Authority of any parking spaces within THEA-owned lots that will be temporarily or permanently impacted or removed as part of the project’s construction activities in enough time so that THEA can notify the City of Tampa Parking Department 30 days in advance of the start of construction in these areas.	DB 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, approvals, and/or exemptions 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. 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 Director of Operations and Engineering (DOE). 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. If the project qualifies for an exemption, the Design-Build Firm will obtain documentation of the exemption from the applicable permitting agency.

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

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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).

The Design-Build Firm shall be responsible for procurement of all applicable City of Tampa permits and approvals. These may include, but are not limited to right-of-way use, access, utilities, water, and stormwater/drainage, etc.

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 DOE, the Authority reserves unto the DOE, 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 DOE 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 DOE under this provision.

**F. Railroad Coordination: (NOT APPLICABLE)**

**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.

**H. Verification of Existing Conditions:**

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing City of Tampa, 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:**

Component submittals will not be permitted for this project.

• **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)**

- 3 copies of 11" X 17" plans
- 2 copies of signed and sealed geotechnical report
- 2 copies of design documentation
- 2 copies of Technical Special Provisions
- Copy of documented quality control reviews conducted prior to submittal to the Authority in pdf format
- 2 flash drives containing the above information in .pdf format

**90% Phase Submittal**

- 3 copies of 11" X 17" plans
- 2 copies of signed and sealed geotechnical report
- 2 copies of design documentation
- 2 copies of Technical Special Provisions
- Copy of documented quality control reviews conducted prior to submittal to the Authority in pdf format
- 2 flash drives containing the above information in .pdf format

**100% (Final Submittal)**

- 2 sets of signed and sealed 11" X 17" plans
- 2 sets of signed and sealed design documentation
- 1 signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 1 set of electronic copies of Technical Special Provisions on flash drive
- All QC plans and documentation for each submittal shall be electronic in .pdf format
- 2 flash drives 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." The Design-Build Firm shall provide a signed certification that all review comments have been resolved to the Authority's satisfaction as a requirement before obtaining "Released for Construction" plans.

- **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.

#### **RFC (Release for Construction)**

- Plan Set with each sheet stamped "Released for Construction", submitted electronically, digitally signed and sealed by the professionals of record with space for THEA's Project Manager's signature.
- 2 ea. hard copy 11" x 17" set of plans (printed from digitally signed and sealed set)
- **As-Built Set:**

The Design-Build Firm's Professional Engineer and Landscape Architect 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 FDOT 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 Engineer and Landscape Architect of Record. 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, prior to issuing Final Acceptance of the project in order to complete the As-Built Plans. The Authority shall also review the as-built plans and Project documentation and perform such additional inspections as it requires to verify completion of the Project. Modifications to any submitted As-Built material as requested by the Authority shall be completed by the Design- Build Firm.

The Authority shall accept the As-Built Plans and related documents when in compliance with FDOT Design Build Division I Specification 7-2.3, As-Built Drawings and Certified Surveys, and the As-Built Requirements.

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

- 1 set of 11" X 17" signed and sealed plans
- 1 set of design computations, signed and sealed, bound in 8½" x 11" sheets
- 1 set of final documentation
- 1 (two) set of survey information, including electronic files and field books
- As-built drawings in CADD files, using a format and layering system reasonably acceptable to the Authority.
- 2 (two) Final Project flash drives containing the items listed above

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
- Design Variation Package
- Stormwater Management Report
- Noise and Vibration

**Railroad Submittals: (NOT applicable)**

**J. Contract Duration:**

The Authority has established a Contract Duration of **345 calendar days** for the Base Bid work and any chosen options.

**K. Project Schedule:**

The Design-Build Firm shall submit a Schedule, in accordance with Sub article 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. The Design-Build Firm shall allow for 30 calendar days for shop drawing reviews and 20 calendar days for shop drawing resubmittals. Work at Risk shall not be included in the schedule.

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, 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 submittals. 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 following Special Events have been identified in accordance with Specification 8-6.4:

- MacDill Air Fest
- Ye Mystic Krewe Pirate Invasion Tuesday Before Gasparilla Parade
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest
- Amalie Arena Events

In addition to the limitations on lane closures, and non-working days, the Authority may direct up to ten (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.

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
- Submittal Reviews by THEA
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation and Design
- Start of Construction
- Demolition
- Construction Mobilization
- Environmental Permit Acquisition
- Utility Coordination/Relocation
- Subsurface Utility Engineering
- Civil Site Work Design
- Civil Site Work Construction
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Landscape Design
- Landscape Plans
- Hardscape Design
- Hardscape Plans
- Permit Submittals
- Maintenance of Traffic Set-Up, Maintenance, and Take-Down (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-work days)
- Additional Construction Milestones as determined by the Design-Build Firm
- Irrigation Plans
- 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. The Design-Build Firm shall include professionals registered in the State of Florida for each of the required sub-disciplines. 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 DOE. 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
- 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 two weeks.

During construction, the Design-Build Firm shall meet with the Authority's Project Manager on a weekly basis and provide a one-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:**

The Design-Build Firm shall coordinate with the Authority's Communications Project Manager (CPM) as requested, providing renderings, schedule updates, and project information to assist the CPM in responding to questions from the public as well as from public officials.

**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,

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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 Professionals 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: NOT APPLICABLE**

**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. 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. The Design-Build Firm shall submit separate initial schedules of values with their bid price proposals for the Base Bid (Phase 1) and the Bid Alternate (Phase 2).

The DB Firm will submit a separate Schedule of Values for the landscape plantings for each phase. These schedules will be utilized to compute the retainage and pay-out for the Planting Establishment Period.

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 will be developed utilizing Computer Aided Drafting and Design (CADD) systems. The FDOT makes available software to help assure quality and conformance with policy and procedures regarding CADD. It is the responsibility of the Design-Build Firm to meet the requirements in the FDOT's CADD Manual. The Design-Build Firm shall submit final documents and files as described therein. During the progress of the project, the Design-Build Firm shall provide interim CADD files as may be requested by the Authority.

**U. Construction Engineering and Inspection:**

The Authority is responsible for providing Construction Engineering and Inspection (CEI) and Verification Testing. The Contractor is responsible for QC Testing.

**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.

**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:

- Trail features
- Trail Drainage 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.

The Design-Build Firm shall consider and include in the Construction Plans and Bid Price Proposal, any and all temporary detours or diversions required to facilitate traffic and pedestrian movements into and out of the project limits; notwithstanding the alignment, lane positioning and/or grade differences of traffic conditions on those adjacent projects

**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 DOE 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 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 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 that require pre-construction and post-construction surveys.

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

**C. 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 to comply with local ordinances.

The Design-Build Firm shall follow all local noise ordinances and shall coordinate with the local entities enforcing said ordinances prior to the beginning of construction.

The use of vibratory rollers will not be allowed.

**D. Geotechnical Services:**

The Design-Build Firm shall provide any geotechnical investigation necessary for foundations for art components listed under Section F Civil Plans, or to satisfactorily complete any other portion of the project to meet design standards. Services include but are not limited to, identifying and performing geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection; and groundwater analyses dictated by the Project needs in accordance with FDOT 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.

**E. 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 (UCM) 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, preparing, reviewing, and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
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 Design-Build Firm may request the utility to be relocated; however, these relocations require the Authority's approval, and the Authority will not pay the Utility Agency/Owner (UA/O) or the Design-Build Firm for the utility relocation work.

For utility relocation where the UA/O desires the work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedule and permit.

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 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 DOE 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 DOE for the permit to be signed and recorded.

**F. Civil Plans:**

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The Design-Build Firm shall provide all services required to design and permit all civil/site components of the project. These services include, but are not limited to, surveys, geotechnical investigations, utility coordination, demolition, site geometry layout and grading, and design of foundations, stormwater facilities, signage and pavement markings, maintenance of traffic, site lighting, electrical design, landscape plantings, decorative pavements, site furnishings, and decorative lighting.

The existing parking lots shall be configured to accommodate the project. Parking spaces under the Selmon Expressway are currently utilized by the City of Tampa through a lease agreement. Permanent removal of spaces requires modification of terms and therefore is limited to the spaces as indicated on the Conceptual plans. City vehicular access and use of parking facilities shall be maintained to the maximum extent practical during construction. For spaces that will be permanently removed, or temporarily inaccessible during construction, the Design-Build Firm shall provide notice to the Authority in sufficient time for the Authority to give the required 30-day notice to the City of Tampa.

All facilities shall be designed to meet the latest ADA standards and requirements.

The Design-Build Firm shall provide along with the Construction Plans a complete Specifications package including all necessary Technical Special Provisions required for project specialty items and items not covered by the Standard Specifications.

The Design Build Contractor shall prepare a demolition plan for removal and disposal of existing facilities and structures for each site. The demolition responsibilities of the Design-Build Firm shall include but not be limited to parking areas and base materials, sidewalk and curb, hardscape features, landscape and hardscape, and those items shown on the Conceptual Plans provided in the RFP package. All materials removed from the site shall be disposed of in conformance with applicable federal, state, and local regulations.

**1. 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 FDOT'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: Pipe systems, inlets, manholes, and storm connections. Full coordination with all permitting agencies and THEA will be required from the outset. Documentation of any meetings and decisions are to be submitted to THEA. These activities and submittals should be coordinated through THEA's Project Manager.

The exact number of drainage inlets will be the Design-Build Firm's responsibility. Please refer to the Concept Plans for minimum drainage requirements. The reconstructed Greenway trail and new plazas shall be graded to provide positive drainage and no areas of standing water.

Perform design and generate construction plans documenting the permitted systems function to criteria.

**G. Geometric Design:**

The Design-Build Firm shall prepare the geometric design for the Project using the Design Standards and criteria that are most appropriate with proper consideration given to the users of the facilities, 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, Greenway trail 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. Construction plans for the reconstructed sections of the trail as well as the plazas shall have identifiable longitudinal profile grades, cross sections with consistent cross slopes and well-designed transition areas, so that it is readily discernable that ADA criteria is being met, and adequate pavement drainage is being provided.

The Design-Build Firm shall not reduce the trail or plaza pavement widths, access points and access control from those that are depicted in the Concept Plans.

All curbs, sidewalks and pedestrian crosswalks impacted by construction shall be restored to meet current standards. Standard galvanized steel railing shall be used for the protection of pedestrians and bicyclists from drop-off hazards. Railings shall be painted, or powder coated to match other figures. Proposed sidewalks within this Project shall be constructed with 6-inch thick, reinforced concrete.

#### **H. 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. Design Documentation for all disciplines should include accompanying narratives as necessary so that another engineer or landscape architect experienced in that particular discipline, but not necessarily knowledgeable about the project, can understand the basis of and the intent of the design.

The design notes and computation sheets shall be fully titled, all pages 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 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

#### **I. Structure Plans:**

The Design-Build Firm shall design and construct the structural elements of the project including but not limited to miscellaneous structures, light columns and other structural amenities proposed by the Design-Build Firm. Work shall include but not be limited to the design of foundations, connections to existing bridge columns, and other structural elements.

1. Structure Design Analysis-
  - a. The Design-Build Firm shall submit to the Authority final signed and sealed design documentation prepared during the development of the plans.
  - b. The Design-Build Firm shall insure that the final geotechnical recommendations and reports required for structure designs are submitted with the 90% structure plans.
2. Criteria-

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. Environmental Classification: Extremely Aggressive.
- c. Embedment depths of attachment anchors into the existing bridge columns shall not exceed 1.75”.
- d. All hardware, including nuts, bolts, threaded rods, washers, locking washers and screws shall be Type 316 passivated stainless steel meeting the requirements of ASTM A593. Nuts shall meet ASTM F594.
- e. All structural steel shall be hot dip galvanized prior to erection, incorporation into the permanent works or incorporation into portions of the permanent works.
- f. Structural Steel shall meet the following requirements:
  1. W-shapes: ASTM A709 Grade 50.
  2. Channels: ASTM A709 Grade 36 or Grade 50.
  3. Other shapes: ASTM A709 Grade 50.
  4. Structural steel bolts shall be ASTM F3125 Grade A325 Type 1 galvanized in standard holes.
- g. Use of uncoated weathering steel shall not be permitted.
- h. Insulating gaskets and insulating washers shall be used where dissimilar metals are used.
- i. Reinforcing bar supports shall be non-corrosive materials such as, but not limited to Type 316 stainless steel, fiberglass, plastic or concrete block. Reinforcing bar supports placed on vapor barriers shall be concrete block.
- j. Any ties, straps, anchorages or other metallic formwork items shall be removed to a depth of 1 ½” minimum below the finished concrete surface and repaired in accordance with the Specifications. Use accessories for metal ties and anchorages that allow the removal of metal to the prescribed depth while leaving the smallest possible repairable cavity.

#### **J. Specifications:**

Department Specifications and Special Provisions may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Department Specifications and Special Provisions 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 Firm’s 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.

#### **K. 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 FDM. 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),

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Landscape Architect of Record (LAOR), and/or Specialty Engineer, as appropriate. All “Approved” and “Approved as Noted” Shop Drawings submitted to the Authority for review shall also include Engineer of Record QA/QC Shop Drawing check prints along with the EOR stamped set(s). 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 and approval of the Shop Drawing, the Authority will initial, date, and stamp the drawing “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.

**L. 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, measures to protect pedestrians and cyclists within and adjacent to the job site.
2. Minimize the impact of the project to vehicular, pedestrian, and cyclist traffic traveling on adjacent facilities.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of pedestrian 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.

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

If applicable, 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 ANDSMALL CONSTRUCTION ACTIVITIES**) shall be submitted for Authority review and approval. Authority approval must be obtained prior to beginning construction activities.

**N. 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, and maintaining access to existing parking lots. sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

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 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 and the FDOT Design Manual.

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.

The Design-Build Firm shall follow the City of Tampa approved truck routes.

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.

The Temporary Traffic Control Plans shall be prepared and included with all Roadway Plan submittals and may not be a standalone plan set prior to RFC.

## **2. Traffic Control Restrictions:**

A lane on an adjacent roadway 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 local emergency agencies, the media and the Authority's Communications Project Manager (CPM). The Design-Build Firm is responsible for obtaining permission for lane closures for the appropriate jurisdictional agency.

There will be NO LANE CLOSURES allowed **Mondays through Fridays** between the hours of **6:00 AM** to **9:00 AM**, and Mondays through Fridays from **4:00 PM** to **7:00 PM**. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the Authority's Project Manager.

In addition to the limitations on lane closures, and non-working days in Section V., K., the Authority may direct up to 10 days when no adjacent roadway 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.

All adjacent roadway lane closures, including ramp closures, shall be reported to the local emergency agencies, the media and the Authority PIO a minimum of 14 calendar days prior to each closure. In addition, the Design-Build Firm shall develop the MOT scheme and TTC Plans such that all lanes of traffic can be opened promptly in the event of an emergency.

No lane, sidewalk or trail closures will be permitted during the Gasparilla Pirate Festival, including its associated athletic events. Additionally, lane, sidewalk, and trail closures shall not be allowed during special events at Amalie Arena or the Convention Center.

## **O. 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.

Anticipated Environmental Services/Permits for this project include, but are not limited to:

1. SWFWMD Water Quality/Quantity Exemption
2. Contaminated Materials
3. City of Tampa Approvals (Various)

#### **1. SWFWMD (Southwest Florida Water Quality/Quantity Exemption)**

The proposed improvements may meet the qualifications for an exemption from stormwater quality treatment and stormwater attenuation. The Design-Build firm is responsible for verifying that the proposed Greenway improvements will not adversely impact the existing storm drain system. In addition, should it become apparent that the project does not meet SWFWMD exemption criteria, the Design-Build Firm will notify the Authority immediately.

#### **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 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.

#### **P. Signing:**

The Design-Build Firm shall design and construct the signage as identified in the Conceptual Plans.

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.

#### **Q. Lighting and Electrical Plans:**

The Design-Build Firm shall provide a lighting design and a lighting analysis and prepare lighting plans in accordance with FDOT criteria.

- The existing lighting previously installed along the Selmon Greenway that is located within the project limits shall remain and will continue to be maintained by TECO during construction. Any damage caused to existing lighting facilities by Design Build contractor shall be repaired to new condition and lighting shall be restored within 2 business days.

- The Design Build Firm will be responsible to coordinate the power source for the decorative lighting with TECO. The new decorative lighting may utilize existing load centers and meters serving the Selmon Greenway or may be installed off of new load centers and meters. The aesthetic lighting shall be on a separate remotely controlled circuit from other lighting, such as street lighting.
- The existing site lighting along the Selmon Greenway is maintained by TECO, and THEA pays for the electricity used for lighting along the Selmon Greenway. Following construction TECO will continue to maintain the lighting for the Selmon Greenway and the Authority will maintain the new decorative lighting following the Final Acceptance of the project. THEA will pay for the electricity used for the decorative lighting.
- Lighting Calculations shall be provided and include computer print outs on a 10 x 10 ft. grid.
- Park perimeters, walkways, parking lots and site lighting shall be illuminated with fixture types that are consistent with minimum required illumination levels and standards set by FDOT. The lighting shall be standardized along the entire system and shall include the following:
  - Type A: General vehicular/pedestrian lighting: in conformance with FDOT standards.
  - Type B: General uplighting (Art/Features): in conformance with FDOT standards.
  - Type D: Decorative Lighting
- Exterior lighting shall be controlled using photocells and time switches using lighting contactors.
- The following illumination levels shall be used:

AREA	AVERAGE INITIAL Foot Candle (fc)
Plaza areas & walkways	2.5 fc
Parking lot	1.5 fc
- Average to minimum uniformity ratio: 4:1 or less
- Maximum to minimum uniformity ratio 10:1 or less
- Provide landscape/art lighting illumination as required to meet all electrical requirements noted on the Concept plans. The Design Build Contractor shall supply decorative lighting fixtures and will provide the required voltage to each fixture from the designated panel boards.
- Pedestrian friendly lighting shall be considered at pedestrian crossing points, plaza areas, park entrances around seating areas, along sidewalks and other congregating areas. In some cases, it is to be designed to supplement the general area lighting system. It is required that a level of lighting that meets FDOT requirements be provided along pedestrian travel ways.

Electrical outlet connections that can be accessed for public presentations shall be provided at the plazas at approximate Stations 10+80 and 15+50. The plaza at 12+00 shall include permanent, built-in, speakers with wiring for plug-in audio-visual and electrical outlet connections that can be accessed for public presentations. Audio-visual and electrical outlet connections should be designed so that they are locked-out from the general public when not in use for Authority-permitted events/activities.

**R. Signalization: (NOT APPLICABLE)**

**S. Intelligent Transportation System: (NOT APPLICABLE)**

**T. Planting & Hardscape Plans:**

The Design-Build Firm is required to reflect the intent of the design criteria for all landscape and hardscape design work to provide a unified look and feel in terms of scale and circulation etc. for the entire project limits. The Conceptual Landscape Design is depicted in Conceptual Plans included with the Reference Documents. The plans reflect the intent of the design criteria discussed herein and are provided as examples of the design for the project.

### **Landscape Planting and Hardscape Treatment**

Landscape planting is described as a design using both native and non-native plants to provide a showy arrangement of plant materials. All plantings must be irrigated.

Hardscape consists of high-quality commercial grade furnishings, including: custom designed benches with arm rests, litter/recycle receptacles, custom designed fences and art screens, custom metal column lighting wraps, high-end special design site signage, accent landscape light fixtures, and other furnishings. Paving consists of intricately designed areas of special paving represented by artificial turf, integral colored concrete, and other custom, site specific features.

### **Planting Design**

Landscape design throughout the site is critical to the overall appearance of the project. The landscape must be designed, installed and maintained with sustainable practices. The items below identify landscape design criteria important to the success of each facility.

- Plant materials shall be meet the City of Tampa Landscaping requirement and shall reflect the local climate and culture, as well as the typical look of the local native vegetation. Additionally, the plantings shall meet the requirements of Crime Prevention Through Environmental Design (CPTED) design principles.
- All existing landscape materials, within the park limits shall be removed, unless specified otherwise in the plans (see minimum Demolition plans within the Conceptual Plans).
- Much of the project is shaded by the Selmon Expressway. The Design-Build firm shall provide a planting design which provides a variety of species able to withstand shaded conditions. All plant materials shall be resistant to wind, heavy use, and other adverse environmental conditions common at the facility.
- The plant palette shall be primarily native to the region and used together with drought and shade tolerant plants to provide color, texture, and variety within the landscape while reflecting the natural surroundings. The Design-Build Firm shall comply with Xeriscape Statute 335.167, requiring the appropriate use of plant materials, mulches, and proper maintenance. Plant materials shall be natives and/or native cultivars to the greatest extent possible and have low maintenance requirements, such as: pest and disease resistance, low water consumption, and minimal pruning. No plants specified on the Florida Exotic Pest Plant Council's (FLEPPC) category 1 or 2 species lists shall be specified or used. Also, any existing plant species on the FLEPPC Category 1 and 2 lists shall be removed and/or eradicated from the park sites prior to any additional planting.
- Shrubs, groundcovers, and accent plants shall be utilized to screen transformer pads, parking lots, electrical equipment and dumpster enclosures, etc. This shall be done in such a manner so as not to interfere with the safety operation or function of these areas.
- Landscaping and trees placed adjacent to pedestrian facilities shall be selected to avoid the need for excessive maintenance such as pruning, cleanup of fallen fruit and debris, and regular watering.
- Root barriers shall be used in locations where trees are proposed adjacent to paved areas in order to minimize pavement damage due to tree roots. Specifications regarding root barriers are to be

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submitted to THEA for approval prior to construction.

- Plantings within the parking areas under the Selmon Expressway are required to consist low growing species that will not interfere with the roadway deck or impair visibility of those driving in the parking area.

### **Hardscape Design**

Hardscape for the site includes, but is not limited to, decorative pavements, seating, signage, lighting, fences, screens, column wraps, site furnishings and bollards, etc. It is required that sustainability be implemented through careful product selection, design and implementation. Below, several of these items are discussed further.

- Pavements: The Design-Build Firm shall provide feature pavements of enhanced design, materials, and colors as shown on the concept plans. All paving surfaces shall comply with an acceptable ADA 'roughness' coefficient, as well as slopes/grades. Trail paving surfaces shall be traffic bearing to support maintenance vehicles.
- Monuments: It is required that art/sculpture be incorporated as shown on the concept plans. Existing art and/or monuments shall be relocated as shown and included in the new hardscape design approved by THEA.
- Bollards: It is required that decorative bollards be used for vehicular protection measures at Park entrances. See Hardscape Details in the Conceptual Plans.
- Site Furnishings:
  - Benches and Seating: It is required that all seating be located near park features as identified on the Concept plans. Seating shall be located in areas shielded from sun, wind and rain wherever possible. It is required that the design avoids placing seating near extensive areas of open paving or wall surfaces which will reflect or radiate excessive amounts of heat and glare. All seating and seating areas shall be on level hard surfaces and provide ADA accessibility and accommodation. It is required that seating be placed in areas of shade, take advantage of pleasant views, and safety/security. It is also required that bench and seating design exhibit the following:
    - Comfort
    - Ease of maintenance
    - Durability of material and finish
    - Arm rests
    - Vandal resistant
    - See Landscape Product Sheets contained in the Conceptual Plans
  - Litter/Recycle receptacles: Litter receptacles and recyclable receptacles are required to be provided in areas as shown on the concept plans. Receptacles shall be vandal and corrosion resistant and fixed in place. See Landscape Product Sheets contained in the Conceptual Plans.

### **U. Irrigation Plans:**

The irrigation design shall utilize efficient components as well as efficient system design and maintenance procedures and shall use techniques which reduce water waste. The Design-Build Firm shall meet the following requirements:

- The irrigation system shall be fully automated and provide 100% coverage of all, shrubs, groundcovers, trees, and accent plants.
- All groundcover masses shall be irrigated with 12 inch high, pop-up spray heads or other methods such



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as drip emitters as proposed by the DB Firm and approved by the Authority.

- All planted trees on the site shall be irrigated with drip irrigation or a bubbler system providing a minimum of two flood bubblers per tree. Tree irrigation shall be designed on a separate zone.
- Irrigation controller shall be equipped with a weather station that will include a freeze sensor a wind sensor and a rain sensor that will automatically stop the flow of water in weather not conducive to irrigation. The program of the controller shall be automatically restored after a weather event.
- Irrigation shall be accomplished using potable and/or existing irrigation sources.
- Irrigation system construction plans and specifications shall accompany the landscape plans and specifications for all submittals.
- All tree and shrub groundcover irrigation zones shall be designed so they run separately. In addition, due to the overhead Expressway bridge structures, irrigation zones and application rates shall be designed to accommodate microclimate irrigation conditions. The design must provide a valve schedule including precipitation rates and run times.
- The design shall follow all xeriscape design principles.
- The Design-Build Firm shall be responsible for any water use permits required to meet the irrigation requirements of the design.
- A 120-volt electric service shall be provided for irrigation controllers. The Design-Build Firm shall coordinate with THEA for the location of these controllers. The Design-Build Firm shall be responsible for obtaining and paying for the service connection.

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

### **A. General:**

Shortlisted teams will proceed to the next step in the process which includes preparation and submittal of a Price Proposal, Proposal Plans, and Form 700-010-21 Low Bid Design-Build Technical Proposal as described in VII.B.

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

The Technical Proposal submittal shall consist of FDOT Form 700-010-21 Low Bid Design-Build Technical Proposal and one set of 11" x 17" Proposal Plans consisting of a comprehensive site plan and concept details for signs, decorative lighting, trail and plaza paving, landscaping, and benches. A material and plant schedule shall also be included.

The maximum number of pages shall be two (2), single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. Larger sheets are prohibited.

The maximum number of pages for the Proposal Plans shall be ten (10) single-sided 11" x 17" sheets.

The Technical Proposal shall be submitted electronically and attached to a single email. The Authority has a 10MB limit on email. Emails that exceed this 10MB email server limit may be rejected by the Authority's email server. It is solely the Design Build Firm's responsibility to ensure that the Technical Proposal is received by the Authority's server by the due date and time. 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.

Submit the Technical Proposal to Man Le, Contracts and Procurement Manager at:

**man.le@tampa-xway.com**

The minimum information to be included:

Section 1: Written Technical Proposal

- **Approach and Understanding of the Project:**

Present a plan for completing the specified work. The plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, and techniques for completing the project. Coordination with the Authority on public involvement, and affected utilities shall also be discussed in this section. The plan should discuss the project schedule, required agency permits and approvals, highlight aesthetic features of the proposed design, and address maintainability of the project after construction. Sustainable, recycled, and locally sourced materials proposed for the project should be identified here. The DB Firm shall use this section to discuss any proposed improvements over the Concept Plans in the Reference Documents.

- **Staffing:**

- Contractor Name & Applicable Prequalification Work Classes:
- Construction Project Manager:
- Construction Superintendent:
- Consulting Engineer/Landscape Architect Name and Applicable Prequalified Work Types:
- Subconsultant Name(s) and Applicable Prequalified Work Types:
- Design Project Manager:
- Design Engineer of Record:
- Design Landscape Architect of Record
- MOT Certified Designer:
- Specification Package Preparer
- Utility Coordination Manager

- **Responsible Office:**

Design-Build Firms being considered for this Project may have more than one office location. The office assigned responsibility for the work shall be identified in the Technical Proposal. If different elements of the work will be done at different locations, those locations shall be listed.

Section 2: Proposal Plans

- Proposal Plans should include the Design-Build Firm's Concept for the entire project limits including both the Base Bid (Phase 1) and Bid Alternative (Phase 2)
- Proposal Plans should include comprehensive site plan

- Proposal Plans include concept details for signs, decorative lighting, trail and plaza paving,
- Proposal plans should include concept details for landscaping including a material and plant schedule
- Proposal Plans should identify proposed square footage of each plaza area, square footage of decorative pavements, linear feet of benches, etc.
- Proposal Plans should clearly demonstrate that Design-Build Firm's design meets or exceeds the aesthetic level of the Concept Plans
- Proposal Plans should identify all proposed specialty items

**C. Evaluation Criteria:**

The Authority shall open all Bid Price Proposals received from the shortlisted firms at a public Bid opening on the date found in Section II of this RFP. The Technical Review Committee will review the Technical Proposal of the Lowest Bidder for responsiveness. The Technical Review Committee will then establish if the Technical Proposal of the Lowest Bidder is responsive or non-responsive based on the criteria described in this RFP. If the Proposal is responsive, that Design-Build Firm will be awarded the Project. If the Proposal is found to be non-responsive, the Technical Review Committee will review the Technical Proposal of the next Lowest Bidder and establish if the Technical Proposal is responsive or non-responsive based on the criteria described in this RFP, and so on.

**D. Final Selection Process:**

The Project shall be awarded to the responsive Bidder with the lowest Price Proposal.

**VIII. Bid Proposal Requirements:**

**A. Bid Price Proposal:**

Bid Price Proposals shall be submitted on the THEA Bid Blank form (Modified Form # 375-020-17) attached hereto and shall include one lump sum price for Base Bid (Phase 1) along with number of calendar days within which the Proposer will complete Phase 1; and one lump sum price for the Bid Alternate (Phase 2) work along with the number of additional calendar days within which the Proposer will complete Phase 2 should the Authority have the funding to include with this contract. The total overall lump sum price for the Project shall consist of the sum of the individual lump sum prices for the Base Bid (Phase 1) and Bid Alternate (Phase 2). If the Authority does not have the funding to include the Bid Alternate (Phase 2) in this contract, the lump sum price for the Project will be the lump sum price for the Base Bid (Phase 1) as submitted by the Design-Build Firm.

The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firm's 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. The Design-Build Firm shall submit separate initial schedules of values with their bid price proposals for the Base Bid (Phase 1) and the Bid Alternate (Phase 2) and the Design-Build Firms anticipated monthly payment schedule from Anticipated Award Date through Final Completion Date for All Work for the lump sum prices. The DB Firm will submit a separate Schedule of Values for the landscape plantings for each phase. These schedules will be utilized to compute the pay-out for the Planting

Request for Proposal

Lee Roy Selmon Greenway Enhancements

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Establishment Period.

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.