



**EXPANDED LETTER OF RESPONSE (ELOR)
ADVERTISEMENT FOR CONSTRUCTION ENGINEERING
& INSPECTION (CEI) SERVICES**

FOR

South Selmon Capacity Project

Contract No. O-0822

Dated: 9/16/2022

RESPONSIBLE DEPARTMENT

Judith Villegas
Engineering Project Manager
Expressway Operations

PROCUREMENT DEPARTMENT

Shannon Bush
Contracts and Procurement Manager
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
Telephone Number: (813) 272-6740, Extension 135
Email: Procurement@tampa-xway.com

Note: This document is constructed in four (4) sections. Section A contains the general information and general conditions to prepare a Response. Section B contains project specific information and specific response requirements. Section C contains forms required to be submitted as part of the Response Package. Section D contains attachments incorporated into the ELOR for general information and reference.

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TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

ADVERTISEMENT

**EXPANDED LETTER OF RESPONSE (ELOR) FOR
CONSTRUCTION ENGINEERING & INSPECTION (CEI)
SERVICES**

FOR

South Selmon Capacity Project

Contract No. O-0822

**TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
EXPANDED LETTER OF RESPONSE ~ No. O-0822
Construction Engineering and Inspection (CEI) Services for the
South Selmon Capacity Project**

The Tampa-Hillsborough County Expressway Authority (THEA) in Tampa, Florida is soliciting Expanded Letters of Response (ELOR) from Firms/Respondents that are Florida Department of Transportation (FDOT) pre-qualified to provide CEI services for the project known as the South Selmon Capacity Project (THEA Project No. **O-0622**). The project is to reduce congestion and provide operational and safety improvements on the Selmon Expressway between Gandy Blvd and Downtown Tampa. Only firms with FDOT pre-qualifications for CEI services at the time of the submittal are eligible for selection. Selection will be made from the Expanded Letters of Response package. Responses will be evaluated and ranked on the following criteria: Understanding the Scope, Qualifications and Experience of Key Personnel, Quality Assurance, Communication and Workload.

Interested firms will obtain a copy of the Instructions and Submittal Documents and submit a completed ELOR Package via email to THEA at procurement@tampa-xway.com. **ELOR Packages are due by the date and time indicated in the Schedule of Events** at which time THEA will publicly open the responses.

Packages shall include completion of the Documents and Required Forms. Firms failing to submit the required Documents and Required Forms may be deemed non-responsive to the Advertisement. The Schedule of Events containing additional important deadlines for this Advertisement is located under General Information and General Conditions, Section A, Paragraph 1.4.

This Advertisement is available on the THEA Website (<https://www.tampa-xway.com/procurement/#>) and through Demandstar (<https://www.demandstar.com/>).

RESPONDENTS WHO OBTAIN THIS ADVERTISEMENT FROM SOURCES OTHER THAN CITED ABOVE ARE CAUTIONED THAT THE DOCUMENTS MAY BE INCOMPLETE.

THEA encourages the use of registered or certified SBE firms to the greatest extent possible and requires nondiscrimination on the basis of race, color, sex and national origin in its employment and contracting practices.

Questions concerning this Advertisement **must** be directed by email to Shannon Bush, THEA Contracts and Procurement Manager at shannon.bush@tampa-xway.com.

[END OF ADVERTISEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION A

**GENERAL INFORMATION AND GENERAL
CONDITIONS**

FOR

**EXPANDED LETTER OF RESPONSE (ELOR)
CONSTRUCTION ENGINEERING & INSPECTION
(CEI) SERVICES**

FOR

South Selmon Capacity Project

Contract No. O-0822

SECTION A
GENERAL INFORMATION AND GENERAL CONDITIONS

1. General Information:
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 - 2.18 Conflicts of Interest
 - 2.19 Scrutinized Companies
 - 2.20 E-Verify System
 - 2.21 Notice of Protest
 - 2.22 ELOR Package Review
 - 2.23 Restriction on Consultants Eligibility to Compete for this Project

1. GENERAL INFORMATION:

1.1 INSTRUCTIONS TO RESPONDENTS:

To be considered, responses to this solicitation must be made in accordance with the instructions as contained within this document.

1.2 ATTACHMENTS:

The attachments listed in Section D of this document are by this reference hereby incorporated into and made a part of this Advertisement as though fully set forth herein.

1.3 PROCUREMENT PROCESS:

The procurement process that will be utilized for this project will be Expanded Letter of Response (ELOR) and Oral Interview. It is THEA's intention to solicit responses from potentially qualified Respondents and to enter into a contract for services upon successful negotiation of a satisfactory contract with the Respondent whose response is judged, through the evaluation and negotiation process, to be in the best interest of THEA.

Respondents must demonstrate to THEA that they are fully capable, staffed, and qualified to provide the services required by this Advertisement. Fully qualified Respondents (and/or their team assigned to this project) will have the qualifications (knowledge, education, training, expertise and skills), and experience (documentation, successful, and relevant) necessary to meet the requirements of this Advertisement. Determination of the Respondent best qualified and experienced to perform the services required through this Advertisement will be determined by THEA in its sole opinion.

Respondents must submit a "ELOR Package" conforming to and containing all documents, forms and information as required by the Advertisement and as specifically identified in Section B, Project Information and Response Requirements at Section 2.1, ELOR Package.

THEA will evaluate and rank all responses received by the submittal date as set forth in this Advertisement, or as amended by addendum, on the basis of the criteria stated herein. THEA reserves the right to request additional information and to seek clarification of any information submitted, including any omission from the original response. Additionally, the Evaluation Committee reserves the right to waive as informalities any irregularities in any response and to reject any and/or all responses, in its sole discretion. THEA contemplates engaging one firm and will commence contract negotiations with the top ranked firm. If a satisfactory agreement cannot be negotiated with the top ranked firm, then negotiations would begin with the next highest ranked firm.

1.4 SCHEDULE OF EVENTS:

The selection process will adhere to the following schedule. All times given are Eastern Standard Time. THEA reserves the right to make changes or alterations to the schedule as THEA determines in its best interest. Unless otherwise notified in writing by THEA, the dates, times and locations indicated below for submission of items or for other actions on the part of a Respondent shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall be cause for the Respondent's ELOR Package to be rejected and disqualified from further consideration.

**SCHEDULE OF
EVENTS**

DATE	DESCRIPTION	LOCATION
9/16/2022 by 5:00 PM	ELOR Advertisement Published	THEA Website (https://www.tampa-xway.com/procurement/#) & Demandstar (https://www.demandstar.com/)
9/23/2022 by 5:00 PM	Deadline for Respondent's submission of questions to THEA	Email to Procurement@tampa-xway.com
9/28/2022 by 5:00 PM	Deadline for THEA to respond to Respondent's questions	THEA Website (https://www.tampa-xway.com/procurement/#) & Demandstar (https://www.demandstar.com/)
10/6/2022 by 11:15 AM	Deadline for Submitting Expanded Letter of Response (ELOR) Package	Email to Procurement@tampa-xway.com
10/18/2022 @ 1:15 PM	Evaluation committee meets to discuss ELOR packages and confirm ranking of shortlisted firms	THEA Offices, 1104 E. Twiggs Street, Suite 300, Tampa, FL 33602
10/20/2022 by 5:00 PM	Posting of Notice of Intended Shortlisting	THEA Website (https://www.tampa-xway.com/procurement/#) & Demandstar (https://www.demandstar.com/)
11/14/2022 @ 1:30 PM	Board Approval of Shortlisting	THEA Board Room, 1104 E. Twiggs Street, Suite 300, Tampa, FL 33602
11/29/2022	Oral Interviews with shortlisted firms	THEA Offices, 1104 E. Twiggs Street, Suite 300, Tampa, FL 33602

11/30/2022 by 5:00 PM	Evaluation committee submits final scores and rankings	THEA Contracts and Procurement Office
12/2/2022 by 5:00 PM	Posting of Notice Intended Final Ranking	THEA Website (https://www.tampa-xway.com/procurement/#) & Demandstar (https://www.demandstar.com/)
12/12/2022 @ 1:30 PM	Board Approval of Final Ranking and Award of Contract	THEA Board Room, 1104 E. Twiggs Street, Suite 300, Tampa, FL 33602

1.5 CHANGES TO SCHEDULE OR MEETING PLACE/TIME:

Any changes to the Schedule of Events or meeting place/time will be posted as an Addendum and published through the DemandStar System (www.demandstar.com) and is also available through a link on the THEA website (www.tampa-xway.com) under the Procurement Notice section.

1.6 SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate in a THEA meeting regarding this Advertisement, pursuant to the Americans with Disabilities Act, should contact the THEA Contracts & Procurement Manager at 1104 East Twiggs Street, Suite 300, Tampa, Florida 33602 or by telephone at 813-272-6740, ext. 135, or by email at Shannon.Bush@tampa-xway.com at least five (5) business days prior to the scheduled meeting.

1.7 ELECTRONIC DISTRIBUTION SYSTEM:

THEA solicitations are issued electronically via THEA's Website and DemandStar's eProcurement distribution system (DemandStar Contact Information: Telephone: 800-711-1712 / www.demandstar.com)

Obtaining solicitations through DemandStar ensures Respondents have the following capabilities:

- a) Receipt of this Advertisement electronically;
- b) Tracking status of the procurement process;
- c) Receiving Letters of Clarification and addendum;
- d) Receiving the results of Response Tabulations and/or contract awards;
- e) Viewing drawings, plans and blueprints online.

RESPONDENTS WHO OBTAIN SOLICITATION DOCUMENTS REGARDING THIS ELOR FROM SOURCES OTHER THAN DEMANDSTAR ARE CAUTIONED THE SOLICITATION DOCUMENTS MAY BE INCOMPLETE.

1.8 QUESTIONS ABOUT THIS ADVERTISEMENT OR THE PROJECT:

All requests for interpretation, clarification or questions about the Advertisement process or the Project **must be in writing**, addressed to THEA's Contracts & Procurement Manager, Shannon Bush at Procurement@tampa-xway.com.

To be considered, such requests must be received no later than the date and time stated for the **Deadline for Respondent's Submission of Questions to THEA** referenced in Paragraph 1.4, Schedule of Events.

THEA will **not** make any oral response to requests for interpretation, clarification or questions about the solicitation process or the Project.

Any such responses or supplemental instructions by THEA to the Respondents will be in the form of a Letter of Clarification or written Addendum which if issued, will be posted on the DemandStar System (www.demandstar.com) no later than the date and time stated for the **Deadline for THEA to Respond to Respondent's Questions** referenced in Paragraph 1.4, Schedule of Events.

Failure of any Respondent to receive any such Letter of Clarification or Addendum shall not relieve said Respondent from any obligations contained within this Advertisement.

Respondents are required to acknowledge receipt of such Addendum issued for this solicitation. A copy of the required **ACKNOWLEDGMENT OF RECEIPT OF ADDENDUM** is contained in Section C as **Form 9**.

All Letters of Clarification and Addendum so issued shall become part of the Contract documents.

1.9 CONE OF SILENCE:

Respondents to this Advertisement or persons acting on their behalf **may not** contact members of the Evaluation Committee, or other THEA staff, THEA officers or THEA Board Members, or the Contractors representing THEA with this Advertisement and project once the advertisement has been published and until the THEA Board has made a final decision regarding the award of this contract.

Any communications regarding this Advertisement must be in writing to THEA, Attention Shannon Bush, Contracts & Procurement Manager via email at Procurement@tampa-xway.com.

Violation of this provision shall be cause for the Respondent's ELOR Package to be rejected and disqualified from further consideration.

1.10 MODIFICATION AND WITHDRAWAL:

ELOR Packages may be withdrawn by written request dispatched by the Respondent and received by THEA at any time prior to the deadline stated for the **Deadline for Submitting ELOR Package** referenced in Paragraph 1.4, Schedule of Events to the Contracts and Procurement Office via email (Procurement@tampa-xway.com).

Negligence on the part of the Respondent in preparing its ELOR Package confers no right of withdrawal or modification after the ELOR Package has been opened, at the appointed time and place by THEA.

ELOR Packages shall remain valid and in force for a period of one-hundred twenty (120) days after the opening date.

1.11 DISQUALIFICATION AND CANCELLATION OF THIS SOLICITATION:

THEA reserves the right to disqualify ELOR Packages before or after opening, upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Respondent.

THEA may consider any ELOR Package informal that is not prepared and submitted in accordance with the instructions as contained within this Advertisement, and may waive as informalities any irregularities, or reject any and all ELOR Packages, at its sole discretion.

THEA reserves the right to reject, at its sole discretion, any ELOR Package if the evidence submitted by the Respondent or an investigation of the qualifications and/or experience of the Respondent fails to satisfy THEA's Evaluation Committee that such Respondent is sufficiently qualified or experienced to carry out the obligations as required in this Advertisement. THEA also reserves the right to reject all ELOR Packages to the Advertisement, in its sole discretion.

THEA reserves the right to reject any or all ELOR Packages as not responsible or non-responsive; to re-advertise this Advertisement; to postpone or cancel this process; to waive irregularities in the Advertisement process or in the responses thereto; and to change or modify the Advertisement schedule at any time.

1.11.1 Examples of **not responsible** may include, without limitation, termination of a previous contract with THEA, financial weakness, lack of SBE participation, or multiple legal actions taken against the firm.

1.11.2 Examples of **non-responsive** may include, without limitation, failure to include all required information in response package, documents not properly signed, goods or services not in compliance with specifications, substitution of terms and conditions, limitation of liability, failure to comply with delivery schedule or qualification of response package contingent on another contract award.

1.12 WAIVER OF IRREGULARITIES:

THEA reserves the right to waive as informalities any irregularities contained in any Response Package received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Respondents. Minor irregularities are defined as those that will not have an adverse effect on THEA's interest and will not give a Respondent an advantage or benefit not enjoyed by other Respondents.

1.13 BINDING OFFER:

Respondent's submission of a ELOR Package will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a ELOR Package shall be taken as prima facie evidence that the Respondent has familiarized itself with the contents and requirements of this Advertisement.

1.14 COST OF PREPARATION:

The cost of preparing a ELOR Package to this Advertisement shall be borne entirely by the Respondent.

1.15 DELIVERY OF ELOR PACKAGE:

The deadline for delivery of Respondent's ELOR Package is no later than the date and time stated for the **Deadline for Submitting ELOR Package** referenced in Paragraph 1.4, Schedule of Events.

The delivery of Respondent's ELOR Package to THEA prior to the deadline is solely and strictly the responsibility of the Respondent.

All ELOR Packages shall be delivered to the location stated for the **Deadline for Submitting ELOR Package** referenced in Paragraph 1.4, Schedule of Events.

All ELOR Packages must be submitted in accordance with the instructions set forth within this Advertisement and specifically in accordance with the requirements of Section B, Project Information and Response Requirements.

Any response received after the date and time stated for the **Deadline for Submitting ELOR Package** referenced in Paragraph 1.4, Schedule of Events, will not be considered.

1.16 OPENING OF ELOR PACKAGES:

Sealed ELOR Packages will be received and opened on the date and time and at the location specified for the **Deadline for Submitting ELOR Package** referenced in Paragraph 1.4, Schedule of Events.

Respondents or their authorized agents are not required to attend the ELOR Package Opening; however the meeting is open to the public.

1.17 RESPONSE EVALUATION:

Respondents will be evaluated preliminarily on whether the Respondent is responsible and responsive to this Advertisement and then evaluated based on criteria that will be used by THEA for final ranking of the firms.

An Evaluation Committee consisting of representatives of THEA will be established to review and evaluate all responses submitted in response to this solicitation.

The Evaluation Committee will meet to evaluate the ELOR Packages and confirm ranking of the firms on the date, time and at the location stated for **Evaluation Committee Meets to discuss ELOR Packages and Confirm Ranking of Firms** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

The Evaluation Committee shall discuss the ELOR Packages and Interviews on the basis of the criteria as stated in Paragraph 1.20. The Evaluation Committee reserves the right to request additional information and clarification of any information submitted, including any omission from the original response.

After ranking of the Respondents by the Evaluation Committee, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Intended Final Ranking** referenced in Section A, Paragraph 1.4, Schedule of Events.

The ranking of firms based on the Evaluation Committee's evaluation will be presented to THEA's Board for consideration and approval, with a recommendation, the top ranked Respondent be selected for award of contract.

1.18 INTERVIEWS AND/OR PRESENTATIONS:

Interviews will be used to select the successful Respondent from an initial Shortlist.

Each shortlisted Respondent will be allotted 5 minutes for opening statements, followed

by a 30-minute oral interview.

Written questions will be provided to the shortlisted Respondents by the Authority 24 hours in advance of the Interview date.

1.19 EVALUATION CRITERIA:

The Response Packages will be scored by the Evaluation Committee per the criteria provided below. The maximum points to be earned in the Evaluation are one hundred (100) points per evaluator.

The following evaluation criteria will be used to determine the best qualified firms:

	EVALUATION CRITERIA	Maximum Points
1.	<p><u>Understanding the Scope</u></p> <p>The Respondent shall demonstrate their understanding of the scope of services including any unique issues involved in the construction project and their ability to meet the challenges. Assumptions (if any) should be clearly stated.</p>	25
2.	<p><u>Qualifications and Experience of Key Personnel</u></p> <p>The Consultant firm shall discuss the availability of qualified staff.</p> <ul style="list-style-type: none"> • Provide the name of the proposed CEI Senior Project Engineer, CEI Project Administrator/Project Engineer and names and roles of key personnel • Provide the credentials/expertise/experience of the Senior Project Engineer, Project Administrator/Project Engineer and other key individuals who are specifically licensed and/or CTQP certified to perform and/or oversee the work detailed in the scope of services • Explain the organization of its team and functional responsibilities of each subconsultant <p>Discuss the staffing quality and availability, individuals experience on similar projects</p>	25
3.	<p><u>Quality Assurance</u></p> <p>The Respondent firm shall demonstrate their implementation and commitment to a Quality Assurance Program that is specific to this project and meets the requirements of the scope of services.</p> <ul style="list-style-type: none"> • Discuss key aspects of the firm's QA program that are most important to its success on this project. • Present their project review and QA/QC approach. Include discussion on types of documents to be reviewed, frequency of reviews, official and unofficial reviews • Discuss project QA/QC responsibilities 	20
4.	<p><u>Communication</u></p> <p>The Respondent will discuss the THEA's ability to communicate with the Respondent's CEI Project Administrator/Project Engineer and Senior Project Engineer and their commitment in responding to THEA.</p> <ul style="list-style-type: none"> ▪ Discuss their approach to timely review and submittal of contractor invoices, THEA personnel action requests, and committing requested personnel in a timely manner. The Respondent shall discuss their communication with their subconsultants. The Respondent will discuss their approach to communicating with the Authority and with the public. ▪ Discuss their approach to communications with the Design-Build Firm and how the communication will be handled between the design phase and the construction phase of the project, including issue escalation. 	20
5.	<p><u>Workload:</u></p> <p>The Respondent shall discuss its recent, current and projected workload, as well as, workforce availability to undertake THEA work.</p> <ul style="list-style-type: none"> • Identify other current and projected work that the Respondent has or is pursuing and their impact on the staffing for this project 	10
	TOTAL:	100

1.20 FINAL SELECTION:

The ranking of firms based on the Evaluation Committee's scoring will be presented to the THEA's Board of Directors for consideration and approval with a recommendation that the highest-ranked firm be selected on the date, time and at the location stated for the **Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events. Respondents are not required to attend; however, the meeting is open to the public.

THEA's Board of Directors has the right to correct any errors in the evaluation and selection process that may have been made. THEA is not obligated to award a contract and THEA's Board of Directors may decide to reject all proposals.

After approval of the final ranking of the Respondents and award of a contract by THEA's Board of Directors, the results will be posted no later than the date, time and at the locations stated for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in Section A, Paragraph 1.4, Schedule of Events.

1.21 AWARD OF CONTRACT:

The award of the contract by THEA's Board of Directors, if made, will be within one hundred and twenty (120) days after the opening of the ELOR Packages.

Upon approval of the final ranking by the THEA Board of Directors, THEA will begin negotiations with the top ranked firm. Should THEA be unable to negotiate a contract with the top ranked firm that is satisfactory to THEA, in its sole and absolute discretion, negotiations shall be terminated, and THEA shall then undertake negotiations with the next top ranked firm until a satisfactory contract is achieved. Negotiations will include discussion of miscellaneous fees and other charges, insurance requirements and any other negotiable terms and conditions of the contract. Once THEA and the selected firm have negotiated a satisfactory agreement THEA may then enter into a contract with the selected firm.

1.22 SOLICITATION RESULTS:

Preliminary results will be available on the date, time and at the location specified for the **Posting of Notice of Intended Final Ranking** referenced in Paragraph 1.4, Schedule of Events.

Final results will be available on the date, time and at the location specified for the **Posting of Notice of Board Approval of Final Ranking and Award of Contract** referenced in Paragraph 1.4, Schedule of Events.

2. GENERAL CONDITIONS:

2.1 QUALIFICATIONS OF RESPONDENT:

Each Respondent shall be a FDOT Pre-Qualified Consultant for Construction Engineering Inspection Work Types 10.1, 10.3, and 10.4.

The Respondent must include with its ELOR Package a completed **FORM 7 – QUESTIONNAIRE** as contained in Section C, which will provide information on Respondent's experience, and staffing for performing the work, as well as, references and past history of contract defaults, termination for cause, claims, and litigation and other information to be used to evaluate the responsiveness of the Respondent for performing the work.

Failure to submit a completed **FORM 7 – QUESTIONNAIRE** shall be cause for determining the Respondent non-responsible and/or its ELOR Package non-responsive to the

solicitation resulting in rejection and disqualification at the sole option of THEA.

2.2 PERSONNEL:

ELOR Packages submitted for this advertisement will be evaluated, in part, based upon the qualifications of the Respondent's team and upon the qualifications of key personnel presented in the ELOR Package.

By submitting a ELOR Package, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the Scope of Work, including the specific individuals named in the Respondent's proposal.

The specific key personnel named in the Respondent's ELOR Package shall remain assigned for the duration of the project, unless otherwise agreed to in writing by THEA.

After award of the resulting contract from this Advertisement, in the event the selected firm proposes to substitute any of the key personnel, the individual(s) proposed as substitute(s) must demonstrate equal or superior qualifications and experience as required to successfully perform such duties. THEA shall have the sole right to determine whether key personnel proposed as substitutes are accepted and qualified to work on the project.

2.3 AVAILABILITY OF PERSONNEL:

Personnel described in the Respondent's ELOR Package shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Respondent and not employees or agents of THEA.

2.4 PROJECT MANAGER:

The Respondent shall designate from its staff a qualified "Project Manager" having 5 years of experience in performing and/or administering similar types of work as this project.

The "Project Manager" shall be the single point of contact as liaison with THEA during the procurement process and during performance of the project.

The "Project Manager" shall be the responsible person in charge of coordinating day to day work activities on task assignments, preparing the itemized task order estimates, schedules, payment applications, directing Contractors work forces, reports, day to day administrative matters, coordinating the SBE policy to achieve the established goals and other related items necessary to fulfill the requirements of the Contract.

The "Project Manager" may serve in another key role on the Respondent's team, for example Project Manager/Senior Project Engineer or Project Manager/Project Engineer.

2.5 CONTRACT:

The selected Respondent shall enter a contract with THEA for this project with the terms and conditions as specified within this Advertisement.

2.6 CONTRACT DURATION:

The estimated CEI contract duration is **2200** calendar days. The estimated duration is based on the maximum Design-Build contract duration of 1800 days plus 210 days for services before the DB Firm's notice to proceed, 10 days for services after Final Acceptance, and an additional 10% adjustment for inclement weather. The contract duration shall be adjusted depending on the contract time proposed by the successful Design-Build Firm.

The contract will have a thirty (30) day termination clause allowing for termination at the convenience of THEA.

2.7 CONTRACT ASSIGNMENT:

The selected Respondent may not make any assignments of their obligations resulting from this solicitation without the prior written authorization of THEA.

2.8 NON-EXCLUSIVITY OF CONTRACT:

The selected Respondent understands and agrees that any resulting contractual relationship is non-exclusive and THEA reserves the right to seek similar or identical services elsewhere if deemed in the best interest of THEA and to cancel any contract with a 30-day written notice from THEA.

2.9 COMPLIANCE:

THEA has the right to reject the ELOR Package or annul the award in the event Respondent's ELOR Package does not comply with any of the requirements outlined herein.

2.10 OWNERSHIP OF DOCUMENTS:

All documents resulting from this procurement process and subsequent contract will become the sole property of THEA.

2.11 PUBLIC RECORDS LAW:

In accordance with *Florida Statutes* Chapter 119, and, except as may be provided by other applicable State and Federal Laws, all Respondents should be aware that this Advertisement and all the responses thereto are in the public domain and are available for public inspection.

The Respondents are requested, however, to identify specifically any information contained in their ELOR Package which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exemption law.

All ELOR Packages received in response to this Advertisement will become the property of THEA and will not be returned.

2.12 INDEMNIFICATION (GENERAL LIABILITY):

The contract will contain an indemnification clause wherein the selected Respondent agrees to indemnify and hold harmless the THEA Board of Directors, THEA and its officers, and employees from all liabilities, damages, losses and costs, including but not limited to attorney fees, to the extent caused by the act, error, omission, negligence, recklessness or intentional wrongful conduct of the Respondent and other persons employed or utilize by the Respondent in performance of the contract.

2.13 INDEMNIFICATION (PATENT OR COPYRIGHT):

The selected Respondent shall indemnify and hold harmless, and defend the THEA Board of Directors, THEA and its officers, employees and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or be brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Respondent(s) during or after completion of the Work. These obligations shall survive acceptance of any goods, services, and/or performance and payment therefore by THEA.

2.14 PUBLIC ENTITY CRIMES STATEMENT:

A person, affiliate, or corporation who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, Subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for a period of 36 months from the date of being placed on the convicted vendor list.

Any such person, affiliate, or corporation wishing to propose on this Advertisement must include a current sworn statement pursuant to Section 287.133 (1) Florida Statutes, on public entity crimes. A copy of the required **PUBLIC ENTITY CRIMES FORM** is contained in Section C, as **Form 2**.

THEA may make inquiries regarding alleged convictions or public entity crimes. The failure of the Respondent to promptly supply information in connection with an inquiry or the failure to comply with the requirement contained within this section will cause the rejection of any submitted bid, offer, response, or proposal, at the sole discretion of the THEA.

2.15 INSURANCE REQUIREMENTS:

For the term of this project and agreement, during contract award the Respondent shall procure and maintain insurances of the types and limits specified in **ATTACHMENT 2, INSURANCE REQUIREMENTS, COVERAGES AND LIMITS**.

2.16 BID SECURITY:

A Bid Security is not required for this solicitation.

2.17 PAYMENT AND PERFORMANCE BOND:

A Payment and Performance Bond is not required for this solicitation.

2.18 CONFLICTS OF INTEREST:

The Respondent shall state if it represents clients that may present conflicts or potential conflicts with representation of THEA. Respondent shall provide a list of any potential conflicts by description. Respondent need not identify a particular client. If conflicts are listed, the Respondent shall address how these conflicts will be resolved. A copy of the required **CONFLICTS OF INTEREST STATEMENT** is contained in Section C as **Form 6**.

2.19 SCRUTINIZED COMPANIES:

Section 287.135 of the *Florida Statutes* prohibits governmental entities from contracting for goods and services of \$1 million or more with companies that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.

A company that, at the time of bidding or submitting a proposal for a new contract is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondents must certify that it is not listed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473 *Florida Statutes*, or engaged in business operations in Cuba or Syria.

The resulting contract from this solicitation shall contain a provision that allows for immediate termination of the contract by THEA if the Respondent/Contractor is found to have submitted a false statement or if Respondent/Contractor during the term of the resulting contract is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List

created pursuant to Section 215.473 *Florida Statutes*, or becomes engaged in business operations in Cuba or Syria.

Respondents are required to complete and submit the Certification Regarding Scrutinized Companies Lists with its Response Package. A copy of the required **CERTIFICATION REGARDING SECURITIZED COMPANIES LIST** is contained in Section C as **Form 8**.

2.20 E-VERIFY SYSTEM:

Pursuant to the State of Florida, Office of the Governor, Executive Order Number 11-116, Verification of Employment Status, the selected firm entering a contract for this Advertisement shall utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the Respondent during the term of the resulting contract from this solicitation.

The selected Respondent entering a contract for this Advertisement shall also require subcontractors performing work or providing services during the term of the resulting contract from this solicitation to utilize the U.S. Department of Homeland Security's E-Verify System (www.uscis.gov) in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons employed by the subcontractor during the term of the resulting contract from this solicitation.

The selected firm and all its subconsultants shall provide proof of registration and required certificate (as of January 1, 2021) in the E-Verify system to THEA upon execution of a contract.

2.21 NOTICE OF PROTEST:

2.21.1 Protests Prior to Notice of Award:

Any person wishing to protest THEA's procurement process or its solicitation documents for the procurement of services must file a Notice of Intent to Protest

accompanied by a Protest Bond in the amount of \$5,000, or for such amount as set forth in the solicitation documents within 72 hours of THEA's publication of the solicitation documents, (excluding Saturdays, Sundays, and legal holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the Protesting party's position and arguments of law, including any evidence supporting the position.

2.21.2 Protests After Notice of Award:

Any person wishing to protest THEA's actions leading up to a notice of recommendation to either reject any or all bids, or to make a selection or award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount of \$5,000, or for such amount as shall be set forth in the solicitation documents with THEA within 72 hours of THEA's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). The Protest Bond required herein shall be in addition to the Protest Bond referenced in Paragraph 2.27.1 above. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that THEA erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

2.22 ELOR PACKAGE REVIEW:

To assist Respondents in preparing and submitting a complete ELOR Package, a checklist is included for Respondent's use.

The **RESPONDENT'S ELOR PACKAGE REVIEW CHECKLIST** is contained in Section C as **Form 11**.

2.23 RESTRICTION ON CONSULTANTS ELIGIBILITY TO COMPETE FOR THIS PROJECT

A consultant firm, its affiliate, or sub-consultant that is under Contract with THEA for the development of this ELOR solicitation cannot be part of a Respondent's team proposing on this solicitation. A consultant firm, its affiliate, or sub-consultant that is part of a proposing Design-Build Team for the South Selmon Capacity Project cannot be part of a Respondent's team proposing on this solicitation.

[END OF SECTION A – GENERAL INFORMATION AND GENERAL CONDITIONS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION B

**PROJECT INFORMATION AND
RESPONSE REQUIREMENTS**

FOR

**EXPANDED LETTER OF RESPONSE (ELOR)
CONSTRUCTION ENGINEERING & INSPECTION
(CEI) SERVICES**

FOR

South Selmon Capacity Project

Contract No. O-0822

SECTION B

PROJECT INFORMATION AND RESPONSE REQUIREMENTS

- 1. Description of Project and Scope of Services
 - 1.1 Description of Project
 - 1.2 Scope of Services
- 2. Response Requirements
 - 2.1 ELOR Package

1. **DESCRIPTION OF PROJECT AND SCOPE OF SERVICES:**

1.1 **DESCRIPTION OF PROJECT:**

Tampa Hillsborough Expressway Authority (THEA) is soliciting responses from qualified firms interested in providing Construction Engineering and Inspection (CEI) Services for the South Selmon Capacity I Project.

1.2 **SCOPE OF SERVICES:**

A Scope of Services is attached hereto as **Attachment 4 ~ Scope of Services**.

2. **RESPONSE REQUIREMENTS:**

Respondents are advised to carefully follow the instructions as contained within this section in order to be considered fully responsive to the solicitation. Respondents are further advised that lengthy or wordy submissions are not necessary. Responses should be prepared simply and economically, providing a straight-forward, concise description of the Respondent's ability to fulfill the requirements of this solicitation.

2.1 **ELOR PACKAGE:**

All ELOR Packages must be submitted in an opaque sealed envelope having the outside marked "Sealed ELOR Package" with the name of the Respondent, Respondent's address, the title of the project and project number for which the Response is submitted and the date of the Response submittal deadline.

Submittal Deadline - The deadline for delivery of Respondent's ELOR Package is no later than the date and time and at the location stated for the **Deadline for Submitting ELOR Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Submittal Quantities - One electronic copy of the ELOR Package in Adobe PDF shall be submitted via email to THEA Procurement by the date, time and at the location stated for the **Deadline for Submitting ELOR Package** referenced in Section A, Paragraph 1.4, Schedule of Events.

Format - The response should be submitted on 8 ½-inch by 11-inch pages. Each page should be typewritten and single-spaced with a minimum font size of 10. Text should be presented single-sided on each separate page. Graphics and photographs shall be held to a minimum.

The electronic files of Respondent's ELOR Package must be in Adobe PDF and no individual file should be larger than 10 MB.

Signature - All responses must be either manually or digitally signed by an authorized officer, principal or partner (as applicable).

Content - In order to ensure a uniform review process and to obtain the maximum degree of understanding of the Respondent's abilities, experience and qualifications, it is **required** that Respondent's ELOR Package be organized, tabbed and submitted as follows:

1. **Table of Contents**

2. Expanded Letter of Response (ELOR)

A maximum of **five (5) pages** will be allowed for the “Expanded Letter of Response” element. The five-page limit does not include Organizational Chart, Resumes, Forms, or Staff hour Estimate. The Expanded Letter of Response (ELOR) (shall contain the following:

a) Minimum Requirements:

- State the Advertisement Name and Number (“CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SOUTH SELMON CAPACITY PROJECT, Contract Number **O-0822**”);
- Name of Firm;
- Firm Address;
- Firm Telephone Number;
- Project Manager’s Name (Project Manager will be considered the primary contact for the Respondent during the ELOR process **and** during performance of the project);
- Project Manager’s Address;
- Project Manager’s Telephone Number;
- Project Manager’s Email Address;
- Statement indicating Project Manager’s number of years’ experience in support of this ELOR or similar services;
- A brief statement of interest;
- A brief statement of qualifications of Respondent’s team;
- State whether or not Respondent firm is a SBE as defined by THEA SBE Policy (reference Section A, Paragraph 2.16.1);
- Identify any SBE team members;
- Statement confirming Respondent’s ability to meet the requirements of this solicitation;
- Statement confirming Respondent and its Project Manager providing the services meets the minimum qualifications and minimum requirements of this solicitation;

b) Past Performance:

- Respondent’s past performance and references on projects of similar type and size and roles of personnel proposed for this project on those projects.
- Respondent’s past performance demonstrating ability to meet and adhere to project schedules and budgets

c) Respondent’s Understanding of the Scope/Approach to Quality Assurance:

- Respondent’s detailed approach to provide services & willingness and ability to meet and adhere to project schedules and budgets.

d) Workload:

- Respondent’s recent, current and project workload, as well as,

workforce availability to undertake THEA work.

e) Communication:

- Respondent's ability to communicate with the THEA, responsiveness to the THEA, subconsultants, and with the public.
- Respondent's approach to communications with the Design-Build Firm.

f) Qualifications and Experience of Key Personnel:

- Detailed confirmation statement that Respondent meets the minimum requirements as described in Section A, 2, 2.1

3. Organizational Chart

Attach an organizational chart that includes the following:

- Identify key members of Respondent's team including the proposed CEI Senior Project Engineer, CEI Project Administrator/Project Engineer and Senior Inspector
- State firm name for key members of Respondent's team (if from a Subcontractor);
- State office location (city and state) for key members of Respondent's team.

Only those members of the team who will **actively** participate under the potential work assignments should be included. Individuals who would be available on an "as-needed" basis should be omitted.

A maximum of 1 page will be allowed for the "Organization Chart" element. The Organizational Chart may be submitted on paper sized larger than 8½" x 11" if folded neatly to 8½" x 11".

4. Resumes

Include one-page resumes for the Project Manager and the key active participants of Respondent's team.

Construction Training and Qualification Program (CTQP) printouts may also be submitted, if applicable.

5. Forms

The following forms are required to be completed, signed, notarized when indicated and included in Respondents' Response Package.

- **Form 1 - Declaration of Respondent**
- **Form 2 - Public Entity Crimes Form**
- **Form 3 - Conflicts of Interest Statement**
- **Form 4 – Questionnaire**
- **Form 5- Certification Regarding Scrutinized Companies List**
- **Form 6 - Acknowledgement of Receipt of Addendum**
- **Form 7 - Respondent's ELOR Package Review Checklist**

6. Staff Hour Estimate

Provide a one-page summary sheet indicating estimated staff hours for the Respondent and all Subconsultants. Do not include additional narrative content. Examples of acceptable and unacceptable content are provided at the following link.

<https://www.fdot.gov/procurement/SubmittalExamples.shtm>

[END OF SECTION B – PROJECT INFORMATION AND RESPONSE REQUIREMENTS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

SECTION C

REQUIRED FORMS

FOR

**EXPANDED LETTER OF RESPONSE (ELOR)
CONSTRUCTION ENGINEERING & INSPECTION
(CEI) SERVICES**

FOR

South Selmon Capacity Project

Contract No. O-0822

**SECTION
C**

**REQUIRED
FORMS**

Required forms to be completed, signed, notarized when indicated and included in Respondent's ELOR Package:

- FORM 1: Declaration of Respondent
- FORM 2: Public Entity Crimes Form
- FORM 3: Conflicts of Interest Statement
- FORM 4: Questionnaire
- FORM 5: Certification Regarding Scrutinized Companies Lists
- FORM 6: Acknowledgement of Receipt of Addendum(s) Issued
- FORM 7: Respondent's ELOR Package Review Checklist

Note: Failure to submit the required forms may result in Respondent's ELOR Package being determined non-responsive and rejected.

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

FORM 1 – DECLARATION OF RESPONDENT

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and Inspection
Services for the South Selmon Capacity
Project**

Contract No. O-0822

DECLARATION OF RESPONDENT

1. Name of Respondent: _____
(FIRM, CORPORATION, BUSINESS OR INDIVIDUAL)
2. Name of Contact Person: _____
3. Our local (to Tampa, Florida) business and mailing address is: _____

4. Professional License Number is: _____
5. The Project Manager assigned to this contract has a current Professional License Number of _____ issued by the State of _____.
6. Federal I.D. Number: _____
7. Our primary business address is: _____
8. Our present business phone number is: _____
9. Our present fax number is: _____
10. Our present e-mail address is: _____
11. Our business has been operating under its present name since: _____

The below named Respondent affirms and declares:

- (1) That the Respondent has contractual capacity and that no other person, Respondent, or corporation has any interest in this ELOR.
- (2) That this ELOR is made without any understanding, agreement, or connection with any other person, Respondent or corporation making a response for the same purpose and is in all respects fair and without collusion or fraud.
- (3) That the Respondent is not in arrears to the Tampa-Hillsborough County Expressway Authority (THEA) upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to THEA.
- (4) That the Respondent is not in litigation or been disbarred from doing business with THEA.
- (5) That no officer or employee or person whose salary is payable in whole or in part by THEA, is, shall be, or become interested, directly or indirectly, as surety or otherwise in this ELOR; in the performance of the contract; for the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof. (6) That by submitting this ELOR, the Respondent agrees and acknowledges that it will provide the full complement of staff required to perform the scope of work, including the specific individuals named in the its ELOR and

the specific key personnel named in its ELOR shall remain assigned for the duration of the project, unless otherwise agreed to in writing by the THEA.

- (7) By submitting this ELOR, Respondent accepts and acknowledges that Respondent can comply with all terms and conditions set forth in the Advertisement including, without limitation, the insurance and performance/payment bond requirements and the indemnification provisions.
- (8) The person signing hereby warrants that they are duly authorized to sign and bind on behalf of the Respondent.

IN WITNESS WHEREOF, this response is hereby signed and sealed as of the date indicated below.

ATTEST:

(Witness Signature)

(Printed Name of Witness)

(Witness Signature)

(Printed Name of Witness)

RESPONDENT:

Firm Name

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

NOTE: The person signing for the Respondent shall in his/her own handwriting, sign the Company's name, his/her own name and his/her title. Where the person signing for a corporation is other than the President or Vice-President, he/she must by affidavit, show his/her authority to bind the Company. Said affidavit shall be attached to this Declaration of Respondent.

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____ 20_____, by

(Name of Individual Signing)

Signature of Notary Public

My Commission Expires: _____

[Apply Notary Seal Here]

[END OF FORM 1 - DECLARATION OF RESPONDENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 2 – PUBLIC ENTITY CRIMES
STATEMENT**

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and Inspection
Services for the South Selmon Capacity
Project**

Contract No. O-0822

PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES

1. This sworn statement is submitted to Tampa-Hillsborough County Expressway Authority
by _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this
sworn statement: _____.)

2. I understand that a "public entity crime" as defined in a Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjunction of guilt in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
- i. A predecessor or successor of a person convicted of a public entity crime; or
 - ii. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of

goods or services let by a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on the information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate with a check mark which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[Attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Date

State of _____

County of _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

_____ who, after first being sworn by me, affixed his/her signature in
[Name of individual signing]

the space provided above on this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

[Notary Seal]

[END OF FORM 2 – PUBLIC ENTITIES CRIME STATEMENT]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 3- CONFLICTS OF INTEREST
STATEMENT**

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and Inspection
Services for the South Selmon Capacity
Project**

Contract No. O-0822

CONFLICTS OF INTEREST STATEMENT

Check one of the boxes below:

- ☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this solicitation and project.

OR

- ☐ The undersigned firm, by attachment to this form, submits information which **may** be a potential conflict of interest due to other clients, contracts or property interest for this Advertisement and project.

RESPONDENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

Title of Signer)

(Date Signed)

[END OF FORM 3 – CONFLICTS OF INTEREST STATEMENT]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

FORM 4 - QUESTIONNAIRE

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and Inspection
Services for the South Selmon Capacity
Project**

Contract No. O-0822

QUESTIONNAIRE

Bidder shall complete this questionnaire, sign, date and submit with its bid.

1. **BUSINESS INFORMATION:**

1.1 Name of Primary Contractor (Bidder): _____

1.2 Location of primary office which will handle this project:

1.3 Business Organization:

a) Number of years your firm (under any name) has been in Business: _____

b) With same person in top management position: _____

c) Under present name: _____

d) Number of years in Florida: _____

e) Total number of full-time staff: _____

f) Additional part-time staff: _____

g) States in which you have performed activities: _____

2. **MINIMUM QUALIFICATIONS:**

2.1 **Minimum Requirements:**

This Project requires that **Prime Contractor:**

a. Have previous experience with similar projects and previous experience in providing services related to this ELOR.

b. Procures and maintains insurance of the types and limits as specified in Section C, Attachment 3 – Insurance Requirements, Coverages and Limits.

3. **EXPERIENCE AND REFERENCES:**

3.1 Experience:

3.1.1. State the total contract volume and value that your organization has been responsible for in the past five years in:

a. Total Dollar value _____

b. Number of Contracts _____

3.1.2. List the dollar volume and number of governmental projects your organization has completed in the past 5 years:

a. Dollar Value _____

b. Number of government projects _____

3.2 Provide information on at least three projects that Contractor has performed within the past five (5) years that were similar to this project. List chronologically, starting with the last project:

3.2.1 **Project # 1:**

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____

- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project:

- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.2 Project # 2:

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____

- m. Describe Your Specific Scope of Work: _____

- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes of No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____
- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: _____
- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

3.2.3 Project # 3:

- a. Date Project Completed: _____
- b. Project Name: _____
- c. Owner Name: _____
- d. Owner Address: _____
- e. Owner Telephone: _____
- f. Name of Reference for this Project: _____
- g. Relationship of Reference to Owner: _____
- h. Title and Position Reference Held for this Project: _____
- i. Firm name where Reference was employed for this project: _____
- j. Reference's Telephone: _____
- k. Dollar Amount: _____
- l. List any other special criteria i.e. specialized repair or equipment, etc. worked: _____
- m. Describe Your Specific Scope of Work: _____
- n. General Contract Amount: _____
- o. Your Participation Was: _____
- p. Completion Date: _____
- q. Was the Project completed on time? _____
- r. Was the Project completed within budget? _____
- s. If not, explain: _____
- t. Penalties imposed? (Yes or No; if Yes explain) _____
- u. Any liens, claims, or lawsuits? (Yes or No, if Yes explain) _____

- v. If a D/W/MBE or Small Business Enterprise (SBE) percentage goal was required, indicate what the goal was and what success did your firm have in achieving the goal. _____
- w. Provide names and phone numbers of the D/W/MBE or SBE firms used on the project: _____
- x. Any other pertinent information? _____

[Use additional sheets as necessary.]

4. STAFF:

- 4.1 Provide information on Respondent's staff that will be assigned to this Project including name, years' experience, credentials and applicable professional licenses.

POSITION	EMPLOYEE NAME	CREDENTIALS & PROFESSIONAL LICENSE	YEARS EXPERIENCE
Project Manager			
Other			

- 4.2. Provide a profile of your staff listing classification of personnel, number of personnel and combined years of experience.

Classification	Number of Personnel	Combined Years of Experience	No. of 4-year Degrees
Project Manager	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
Other	_____	_____	_____

[END OF FORM 4 - QUESTIONNAIRE]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 5 - CERTIFICATION REGARDING
SCRUTINIZED COMPANIES LISTS**

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and Inspection
Services for the South Selmon Capacity
Project**

Contract No. O-0822

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

This certification is required pursuant to Florida Statute, Section 287.135.

A company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Cuba or Syria, is ineligible for, and may **not** bid on, submit a proposal for, or enter into or renew a contract with an agency or local government entity for goods or services of \$1 million or more.

Respondent / Bidder Name: _____

Respondent /Bidder FID or EIN: _____

Address: _____

City: _____ State: _____ Zip: _____

I hereby warrant that I am duly authorized to sign and bind on behalf of the company listed above as the "Respondent/Bidder".

I hereby certify and affirm that the company listed above as the "Respondent/Bidder" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Florida Statute Section 215.473, or engaged in business operations in Cuba or Syria.

I understand pursuant to Florida Statute, Section 287.135, the submission of a false certification may subject the Respondent/Bidder to civil penalties, attorney's fees and/or costs.

RESPONDENT/BIDDER:

By: _____
(Authorized Signature)

(Printed Name of Signer)

(Title of Signer)

(Date Signed)

[END OF FORM 5 – CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 6 – ACKNOWLEDGMENT OF
RECEIPT OF ADDENDUM**

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and
Inspection Services for the South
Selmon Capacity Project**

Contract No. O-0822

FORM 6

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDUM

Were Addendum issued on this Solicitation?

- ☐ Yes
- ☐ No

I (We) hereby acknowledge receipt of the following Addendum/Addenda issued in reference to this solicitation by listing the Addendum by number, date and signing the form:

Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____
Addendum	_____	Date:	_____

RESPOND
ENT:

By: _____
(AUTHORIZED SIGNATURE)

(Printed Name of Signer)

(Title of
Signer)

(Date
Signed)

**[END OF FORM 6 – ACKNOWLEDGMENT OF RECEIPT OF
ADDENDUM]**

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**FORM 7 – RESPONDENT’S ELOR
PACKAGE REVIEW CHECKLIST**

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and
Inspection Services for the South
Selmon Capacity Project**

Contract No. O-0822

FORM 7

RESPONDENT'S ELOR PACKAGE REVIEW CHECKLIST

Respondent's ELOR Package **must be** organized and labeled following the instructions as contained in Section B, Project Information and Response Requirements, Paragraph 2.1, ELOR Package.

Proposal Format	Section Title
	1. Table of Contents
	2a. ELOR – Minimum Requirements and Statement of Qualifications
	2b-2d. ELOR – Past Performance, Approach/Understanding, Workload
	2e. ELOR - Communication
	2f. ELOR - Qualifications and Experience
	3. Organizational Chart
	4. Resumes
	5. Completed Forms Form 1 - Declaration of Respondent Form 2 - Public Entity Crimes Statement Form 3 - Conflicts of Interest Statement Form 4 - Questionnaire Form 5- Certification Regarding Scrutinized Companies List Form 6 - Acknowledgement of Receipt of Addendum Form 7 - Respondent's ELOR Package Review Checklist
	6. Staffhour Estimate
	Electronic file format of ELOR shall be Adobe PDF and size of file or combined files shall be not exceed 10 MB

By submitting this response, we accept and acknowledge that we can comply with all terms and conditions set forth in the ELOR including, without limitation, the insurance and performance/payment bond requirements and the indemnification provision.

Name of Person Responsible for ELOR

Date

Title of Person Responsible for ELOR

Company Name

[END OF FORM 7 - RESPONDENT'S RESPONSE PACKAGE REVIEW CHECKLIST]

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

SECTION D

ATTACHMENTS

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and
Inspection Services for the South
Selmon Capacity I Project**

Contract No. O-0822

SECTION D

ATTACHMENTS

1. Insurance Requirements, Coverages and Limits
2. Scope of Services
3. Letters of Clarification (when issued)
4. Addendum (when issued)
5. South Selmon Capacity Project Request for Proposal

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 1 – INSURANCE
REQUIREMENTS, COVERAGES AND LIMITS**

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and
Inspection Services for the South
Selmon Capacity Project**

Contract No. O-0822

INSURANCE REQUIREMENTS, COVERAGES and LIMITS
for
Tampa-Hillsborough County Expressway Authority

Contractors, Contractors and Vendors, hereinafter referred to collectively and individually as "Insured" conducting business with the Tampa-Hillsborough County Expressway, "THEA" are required to maintain adequate insurance coverages and provide insurance certification to the THEA.

A. INSURANCE REQUIREMENTS:

- 1) All insurance shall be from responsible insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies or companies with AM Best ratings lower than A- or a financial size category lower than VII may be approved on a case by case basis. If the insurer does not meet these requirements, the THEA retains the right to approve or disapprove the use of the insurer.
- 2) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide that the THEA, its officials, officers and employees are additional named insured as to the operations of the INSURED under the contract.
- 3) INSURED'S liability policies, other than the Workers' Compensation and Professional Liability, shall provide the "Severability of Interest" provision (a/k/a "Separation of Insured" provision).
- 4) The INSURED'S Certificate of Insurance(s) shall provide THEA as an additional certificate holder for all policies issued.
- 5) The INSURED'S Certificate of Insurance(s) shall state the description of the operations, i.e., "Name of Agreement" between THEA and "Name of Insured" and shall state the Contract Number assigned for the contract between THEA and the INSURED.
- 6) The INSURED shall deliver to the THEA, within ten (10) days from the receipt of a Notice of Award of the contract, properly executed Certificate(s) of Insurance on insurance industry standard certificate of insurance form(s) (example: ACORD form) setting forth the insurance coverages and limits required herein. All of the required insurance coverages shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 7) Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract. Three years completed operations coverages may be required to be maintained on specific commercial general liability policies and/or professional liability policies effective on the date of substantial completion or the termination of the contract, whichever is earlier.
- 8) Aggregate Policy Limits on policies required of INSURED shall apply exclusively for the contract .
- 9) INSURED authorizes the THEA to verify its insurance information with its insurance

agents, brokers, surety, and insurance carriers. At THEA's request, INSURED shall provide copies of the policies at no cost to the THEA, subject to redaction by the INSURED of any proprietary information.

- 10) All insurance coverages of the INSURED shall be primary to any insurance or self-insurance programs carried by the THEA; and any THEA insurance or coverages shall not be contributory to INSURED'S insurance requirements in the contract.
- 11) The insurance coverages and limits required of the INSURED under the contract are designed to meet the minimum requirements of the THEA. They are not designed as a recommended insurance program for the INSURED. The INSURED alone shall be responsible for the sufficiency of its own insurance program.
- 12) All policies of insurance required herein will be specifically endorsed to require the insurer provide the THEA with thirty (30) day notice prior to any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverages required in the contract, except for the application of the Aggregate Limits Provisions.

The endorsement will specify that such notice will be sent to:

Tampa-Hillsborough County Expressway
Authority, (THEA)
Contracts & Procurement Manager
1104 East Twiggs St, Suite 300
Tampa, FL 33602

- 13) The THEA accepts no responsibility for determining whether the INSURED'S insurance is in full compliance with the insurance required by the contract. Neither the approval by the THEA nor the failure to disapprove the insurance furnished by the INSURED will relieve the INSURED of their full responsibility to provide the insurance required by the contract.
- 14) If the INSURED fails to provide or maintain the insurance coverages required in the contract, the THEA may terminate or suspend the contract, or, at THEA's sole discretion, may obtain such coverages and invoice the INSURED and include a 15% administrative cost. If not paid within 45 days, the amount will be deducted from INSURED'S invoice. The decision of the THEA to purchase such insurance coverages shall in no way be construed as a waiver of its rights under the contract.
- 15) INSURED shall fully comply with the insurance requirements of the contract unless excused in writing by the THEA. Any deductible applicable to any claim shall be the responsibility of the INSURED.
- 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company that to their knowledge, as of the date of the contract, there are no pending claims or legal actions against the INSURED, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein.
- 17) Current Insurance Service Office (ISO) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the THEA without restrictive endorsement.
- 18) The INSURED will not commence work, use or occupy THEA premises in

connection with the contract until the required insurance is in force, preliminary evidence of insurance acceptable to the THEA has been provided to the THEA and the THEA has granted permission to the INSURED to commence work or use or occupy the premises in connection with the contract.

- 19) Upon request, the INSURED shall promptly make available a certified, true and exact copy of the insurance policy and endorsements issued to the policy and any renewal thereof for THEA's review and inspection. In the event of cancellation or non-renewal of this insurance, the INSURED agrees to purchase the maximum "extended claims reporting period" permitted under the policy within the time allowed, unless replacement coverages is obtained with retroactive coverages applicable as of the date the INSURED services started under the contract.
- 20) All insurance minimum coverages limits extend to any Subcontractor and the Prime INSURED is responsible for all Subcontractors.

B. INSURANCE COVERAGES and LIMITS:

For the term of the contract the INSURED shall procure and maintain insurances of the types and limits specified herein.

- 1) **Workers' Compensation and Employers' Liability Insurance** - The minimum limits of Worker's Compensation/Employer's Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

Workers' Compensation Requirements	Florida Statutory
Employers' Liability	
Each Accident	\$500,000
Disease – Policy Limit	\$500,000
Disease - Each Employee	\$500,000

- 2) **Commercial General Liability Insurance** - The minimum limits of Commercial General Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) are:

General Aggregate	\$1,000,000
Per Person	\$1,000,000
Each Occurrence	\$2,000,000
Personal Injury	\$1,000,000
Property Damage	\$1,000,000
Products & Completed Operations	\$1,000,000

The General Aggregate Limit must be specifically applicable to the AGREEMENT between THEA and the INSURED.

The Certificate must reflect whether the policy is "claims made" or "occurrence".

Products & Completed Operations coverages to be maintained for three (3) years after final completion of the work under the contract.

- 3) **Business Automobile Liability Insurance** - The minimum limits of Business Automobile Liability Insurance (inclusive of any amount provided by an umbrella or excess policy) covering ownership, maintenance, use, loading and unloading of all its owned, non-owned, leased or hired vehicles are:

Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	\$1,000,000
Bodily Injury & Property Damage Combined	\$1,000,000

- 4) **Umbrella Liability Insurance or Excess Liability Insurance** – Umbrella Liability Insurance or Excess Liability Insurance must provide the same coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits.

Bodily Injury & Property Damage Combined	
Each Occurrence	\$2,000,000
Aggregate (specific to this AGREEMENT)	\$2,000,000
Aggregate (not specific to this AGREEMENT)	\$1,000,000

- 5) **Professional Liability Insurance, also known as “Errors and Omissions”.**

The minimum limits of Professional Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim	\$1,000,000
Aggregate	\$1,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. This coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under the contract .

- 6) **Fiduciary Liability Insurance** - The minimum limits of Fiduciary Liability Insurance covering all work of the INSURED without any exclusions unless approved in writing by the THEA are:

Each Claim	\$5,000,000
Aggregate	\$5,000,000

Any deductible applicable to any claim shall be the responsibility of the INSURED and shall not be greater than \$100,000 unless approved by the THEA in writing. The coverages shall be maintained by the INSURED for a period of not less than three (3) years from the date the INSURED has completed and the THEA has accepted the services under the contract .

- 7) **Environmental Impairment (Pollution) Liability, (if required)** – Environmental Impairment (Pollution) Liability insurance is required only if specifically stated in the LOR Instructions and Submittal Documents package at Section A, Paragraph 2.17.

If required, the minimum limits of Environmental Impairment (Pollution) Liability insurance coverages (inclusive of any amount provided by an umbrella or excess policy) for liability resulting from pollution or other environmental impairment in

connection with operations performed by or on behalf of INSURED under the contract or the use or occupancy of THEA premises by or on behalf of the INSURED are:

Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

[END OF ATTACHMENT 1 - INSURANCE REQUIREMENTS, COVERAGES AND LIMITS]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

ATTACHMENT 2 – SCOPE OF SERVICES

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and
Inspection Services for the South
Selmon Capacity Project**

Contract No. O-0822

SCOPE OF SERVICES

**Construction Engineering and Inspection Services
for the South Selmon Capacity Project**

FOR

**Contract No.:
O-0822**

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction project listed below.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Tampa-Hillsborough County Expressway Authority (THEA) and Florida Department of Transportation (Department or FDOT) manuals, and procedures.

The project for which the services are required is:

Description: South Selmon Capacity Project
County: Hillsborough County
THEA Project No. O-0662

Exercise independent professional judgment in performing obligations and responsibilities under the contract. Pursuant to Section 4.1.4 of the Department's Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's Project Administrator shall be identical to the Department's Resident Engineer and Project Administrator respectively and shall be interpreted as such.

Services provided by the Consultant shall comply with Department manuals, procedures, and memorandums in effect as of the date of execution of a contract unless otherwise directed in writing by the Authority. Such Department manuals, procedures, and memorandums are found at the FDOT **State Construction Office's website** (<https://www.fdot.gov/construction>).

The Authority requires improvements to the Selmon Expressway from west of Himes Avenue to east of Florida Avenue which will provide for a 6-lane section by widening the existing roadway to the outside, and which will ultimately accommodate a future 8-lane section without further outside widening. The proposed typical section consists of three 12-ft. lanes, a 5-ft. outside shoulder, and an 18-ft. inside shoulder in both directions.

Construct at initiation of construction work a temporary 8' fence with fabric covering on the east side of the Selmon Expressway along the entire length of limited access right-of-way as a dust, debris and visual barrier.

Remove existing barrier wall, reconstruct and widen roadway approximately 9' to the outside in both directions. Construct a new retaining wall with a concrete barrier wall/noise wall (8'-0") to accommodate the widening. The existing median barrier wall will remain. The concrete barrier wall/noise wall (8'-0") shall be constructed along the entire project length in both directions from the beginning of the Project to west of the Hillsborough River.

Replace existing westbound Selmon Expressway bridge over Platt Street and Tampa Street On-ramp bridge to westbound Selmon Expressway as shown in the Concept Plans. Widen existing

bridges as shown in the Concept Plans approximately 9' to the outside in both directions with concrete barrier wall/noise wall (8'-0"). Perform inside widening on those bridges where necessary to maintain ingress and egress at the interchanges, or for temporary traffic control. Re-deck those bridges that have been identified in the Concept Plans.

Provide barrier transitions at bridge approaches appropriate for the design speed of the facility.

Provide impact attenuators at ramp gores for the proposed design speed of the roadway.

Update existing guard rail within the project limits to meet current FDOT standards.

Construct 22'-0" post and panel noise wall along the eastbound exit ramp to the S. Willow Avenue and W. Platt Street intersection.

Match existing vertical profile grades and horizontal curvature for any widening that may occur on either the Selmon Expressway or ramps.

Mill and resurface full width mainline. Extend full width mill and resurface limits to provide for pavement restoration of all areas subjected to striping alterations during construction and within the project limits in order to restore a clean final appearance at Project completion.

Mill and resurface ramps as identified in the Concept Plans.

Design and construct wrong way driving countermeasures and infrastructure at all exit ramps within the project limits.

Construct signing and pavement markings as per Master Signing Plan and FDOT Standards requirements.

Construct new signals, intersection and ramp improvements at the W. Euclid Avenue entrance and exit ramps.

Construct new signal at the W. Bay to Bay Boulevard entrance ramps. Upgrade signal at the W. Bay to Bay Boulevard exit ramp.

Upgrade signals at the intersections of W. Brorein Street and S. Plant Avenue and E. Brorein Street and S. Morgan Street.

Construct all LED conventional highway lighting in median to provide lighting levels to meet FDOT requirements in conjunction with existing median lighting constructed as part of the South Selmon Safety DB Project. Provide temporary median light poles where required on bridges not widened in the median on this Project. The LED lighting or lighting control systems shall not operate at 915 MHz or otherwise interfere with the toll equipment on the Selmon Expressway.

Construct Willow Interchange improvements including:

- Conversion of eastbound Selmon Expressway/Willow Ave single-lane off ramp to a two lane-off ramp.
- Conversion of westbound Selmon Expressway/Willow Avenue single-lane off ramp to a two-lane off ramp tying into the Willow Avenue/Cleveland Street intersection as one shared left-through lane, one exclusive through lane, and one shared through-right lane to create a fifth leg.
- Conversion of westbound Selmon Expressway/Plant Avenue single-lane ramp to a two-lane off ramp.
Replace Toll Gantries, Toll Infrastructure, etc. at Eastbound Willow Interchange Exit Ramp, at Mainline Selmon Expressway Eastbound and Westbound between So. Plant Ave. and Bayshore Blvd.; Westbound Plant Avenue Exit Ramp. Note: Toll Operations are to be maintained during Construction.

Anticipated Bridge Structures work on the project includes the following: Bridge Removal, Construction of New Bridges with New Approach Slabs, Bridge Widening, Bridge Re-decking, Recoating Existing Steel Bridges, New Approach Slabs, and Independent Peer Review of Bridge Designs,

Maintain and Restore ITS/ATMS connectivity during construction with a 144 pair fiber trunks lines on each side of the Selmon Expressway. Furnish and install all infrastructure necessary for ITS/ATMS connectivity upon project completion as per Master ITS Plan and FDOT Standards.

The intent of the South Selmon Capacity Project is to replace, repair or rehabilitate all deficiencies noted in the RFP within the Project limits such that maintenance work required upon Final Acceptance is limited to routine work.

The Consultant shall provide support for THEA's Public Information Office for the duration of the project.

The Consultant shall act as a technical advisor to THEA during the South Selmon Capacity Project procurement stage and will review Technical Proposals, Design-Build staffing proposals, and any other supporting documents as needed to facilitate the successful procurement of the Design-Build firm.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the Authority and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The CEI services for the South Selmon Capacity Project shall begin upon written notification to proceed by THEA. The consultant will be required to participate in pre-letting activities in support of 3D project delivery.

Track the execution of the contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by THEA has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with THEA and the Design-Build Firm to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Design- Build Firm activities.

For estimating purposes, the Consultant will be allowed an accumulation of two hundred and ten

(210) calendar days to perform preliminary administrative services prior to the issuance of the Design-Build Firm's notice to proceed on the first project and ten (10) calendar days to demobilize after final acceptance of the last Construction Contract.

The anticipated letting schedules and construction times for the projects are tabulated below:

CEI Contract	
THEA Contract #	Duration (Days)
O-0822	2200*

*Note that the contract duration shall be adjusted depending on the contract time proposed by the successful Design-Build Firm.

4.0 **DEFINITIONS:**

A	<u>2D</u>	Any data set that lacks a value or property that represents elevation. 2D geometry is represented at a single elevation value, often zero. In a 2D-only work environment, the elevation coordinates are omitted from being reported since all values are the same. On a Cartesian plane, the X and Y values correspond to the easting and northing (E,N = X,Y) of the survey coordinates system. 2D coordinate systems are graphically represented as a plane.
B	<u>3D</u>	Data that includes the elevation values or that is represented in 3D space across a range of elevation values. 3D coordinate systems are represented as a cube. Typical in civil engineering, the elevation data is reported as a Z coordinate. In our survey coordinate system, X, Y, and Z equate to easting, northing, and elevation.
C	<u>3D Model</u>	In this document, 3D models refer to the 3D geometrics created that match the design intent. This is an inclusive term that can mean 2D and 3D linear geometry, mesh, and solid objects that are stored in the model space and manipulated or authored by CADD software and their companion civil vertical applications (GEOPAK, OpenRoads, Civil3D, etc.).
D	<u>Agreement</u>	The professional services agreement between THEA and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
E	<u>AMG</u>	Automated machine guidance is a broad spectrum of hardware and software technologies that enable heavy equipment and other robotic tools to operate with minimal human or no human control. The design intent is represented with 3D geometry that is rendered into an instruction set that activates and manipulates the controls of the machine such that its operation creates an output that precisely matches the design in the real world. This equipment allows for safer, faster, and more precise construction and is being implemented on all manner of construction equipment.
F	<u>Authority or THEA</u>	The Tampa-Hillsborough County Expressway Authority

G	<u>Authority Contracts and Procurement Manager</u>	The administrative head of THEA's contract compliance office.
H	<u>Authority Director of Operations and Engineering</u>	The Director of Operations and Engineering
I	<u>BIM</u>	Building Information Modeling (BIM) is a process supported by various tools, technologies, and contracts involving the generation and management of digital representations of physical and functional characteristics of place. Building information models are computer files which can be extracted, exchanged or networked to support decision-making regarding a built asset.
J	<u>CEI Project Administrator/Protect Engineer</u>	The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
K	<u>CEI Resident Compliance Specialist</u>	The employee assigned by the Consultant to oversee project specific compliance functions.
L	<u>CEI Senior Protect Engineer</u>	The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
M	<u>Construction Contract</u>	The written agreement between the Department and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
N	<u>Construction Project Manager</u>	The Authority employee assigned to manage the Construction Engineering and Inspection Contract and represent the Authority during the performance of the services covered under this Agreement.
O	<u>Construction Training/Qualification Program (CTQP)</u>	The Department program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.
P	<u>Consultant</u>	The Consulting firm under contract to the Authority for administration of Construction Engineering and Inspection services.
Q	<u>Consultant Project Administrator</u>	The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
R	<u>Consultant Senior Project Engineer</u>	The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
S	<u>Contractor</u>	The individual, firm, or company contracting with the Department for performance of work or furnishing of materials.
T	<u>Data model</u>	The organizational structure, outline, and approach to defining and applying data attributes to the 3D model. In this document, the term is analogous to a database schema.
U	<u>Department (FDOT)</u>	Florida Department of Transportation
V	<u>Design-Build Contract</u>	The written agreement between THEA and the Design-Build Firm setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

W	<u>Design-Build Firm</u>	The individual, firm, or company contracting with THEA for design, furnishing of labor and materials, and performance of work for construction of the South Selmon Capacity Project.
X	<u>Engineer of Record</u>	The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
Y	<u>Executive Director</u>	The Chief Executive Officer of the Tampa Hillsborough Expressway Authority
Z	<u>ICM</u>	The Infrastructure Consensus Model is a proprietary Bentley file format created to improve the downstream sharing of design data with surveyors and contractors. This format is read only and allows for a single packaging of data that can be more easily imported into industry standard applications like TBC.
AA	<u>i-Model</u>	A generic term that is inclusive of a range of Bentley file formats that share some common traits but are customized to specific usage cases. These file formats have some notable commonalities: they are all read only, and they all require some publishing effort out of MicroStation or other authoring products Bentley supports (e.g., Revit or Navigator Desktop).
AB	<u>Links</u>	Hyperlinks that can be applied to geometry to allow a user to connect to and access a wide range of external files and formats. These links are very similar to hyperlinks in the Microsoft Office products and can be used link to web addresses, folders, ProjectWise files and folders, PDF and images files, Microsoft Office files, model spaces inside .dgn files, and myriad other locations.
AC	<u>MicroStation CONNECT edition</u>	The next evolution of the MicroStation CADD platform. Unlike previous versions, this release is a true 64-bit application. It sports a new ribbon-style interface and is better able to leverage cloud services. Moving forward the MicroStation CONNECT product becomes the base CADD platform for many vertical products including the single install Openroads Designer and OpenBridge Designer.
AD	<u>MicroStation Select Series 4 (SS4) edition</u>	The currently supported version of the MicroStation, this version is the base CADD platform for legacy GEOPAK and is a 32- bit application.
AE	<u>Model Space</u>	A file-based container, like a .dgn or .dwg file (MicroStation and AutoCAD native formats, respectively). The file space or containers for 2D or 3D data are included in this file. MicroStation has models that correspond to the AutoCAD concepts of a model space versus a paper space. In this report, model space is used as a generic term for any file-based container that can store any 2D or 3D geometry.
AF	<u>OpenRoads</u>	A new core civil design toolset that is available inside the legacy GEOPAK, InRoads, and MX software packages. OpenRoads is an entirely new set of design tools that is slated to replace the legacy tools in a future single version, simply called OpenRoads Designer. OpenRoads Designer is a single install application that includes the OpenRoads civil tools inside the CONNECT edition of MicroStation. OpenRoads heavily leverages the very mature InRoads technology while moving all the core data out of separate files and into the MicroStation CADD platform directly.
AG	<u>Operations Engineer</u>	The Director of Expressway Operations and Engineering, or it's designee, assigned to administer Maintenance Contracts for the Authority.

AH	<u>ORN</u>	OpenRoads Navigator is a Bentley mobile application that allows for cross platform (iOS, Android, Windows) leveraging of i-model content. This mobile application is relatively new, and new functions and features are rapidly being added to help deliver design content to the field in a manner that is accessible and useful enough to supplant the need for traditional paper or PDF plans.
AI	<u>Public Information Office</u>	The Authority's Communications office assigned to manage the Public Information Program
AJ	<u>Resident Compliance Specialist</u>	The employee assigned by the Consultant to oversee project specific compliance functions.
AK	<u>Resident Engineer</u>	The Director of Expressway Operations and Engineering, or it's designee, assigned to administer Construction Contracts for the Authority.

5.0 **ITEMS TO BE FURNISHED BY THE AUTHORITY TO THE CONSULTANT**

- A. The Authority on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.
1. Construction Plans,
 2. Specification Package,
 3. Copy of the Executed Design-Build Contract
 4. BIM will be used as a real-time coordination, collaboration, and communication tool. It is anticipated that there will be engagement in BIM technology from the entire project team to provide real time access to the most current, accurate information to help drive timely decisions. Modeling requirements for all project elements shall be in accordance with South Selmon Capacity Project RFP Attachment "A_008_Model_Element_Breakdown_(MEB)_worksheet.xlsx," which lists the requirements for level of development and identifies which elements are required to be developed as 3D BIM elements versus those to be represented with traditional 2D CADD drafting.
 4. Utility Agency's Approved Material List (if applicable).
 5. The Design-Build Firm shall provide CEI staff with GPS rover with the same capabilities as the units used by the Design-Build Firm for use during the duration of the contract. Additionally, the Design-Build Firm shall provide 8 hours of formal training on the Design-Build Firm's GPS and AMG systems.

6.0 **ITEMS FURNISHED BY THE CONSULTANT**

6.1 **Department Documents:**

All applicable Department documents referenced herein shall be a condition of this Agreement. All Department documents, directives, procedures, and standard forms are available through the Department's Internet website. Most items can be purchased through the following address. All others can be acquired on-line at the Department's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 414-4050

<http://www.dot.state.fl.us/construction/>

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Scope of Services.

Provide each inspection staff with a laptop computer running a Consultant furnished comprehensive construction management system supporting activities including construction administration, field record keeping, contract record maintenance, contractor payment processing, materials management, and civil rights monitoring application through use of a mobile broadband connection to the Consultant furnished server. All computer coding shall be input by Consultant personnel using equipment furnished by them. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at:

<http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtml>

6.3 Field Office:

Provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services. Field office shall be approved by the Authority.

Field Office expenses will be compensated in accordance with Exhibit B, Method of Compensation.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Scope of Services; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Scope of Services will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Scope of Service. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by THEA, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the contract, keep THEA's Construction Project **Manager in Responsible Charge** informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of the contract and all Supplemental Amendments thereof, the Authority will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist Authority representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. Authority recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Immediately replace personnel whose performance has been determined by the Consultant and/or the Authority to be inadequate.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 **General:**

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Design- Build Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Design-Build Contract.

Observe the Design-Build Firm's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the Authority, and direct the Design-Build Firm to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Design-Build Firm and the corrective action that has been directed to be performed by the Design-Build Firm.

9.2 **Survey Control:**

Discuss and coordinate the following with the Contractor before survey work begins:

1. Submittals
2. Survey methods
3. Grade control
4. Referencing
5. Structure control
6. Other procedures and control necessary for the work
7. Documentation procedures

To the extent consistent with the provisions of the Design-Build Contract and with prior approval of the Construction Project Manager check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

Provide survey data in accordance with FDOT's Surveying and Mapping Handbook (https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/designsupport/districts/d4/kbfiles/surveyingandmappinghandbook.pdf?sfvrsn=d0b66585_2).

9.3 **On-site Inspection:**

Monitor the Design-Build Firm's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Design- Build Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Design-Build Firm's daily operations and of significant events that affect the work.

Monitor and inspect Contractor's Work Zone Traffic Control Plan and review

modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the Department's procedures. Consultant employees performing such services shall be qualified in accordance with the Department's procedures.

Utilize rovers for the inspection of graded surfaces to verify ground elevation points. Compare the elevation of points on the ground with the corresponding points on the 3D model design surface. Provide real-time feedback on whether the construction surfaces met the contract documents.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Design-Build Contract documents. The minimum sampling frequencies set out in the Department's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Design-Build Firm's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will perform inspection and sampling of materials and components at locations remote from the project site. In addition, the Consultant will perform testing of materials normally done in a laboratory remote from the project site.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The Authority will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the Department's Standard Specifications, Supplemental Specifications.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Transport samples to be tested in a Consultant laboratory to the appropriate laboratory.

Input verification testing information and data into the Consultant furnished comprehensive construction management system supporting construction administration, field record keeping, and materials management.

9.5 Engineering Services:

Coordinate the Design-Build Contract administration activities and with the Design-Build Firm as necessary to complete the construction of the project. Notwithstanding the above, the Consultant is not liable to the Authority for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Design-Build Firm activities, interpreting plans, specifications, and special provisions for the Design-Build Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. Consultant shall create and maintain an electronic document management system. The following services shall be performed:

1. Attend a pre-service meeting for the contract. Provide appropriate staff to attend and participate in the pre-service meeting.
2. Schedule and attend a Final Estimate informational meeting with the Authority. Provide appropriate staff to attend and participate in this meeting.
3. Schedule and attend a meeting with the Authority Compliance Manager prior to the Pre- construction Conference. In most cases, the above will take two separate meetings based on experience and knowledge of the particular firm.
4. Schedule and conduct a meeting with the Authority prior to the Pre-construction conference and another meeting prior to project final acceptance. The purpose of these meetings is to discuss the required documentation, including as-builts, necessary for permit(s) compliance.
5. Review all Contractor-Initiated submittals are subject to a 10 business day review time by the Authority.
 - i. ITS and tolling elements are subject to a 15 business day review time by the Authority.
 - ii. Review times will commence after the Authority performs a completeness review, and in its sole and absolute direction, determines the submittal is sufficiently complete to be reviewed.
6. Coordinate and manage the Release for Construction (RFC) plan process.
7. Submit an Engineer's Certification of Compliance at the end of the project.
8. Verify that the Design-Build Firm is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the Department's guidelines.
9. Analyze the Design-Build Firm's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns.
10. Analyze problems that arise on a project and proposals submitted by the Design-Build Firm; work to resolve such issues and process the necessary paperwork.

11. Monitor, inspect and document Design-Build Firm's utility coordination efforts for compliance with Design-Build contract. Facilitate coordination and communication between Utility Agency's representatives, Authority's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including Authority and Local Government owned facilities. Identify, review, and track progress of Joint Project Agreements, and/or other Authority and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.
12. Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Design-Build Firm operations and to facilitate prompt processing of such information in order for the Authority to make timely payment to the Design-Build Firm.
13. Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.
14. Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Design-Build Contract in regard to payment of predetermined wage rates in accordance with Authority procedures.
15. The Authority will provide Public Information Services.
16. Prepare and submit to the Construction Project Manager monthly, a Construction Status report.
17. Video record the pre-construction conditions throughout the project limits via use of a 360-degree camera. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
18. Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Photographs and other media will be filed and maintained on the Consultant's computer using a Digital Media Management system. Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Provide visual documentation of the Project through the periodic collection of a set of Unmanned Aircraft System (UAS) video as well as project photographs and ground – level videos. The digital media should be taken with a frequency designed to reveal changes in the progress of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. Daily project and update photos should be taken. UAS media shall be updated on a weekly basis. Photographs and other media will be filed and maintained on the Consultant's computer using a Digital Media Management system.

9.6 3D Requirements:

The Design-Build Firm shall provide CEI staff with a GPS rover with the same capabilities as the units used by the Design-Build Firm for use during the duration of the contract. Additionally, the Design-Build Firm shall provide 8 hours of formal training on the Design-Build Firm's GPS and AMG systems.

BIM will be used as a real-time coordination, collaboration, and communication tool. It is anticipated that there will be engagement in BIM technology from the entire project team to provide real time access to the most current, accurate information to help drive timely decisions.

The CEI Firm will appoint two BIM Coordinators to review discipline-specific model deliverables for the project alongside the Authority and Design-Build Firm. They will serve as the BIM point of contact for each discipline they are assigned to. They will participate in model coordination meetings and review sessions as well as validate the level of detail and modeling content of all data for their respective disciplines. The Civil BIM Coordinator will be responsible for the roadway, drainage, pavement marking, and related disciplines. The Structural BIM Coordinator will be responsible for the bridge, retaining wall, noise barrier, sign, and toll gantry disciplines. The CEI Firm's listing of Key Personnel shall include BIM Coordinators. Coordinators shall assist with:

- 1) Assist the Authority's integration of project files into database
- 2) Improve construction readiness of construction documents at each design package deliverable
- 3) Ensure effective communication and collaboration environment for all project stakeholders throughout the project lifecycle
- 4) Monitor the schedule and utilize with PR & community engagement
- 5) Assure high quality performance
- 6) Use 3D model to ensure Schedule Conformance
- 7) Other QA/QC reviews and reporting.

Duties as they are assigned to each party throughout contract completion include but are not limited to the following table :

	<u>DB Contractor</u>	<u>CEI</u>
Daily Reporting		Creation
Test Reports	Creation & Monitoring	Creation & Monitoring
Pay Estimate Creation	Responding	Creation and Approval
Erosion Control	Reporting & Monitoring	Responding
Maintenance of Traffic	Reporting & Monitoring	Responding
Schedule Updates	Creation / Revisions	Responding
File & Submittal Entry	Creation / Revisions	Approvals
Requests for Information	Creation & Monitoring	Creation & Monitoring
Requests for Pricing	Responding	Creation and Approval
Change Order Management	Creation / Revisions	Creation and Approval
Model Updates	Creation / Revisions	Reporting & Monitoring
As-Built Drawings	Creation / Revisions	Review / Approval

The following Table shows the processes that the DB Contractor Team shall be responsible for throughout the contract duration:

Planning		
	<div><div>●</div>Required 3D Content</div>	
	<div><div>○</div>2D Information Only</div>	
	<div><div>x</div>Review</div>	
Description	DB Contractor Team Responsibility	CEI Team Review
Existing Conditions		
2D to BIM (Arch)	○	x
2D to BIM (Struc)	○	x
Laser Scanning		
Room / Program Management	●	
Site Analysis	●	x
Phase Planning (3D Model)	●	x
Cost Estimation (For Baseline Checks)	●	x
Design		
Description	DB Contractor Team Responsibility	CEI Team Review
Design Authoring	●	
Design Reviews	●	x
3D Coordination	●	x
Structural Analysis	○	x
Lighting Analysis	○	x
Energy Analysis	○	x
Mechanical Analysis	○	x
Phase Planning (3D Model)	●	x
Cost Estimation (For Baseline Checks)	●	x
Construction / Operations		
Description	DB Contractor Team Responsibility	CEI Team Review
Site Utilization Planning	●	x
Construction System Design	●	x
3D Coordination	●	x
Digital Fabrication	●	x
3D Control and Planning	●	x
3D Visualization	●	x
Phase Planning (3D Model)	●	x
Cost Estimation (For Baseline Checks)	●	x
Asset Management	○	x
Space Management / Tracking	○	x
Record Modeling	●	x
As-Built / Record Drawings & Submittal	●	x

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under the contract.

Unless otherwise agreed to by THEA, THEA will not compensate straight overtime or premium overtime for the positions of Senior Project Engineer, Project Administrator/Project Engineer, Contract Support Specialist and Assistant or Associate to any of these positions.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the Authority. Staff that has been removed shall be replaced by the Consultant within one week of Authority notification.

Before the project begins, all project staff shall have a working knowledge of the current Florida Department of Transportation Construction Project Administration Manual (CPAM) and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the Authority and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the Department's procedures, Specifications and Design Standards will be obtained. The Authority Director of Operations and Engineering or designee will have the final approval authority on such exceptions.

The CEI Firm's listing of Key Personnel shall include BIM Coordinators. These coordinators shall meet the requirements of a CEI CONTRACT SUPPORT SPECIALIST as well as be familiar with BIM / CADD file management and delivery systems. Coordinators shall also review and identify variations from planned horizontal and vertical alignment against any collected field information from both Design-Build Firm and CEI staff.

Two BIM Coordinators will be necessary to review discipline-specific model deliverables for the project alongside the Authority and Design-Build Firm. The Civil BIM Coordinator will be responsible for oversight of the roadway, drainage, pavement

marking, and related disciplines. The Structural BIM Coordinator will be responsible for oversight of the bridge, retaining wall, noise barrier, sign, and toll gantry disciplines. They will participate in model coordination meetings and review sessions as well as validate the level of detail and modeling content of all data for their respective disciplines.

Submittals from the Design-Build Firm's project management network will be made accessible to the CEI Firm as determined by the Authority. CEI Firm shall maintain all submittals, RFIs, RFPs, Change Orders, Pay Applications, and any other project / construction critical data as determined by the Authority. Review/Approval Workflows for submittals shall be established for each task by the CEI and documented as an Annex to the Design-Built Firm's PxP or as a separate document.

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with Department standards. Also must have the following:

QUALIFICATIONS:

Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Complete the Florida Department of Transportation Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Advanced MOT

OTHER:

Attend CTQP Quality Control Manager Course and pass the examination.

Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)

Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned

CC2 projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience.

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER –

A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:

CTQP Final Estimates Level II

CERTIFICATIONS: FDOT Intermediate MOT

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the Department's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:

CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI UTILITY COORDINATOR - High School Graduate or equivalent and be knowledgeable of Department's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with Department's Standards, policies, procedures and agreements.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:

CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges) CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II
CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety
IMSA Traffic Signal Inspector Level I

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI SENIOR ITS INSPECTOR - High School graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in ITS construction inspection, or a Civil Engineering Degree and one (1) year of ITS CEI experience, plus demonstrated knowledge in the following:

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing
DMS Operation and Testing
Controller Operation and Testing
CCTV Installation, Operation and Testing
MVDS Operations and Testing
FDOT SEMP Training
Familiarity with Existing Communication Equipment and Switches

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level II Field (or equivalent)

Responsible for inspecting construction work; monitoring ITS and electrical installation techniques to ensure conformance with the plans, specifications, National Electrical code and other applicable manuals and is responsible for coordinating and managing the lower level inspectors. Responsible for escalating any deficiencies to the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications and certifications within one year, plus demonstrated knowledge in the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:

CTQP Concrete Field Inspector Level I CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Final Estimates Level I

CERTIFICATIONS: FDOT Intermediate MOT Nuclear Radiation Safety

IMSA Traffic Signal Inspector Level I
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for
Inspectors and Contractors

OTHER:

Complete the Critical Structures Construction Issues, Self-Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI ASPHALT PLANT INSPECTOR - High School Graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and have the following:

QUALIFICATIONS:

CTQP Asphalt Plant Level I CTQP Asphalt Plant Level II

CEI ITS INSPECTOR - High School Graduate or equivalent plus two (2) years of experience in construction inspection, one (1) year of which shall have been in ITS construction inspection, or an Engineer Intern with a Civil Engineering degree (requires certificate) having the ability to earn the required qualifications within one year, plus demonstrated knowledge in the following

QUALIFICATIONS:

Fiber Installation Inspection and OTDR Fiber Testing

DMS Operation and Testing

Controller Operation and Testing

CCTV Installation, Operation and Testing

Familiarity with Existing Communication Equipment and Switches

MVDS Operations and Testing

CERTIFICATIONS:

IMSA Fiber Optics for ITS Level I (or equivalent)

Responsible for inspecting the construction work; monitoring the correct ITS and electrical installation techniques to ensure conformance with the plans, specification, National Electrical Code and other applicable manuals. Responsible for escalating to the Senior Inspector or Project Administrator (as applicable) any deficiencies.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher- level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the Authority has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Design-Build Firm is working. If Design-Build Firm operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Design-Build Firm operations requires the removal of Consultant forces from the project, the Consultant will be allowed five (5) days maximum to mobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the Department approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and Authority procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including Subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the Department, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the Department's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the

Authority.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to Department and Authority's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the Authority for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Design-Build Firm.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

- (1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide an accounting of the additional contract calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.
- (2) When the Consultant identifies a condition that will require an amendment to the contract, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the Authority two (2) weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the Authority.
- (3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the Authority.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the Authority in a format and distribution schedule defined by the Authority, no later than the 20th day of the following month.

If the monthly invoice cannot be submitted on time, notify the Authority prior to the due date stating the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the Authority in electronic and hard copy formats in accordance with Authority's procedures.

All charges to the individual project will end no later than thirty (30) calendar days following final acceptance; or where all items of work are complete and conditional/partial acceptance is issued; unless authorized in writing by the Authority.

A Final Invoice will be submitted to the Authority no later than the 30th day following Final Acceptance of the individual project or as requested by the Authority.

14.0 OTHER SERVICES:

Upon written authorization by the Director of Operations and Engineering or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the Authority to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.
- C. Provide inspection services in addition to those provided for in this Agreement.
- D. Provide services determined necessary for the successful completion and closure of the Design- Build Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Design-Build Firm submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Modification to the original Agreement will be addressed at that time, as necessary.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of the contract, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 TAMPA- HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY (THEA) AUTHORITY

THEA shall be the final authority in considering modifications to the Design-Build Contract for time, money or any other consideration except matters agreed to by the Design-Build Firm through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

[END OF ATTACHMENT 2 – SCOPE OF SERVICES]

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

**ATTACHMENT 5 – SOUTH SELMON
CAPACITY PROJECT REQUEST FOR
PROPOSAL**

FOR

EXPANDED LETTER OF RESPONSE (ELOR)

**Construction Engineering and
Inspection Services for the South
Selmon Capacity Project**

Contract No. O-0822

Tampa-Hillsborough County Expressway Authority

**DESIGN-BUILD
REQUEST FOR PROPOSAL
for
South Selmon Capacity Project
Hillsborough County**

THEA Project Number: O-0662

Issued: August 26, 2022

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ATTACHMENTS

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

- A_001 - Division I Design-Build Specifications BWP 06-21-2022.docx
 - A_002 - Division I Special Provisions identified by the Authority for this Project:
 - A_002.01 - Public Records (SP0030900)
 - A_002.02 - Permits and Licenses (No free passes will be issued to the Contractor for use on the Toll Facility) (SP0070201)
 - A_002.03 - Preservation of Property for Toll Facilities (SP0071101-tolls)
 - A_002.04 - Equal Employment Opportunity Requirements (SP0072700)
 - A_002.05 - Preference to State Residents (SP0072800)
 - A_002.06 - Contaminated Material – Mercury-Containing Devices and Lamps (SP0080409)
 - A_002.07 - Prosecution and Progress - Damage Recovery (SP0081200)
 - A_002.08 - Legal Requirements and Responsibility to the Public - E-Verify (SP0072900)
 - A_002.09 - Legal Requirements and Responsibility to the Public - Scrutinized Companies (SP0073000)
 - A_003 - FDOT Divisions II and III Special Provisions identified by the Authority for this Project:
 - A_003.01 - Mobilization (SP1010000DB)
 - A_003.02 - Contractor Quality Control General Requirements (SP1050813DB)
 - A_003.03 - Structures Foundations (SP4550000DB)
 - A_003.04 - Value Added Bridge Components (Dev475)
 - A_003.05 - sp0081300Inc-Dis_SoSelmon_East_End_&_EB_Noise_052722.docx
 - A_003.06 - sp00813No_Excuse_Bonus_East_End_052722.docx
 - A_004 - City of Tampa Truck Routes
 - A_005 - THEA General Tolling Requirements (GTR)
 - A_006 - So_Howard_Outfall_Final_01_Tech Memo_04-28-22.pdf
 - A_007 - BIM_Requirements.docx
 - A_008 - Model_Element_Break_Down_(MEB)_worksheet.xlsx
 - A_009 - AMG_Special_Provisions.docx
 - A_010 - THEA ITS Minimum Technical Requirements_2022-07-19.pdf
 - A_011 - Letters of Clarification
 - A_00X - THEA Forms
 - A_00X.01 - Bid Blank, Design Build Major (07-14-2022)TrkChgs.docx
 - A_00X.02 - Certificate of Insurance.pdf
 - A_00X.03 - Anticipated SBE Participation Statement_12-14-2020.docx
 - A_00X.04 - Insurance Requirements Coverages and Limits (dated 8-26-22)
 - A_00X.05 - Schedule of Values_053122_TrkChanges.docx
 - A_00X.06 - Dispute Review Board Three Party Agreement (to be provided via Addendum at a later date)
 - A_00X.07 - Design-Build Stipend Agreement (to be provided via Addendum at a later date)
 - A_00X.08 - Draft Design-Build Contract (to be provided to Shortlisted Proposers)
 - A_00X.09 - THEA South Selmon Exempt Docs Request Form (dated 8-26-22)
-

REFERENCE DOCUMENTS

The following documents listed below (the “Reference Documents”) are being provided with this RFP. Except as specifically set forth in the body of this RFP, these Reference 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 Reference Documents shall be construed as a representation of any field condition or any statement of facts upon which the Proposer can rely upon in performance of this resulting design-build contract. All information contained in these Reference Documents must be verified by a proper factual investigation by the Proposer. The Proposer agrees that by accepting copies of the Reference Documents, any and all claims for damages, time, or any other impacts for the Project based on the Reference Documents are expressly waived by Proposer.

LIST OF REFERENCE DOCUMENTS:

- R_01 - Original Expressway Plans
 - R_01.01 – Contract 1 – Gandy to Himes
 - R_01.02 – Contract 2 – Euclid to MacDill
 - R_01.03 – Contract 3 – San Pedro South View
 - R_01.04 – Contract 4 – South View Willow
 - R_01.05 – Contract 5 – Willow to Bay to Bay
 - R_01.06 – Contract 6 – Bayshore to Florida
 - R_01.07 – Contract 8A & 8B
 - R_01.08 – Contract 9A & 9B
 - R_02 - O-00518 SouthSelmonSafety AsBuiltPlans S_S.zip
 - R_03 – SS Bridge Load Ratings (Exempt).zip
 - R_04 - Existing Bridge Plans (Exempt).zip
 - R_05 – Bridge Inspection Reports (Exempt).zip
 - R_06 – Pile Driving Data_100332-100333.zip
 - R_07.01 – Preliminary Roadway Concept Plans_070122
 - R_07.02 – Preliminary Structures Concept Plans
 - R_07.03 - Signalization Concept Development Plans
 - R_07.04 - Signing Concept Development Plans
 - R_07.05 - ITS Conceptual Development Plan_2022-07-28.pdf
 - R_08 – LightingDesignAnalysisReport South Selmon 7-13-2022
 - R_09 – HI-0012_Geotech Data Report.pdf
 - R_10 –Partial BIM Model & Concept Plan CADD Files
 - R_11 – Pavement Design Recommendations_061422
 - R_12 - Survey Data
 - R_12.01 Design Survey
 - SURVRD01.dgn & GDTMRD01.tin – Primary Surface
 - SURVRD02.dgn & GDTMRD02.tin – Pavement
 - SURVRD03.dgn & GDTMRD03.tin – Elevated portion over Gandy Blvd.
 - SURVRD04.dgn & GDTMRD04.tin – East of River to Downtown
 - SURVRD05.dgn – Hills. River fender system
 - R_12.02 Alignment & ROW
 - ALGNRD01.dgn - Alignment
 - RWDTRD01.dgn – Right of Way
-

R_12.03 - Project Control

- CTLRD.pdf – PDF of project control sheets
- CTLSRD01.dgn thru CTLSRD08.dgn – Project control detail sheets (CAD)
- CTLSRD_ldm.xlsx – Project control spreadsheet

R_12.04 – LiDAR Point Cloud

- DOT Tiles
- LAS Tiles

R_13 – PD&E Documents

- R_13.01 – Selmon_AirQualityTechnicalMemo_May2021.pdf
- R_13.02 – Selmon_ContaminationScreeningEvaluationReport_May2021.pdf
- R_13.03 – Selmon_CulturalResourceAssessment_June2021.pdf
- R_13.04 – Selmon_NaturalResourcesEvaluation_May2021.pdf
- R_13.05 - Selmon_NoiseStudyReport_May2021.pdf
- R_13.06 – Selmon_PondSitingReport_20210617.pdf
- R_13.07 – Selmon_PreliminaryEngineeringReport_2021.pdf
- R_13.08 – Selmon_ProjectEnvironmentalImpactReport_June2021.pdf
- R_13.09 – Selmon_ProjectTrafficAnalysisReport_May2021.pdf
- R_13.10 – Selmon_VisionZero_ExecutiveSummary_April2020.pdf

R_14 - BIM_QC_Checklist - Civil.docx

R_15 - BIM_QC_Checklist - Structures.docx

R_16 - Project_Execution_Plan(PXP)_Template.docx

R_17– Bay to Bay Concept Final.pdf

R_18- Granada_Outfall_Drainage Technical Memo (12-13-2021).pdf

R_19 – So_Albany_Pond_PumpStation_Orig_PlanExcerpts.pdf

R_20 - Hills_River_Bridge_Exist_Aesthetic_Lighting_Info.pdf

I. INTRODUCTION.

The Tampa-Hillsborough County Expressway Authority (the “Authority” or “THEA”) has issued this Request for Proposal (RFP) to solicit competitive proposals from qualified design-build firms (the “Proposers”) for the South Selmon Capacity Project (the “Project”). The Authority is using a two-phase procurement process commencing with Expanded Letters of Interest (ELOI), followed by submission of design, technical, and price proposals from Proposers who have been shortlisted for further consideration. This process is outlined below in Sections IV through VIII.

It is the Authority’s intent to promote the use of innovative design concepts, components, details, and construction techniques for bridge structures as discussed in Part 1, Chapter 121 of the FDOT Design Manual (FDM). Shortlisted Proposers may submit a Technical Proposal that includes innovative concepts if they are discussed with the Authority and approved in accordance with Part 1, Chapter 121 of the FDM using the Alternative Technical Concept (ATC) process further outlined below in Section VI.

It is the Authority’s intent that all Project construction activities be conducted within the existing Right of Way. Shortlisted Proposers may submit a Technical Proposal that requires the acquisition of additional Right of Way if the subject acquisition was approved during the ATC process. Any Technical Proposal that requires the acquisition of additional Right of Way will not extend the contract duration as set forth in the Request for Proposal under any circumstances. The Authority will have sole authority and discretion to determine whether the acquisition of additional Right of Way on the Project is in the Authority’s and the community’s best interest, and the Authority reserves the right to reject the acquisition of additional Right of Way.

It is the Authority’s intent that the successful Proposer (the “Design-Build Firm”) will submit BIM/CADD deliverables in addition to PDF plan sets for each design submittal, and as part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for delivery as the as-built Asset Information Model (AIM).

The Authority’s South Selmon Expressway partial BIM model is being provided as a Reference Document to the Proposers. The version of the BIM model being provided reflects a preliminary-level design with Concept-level CADD files and is not for construction. The BIM model contains design and dependencies based on preliminary and PD&E level design. The provided 3D model consists primarily of preliminary main line South Selmon Expressway roadway design. The Design-Build Firm shall anticipate verifying the provided 3D BIM model for suitability prior to incorporating into its design as well as developing the detailed design and modeling of the additional Project elements, including but not limited to the following:

- Proposed ramp designs
- Local roadway and intersection design
- Proposed drainage design
- Proposed vertical geometry design
- Proposed cross slope and superelevation design
- Proposed bridge models

The partial BIM model is provided to assist Proposers in understanding the Project. In addition, the Concept BIM Model base files and corresponding MicroStation sheet files will be provided. The Concept BIM Model has not been further advanced since July 28, 2022.

The Authority’s vision for its future roadway system is to expand Intelligent Transportation Systems (ITS)

and connected deployments to create a roadway that provides data/information to the Authority to enhance operations, safety, asset management, emergency management and planning. Through this Project and others, the Authority will emphasize enhanced data generation and connectivity to support this real-time decision support system where the roadway and Authority operate seamlessly for constant improvement.

Therefore, it is the Authority's intent to promote the use of innovative design concepts, components, details, and construction techniques for signalization and ITS plans.

The Authority intends, but is not obligated, to enter into a non-exclusive agreement with the selected Design-Build Firm(s) to perform the design services and construction work for the Project as stated in the Contract Documents. The Authority shall have the right, but not the obligation, to award all or any portion of the work on the Project to one or more Design-Build Firms. The Authority reserves its right to award any or all of the advertised Project subject to the availability of funding.

The Authority reserves the right to waive any informality in any submission, to reject any and all submissions or Proposals, to re-advertise or to elect not to proceed with the Project for any reason. All recommendations and decisions regarding award of the Project shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

The term "Procurement Documents" includes all documents that are included or referenced in this RFP or provided to Proposers, including without limitation as made applicable to this Solicitation through the RFP (including, but not limited to, the Advertisement, the Attachments, the Project Requirements and Provisions for Work (Section IX), and the Project's Design and Construction Criteria (Section X), the draft design-build contract, General Conditions, Certifications, Addenda, Project Manual, Drawings, Specifications, and the documents, reports, and information referenced in such RFP unless otherwise explicitly stated.

The term "Work" means the design and construction services required: by the Procurement Documents, by the executed design-build contract between the Design-Build Firm and the Authority, by the Design-Build Firm's Proposal, and by any Contract Modifications issued after execution of the design-build contract, whether completed or partially completed. The "Work" also includes all other labor, materials, equipment and services provided or to be provided by the Design-Build Firm for the proper execution and completion of the Design-Build Firm's obligations.

The term "Contract Documents" includes the executed design-build contract between the Authority and the Design-Build Firm and all exhibits, attachments and certifications; the Drawings and Specifications; the Design-Build Firm's Proposals; the Request for Proposals and Addenda; and Contract Modifications issued after execution of the design-build contract.

The Proposer must inform itself fully of the design, construction and labor conditions under which the Work is to be performed. Proposers shall examine the Procurement Documents and the site of the Work carefully before submitting a Proposal 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. Proposers must adhere to the requirements of all Contract Documents and Procurement Documents, and the Proposer's Proposals.

Proposers shall examine boring data, where available, and make their own interpretation of any subsoil investigations and other preliminary data if provided, and shall base their Proposal on their own opinion of the conditions likely to be encountered. The submission of a Proposal is prima facie evidence that the Proposer has made an examination as described in this provision.

Proposers understand that any information that has been provided by the Authority is to assist the Proposer in completing adequate investigations. Drawings, CADD files, reports and other documents provided by the Authority are provided for information only to the Proposer and the Proposer is solely responsible for determining the existing site conditions. The Authority makes no guarantee of the accuracy or completeness of such information.

In addition, by submitting a Proposal, the Proposer certifies that it has investigated and is fully informed of the conditions to be encountered, of the character, quality and quantities of Work to be performed and materials to be furnished and has included in its Proposals all items necessary for the proper execution and completion of the Work. The Proposer shall be responsible for obtaining all information that it considers necessary for the purpose of preparing and submitting its Proposal. The successful Design-Build Firm shall not be relieved of its obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents and to complete the Work for the consideration set forth in its Proposals by reason of having failed to inform itself with respect to those matters. By submitting a Proposal, the Proposer represents to the Authority that if its Proposal is accepted, it will execute a contract that is inclusive of compensation for performing adequate investigations of the existing site conditions, the Procurement Documents, including but not limited to this RFP, and the existing Authority records and Reference Documents to sufficiently support the design developed by the Proposer.

No site visits will be given by the Authority and Proposers are not permitted to conduct any site testing during the procurement period.

A. Description of Work

The following is a general description of the Work to be performed under the Contract Documents.

The Authority requires improvements to the Selmon Expressway from west of Himes Avenue to east of Florida Avenue, which will provide for a 6-lane section by widening the existing roadway to the outside, and which will ultimately accommodate a future 8-lane section without further outside widening. The proposed typical section consists of three 12-ft. lanes, a 5-ft. outside shoulder, and an 18-ft. inside shoulder in both directions.

Construct at initiation of construction work a temporary 8-ft. fence with fabric covering on the east side of the Selmon Expressway along the entire length of limited access right-of-way as a dust, debris and visual barrier.

Remove existing barrier wall, reconstruct and widen roadway approximately 9-ft. to the outside in both directions. Construct a new retaining wall with a concrete barrier wall/noise wall (8-ft.) to accommodate the widening. The existing median barrier wall will remain. The concrete barrier wall/noise wall (8-ft.) shall be constructed along the entire Project length in both directions from the beginning of the Project to west of the Hillsborough River.

Replace existing westbound Selmon Expressway bridge over Platt Street and Tampa Street On-ramp bridge to westbound Selmon Expressway as shown in the Concept Plans. Widen existing bridges as shown in the Concept Plans. Bridges are to be widened approximately 9-ft. to the outside in both directions with concrete barrier wall/noise wall (8-ft.) and inside widening is to be performed on those bridges where necessary to maintain ingress and egress at the interchanges, or for temporary traffic control. Re-deck those bridges that have been identified in the Concept Plans.

Provide barrier transitions at bridge approaches appropriate for the design speed of the facility.

Provide impact attenuators at ramp gores for the proposed design speed of the roadway.

Update existing guard rail within the project limits to meet current FDOT standards.

Construct 22-ft. post and panel noise wall along the eastbound exit ramp to the S. Willow Avenue and W. Platt Street intersection.

Match existing vertical profile grades and horizontal curvature for any widening that may occur on either the Selmon Expressway or ramps.

Mill and resurface full width mainline. Extend full width mill and resurface limits to provide for pavement restoration of all areas subjected to striping alterations during construction and within the Project limits in order to restore a clean final appearance at Project completion.

Mill and resurface ramps as identified in the Concept Plans.

Design and construct wrong way driving countermeasures and infrastructure at all exit ramps within the project limits.

Construct signing and pavement markings as per Master Signing Plan and FDOT Standards requirements.

Construct new signals, intersection and ramp improvements at the W. Euclid Avenue entrance and exit ramps.

Construct new signal at the W. Bay to Bay Boulevard entrance ramps. Upgrade signal at the W. Bay to Bay Boulevard exit ramp.

Upgrade signals at the intersections of W. Brorein Street and S. Plant Avenue and E. Brorein Street and S. Morgan Street.

Construct all LED conventional highway lighting in median to provide lighting levels to meet FDOT requirements in conjunction with existing median lighting constructed as part of the South Selmon Safety DB Project. Provide temporary median light poles where required on bridges not widened in the median on this Project. The LED lighting or lighting control systems shall not operate at 915 MHz or otherwise interfere with the toll equipment on the Selmon Expressway.

Construct Willow Interchange improvements including:

- Conversion of eastbound Selmon Expressway/Willow Ave single-lane off ramp to a two lane-off ramp.
- Conversion of westbound Selmon Expressway/Willow Avenue single-lane off ramp to a two-lane off ramp tying into the Willow Avenue/Cleveland Street intersection as one shared left-through lane, one exclusive through lane, and one shared through-right lane to create a fifth leg.
- Conversion of westbound Selmon Expressway/Plant Avenue single-lane ramp to a two-lane off ramp.

Replace Toll Gantries, Toll Infrastructure, etc. at eastbound Willow Interchange Exit Ramp, westbound Willow Interchange Entrance Ramp, at West Mainline Expressway eastbound and westbound between So. Plant Ave. and Hillsborough River; westbound Plant Avenue Exit Ramp and eastbound Plant Avenue Entrance Ramp. **Note: Toll Operations shall be fully maintained at all times during construction.**

Anticipated Bridge Structures work on the Project includes the following: Bridge Removal, Construction of New Bridges with New Approach Slabs, Bridge Widening with Approach Slab Widening, Bridge Re-decking with New Approach Slabs, Recoating Existing Steel Bridges, New Approach Slabs, Independent Peer Review of Bridge Designs, and Details, Retaining Walls, modifications to existing Retaining Walls/Abutments/End Bents/End Bent Wingwalls/other structural elements and Bridge/Structure/Element Repairs.

Expand or replace the existing aesthetic lighting on the eastbound and westbound Hillsborough River Bridges to illuminate the widened structures similar to the existing structures. Luminaires shall be equivalent to the existing luminaires and compatible with the existing controller.

Upgrade ITS/Tolls connectivity to two (2) sets of 72-strand fiber trunk lines on each side of the Selmon Expressway. Furnish and install all infrastructure necessary for ITS/Tolls connectivity upon Project completion as per ITS Concept Plans, ITS Minimum Technical Requirements, and FDOT Standards. Existing ITS/Tolls connectivity shall be maintained at all times during construction.

Construct drainage systems and stormwater management facilities to adequately drain the roadway. Work includes the replacement of the existing non-functional pump station and the addition of a gravity outfall control structure (for future connection to the City of Tampa outfall project) at the South Albany Pond. Drainage work shall be coordinated with the City of Tampa's South Howard Outfall drainage improvement project.

The intent of the Authority for this Project is for the Design-Build Firm to continue the aesthetic theme of the Selmon West Extension (SWE) throughout the South Selmon Capacity Project. The Design-Build Firm shall propose colors and textures of structural and hardscape elements for Authority approval. The Design-Build Firm shall coordinate with the Authority throughout the Project design and shall propose at least two (2) options that continue the SWE theme, from which the Authority will select the one to be implemented.

Aesthetic enhancements underneath the bridge overpasses at Euclid Avenue and Willow Avenue shall include aesthetic lighting, landscape plantings, hardscape, and site furnishings.

The Design-Build Firm shall design and construct public space improvements underneath the bridge overpasses at Bay-to-Bay Boulevard and MacDill Avenue (See R_17 – Bay to Bay Concept Final.pdf in the Reference Documents). Concepts that the Authority is evaluating include small/large dog park areas, flexible and/or recreational Spaces, parking, and pedestrian/bicycle accommodations. A final decision on what is to be constructed will be provided by the Authority prior to the ATC process.

Proposers are advised that the Project corridor runs through multiple residential neighborhoods which are in close proximity to the Selmon Expressway. The Design-Build Firm shall take this into consideration in its design and construction of the proposed improvements, including but not limited to, providing special attention to noise abatement, sediment and dust control, and other measures to avoid and minimize adverse impacts to the community.

The intent of this Project is to replace, repair or rehabilitate all deficiencies noted in the RFP within the Project limits such that maintenance work required upon Final Acceptance is limited to routine work.

B. Time for Completion

The time of completion is of the essence of the design-build contract and the successful Design-Build Firm,

if delivered an executed design-build contract and Notice to Proceed for the Project, shall proceed with the Work in accordance with the approved schedule and within the contract time period specified in the Contract Documents. In the event of failure to complete the Work within the time specified, the Authority may assess damages as provided by this RFP, law, and the Contract Documents, unless an appropriate extension of time has been approved in a Contract Modification in accordance with the design-build contract.

The Authority has established one thousand eight hundred (1800) calendar days to achieve Final Acceptance for the Project, commencing from the issuance of the Notice to Proceed.

C. Design-Build Firm Responsibility, Generally

The Design-Build Firm shall be responsible for the proper execution of all Work, including but not limited to, all required and necessary surveys; utility coordination and relocations as necessary; geotechnical investigation; design; preparation of all documentation related to the acquisition of all permits not acquired by the Authority; preparation of any and all information required to modify permits acquired by the Authority, if necessary; maintenance of traffic; demolition; and construction.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section IX) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, as well as 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 be responsible for reviewing the approved PD&E Study Project Environmental Impact Report (PEIR) and supporting documents and complying with the requirements and commitments therein.

The Design-Build Firm is responsible for coordinating with the Authority any engineering information related to Environmental Re-evaluations. The Design-Build Firm will not be compensated for any additional costs or time associated with Re-evaluation(s) resulting from proposed design changes.

The Design-Build Firm may propose changes which differ from the approved Project Development & Environment (PD&E) Study. Proposed changes must be coordinated through the Authority. If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary documentation required for the Authority to analyze and satisfy requirements to obtain approval of the Authority, and if applicable, the Office of Environmental Management (OEM) for the NEPA document. The Design-Build Firm shall provide the required documentation for review and processing. Approved revisions to the configuration may also be required to be included in the Reevaluation of the NEPA document or PEIR Re-evaluations, per Section O (Environmental Services/Permits/Mitigation) of the RFP. The Design-Build Firm will not be compensated for any additional costs or time resulting from proposed changes.

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

The Design-Build Firm will provide litter removal and mowing within the Project limits from right-of-way to right-of-way in accordance with Specification Section 107, with a minimum thirty (30) day mowing frequency and a minimum two (2) day litter removal frequency. In addition, the Design-Build Firm will provide timely response to Authority requests for additional litter removal during construction.

All Design-Build Firm responsibilities will be further set forth in the Contract Documents.

D. Authority Responsibility

The Authority will, for its own benefit, provide contract administration, Project management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews for the Project. The Authority will provide Project-specific information and/or functions as outlined in this RFP and the draft design-build contract.

II. OBTAINING THE PROCUREMENT DOCUMENTS AND SCHEDULE OF EVENTS.

A. Obtaining the Procurement Documents

The complete initial RFP (including Attachments and Forms) and the Reference Documents for this Project are available from the Authority on an external hard drive at no cost to the Proposer. The Reference Documents for this Project include documents exempt from public disclosure as provided by Section 119.071(3)(b), Florida Statutes. **Thus, in order to receive the complete RFP to propose on this Project, Proposers MUST complete the Authority's Exempt Documents/Security System Plan Distribution Form included in the Attachments as "THEA South Selmon Exempt Docs Request Form" and to schedule an appointment with Shannon Bush, the Authority's Contracts and Procurement Manager (Procurement@tampa-xway.com) to obtain the hard drive containing the complete initial RFP and Reference Documents.** The Authority's Exempt Documents/Security System Plan Distribution Form shall be executed by the Proposer's authorized representative, or, if the Proposer is not an architect or engineering firm, the Proposer's Project engineer who will be identified in its ELOI may execute the Authority's Exempt Documents/Security System Plan Distribution Form on behalf of the Proposer. **Anyone obtaining a hard drive from the Authority will be required to show a valid form of picture I.D., their business card, and, if applicable, documentation exhibiting their Florida professional engineering license number (such as a business card with their license number).** Only one hard drive will be issued to each potential Proposer. **ELOIs will not be accepted from firms who have not obtained the complete RFP through the Authority and executed the Authority's Exempt Documents/Security System Plan Distribution Form; such firms will be rejected as nonresponsive.**

Any Addenda or other notifications regarding the RFP will be posted to the Authority's website at <https://www.tampa-xway.com/procurement/#> and on DemandStar at <https://network.demandstar.com/>

Proposers are responsible for monitoring the Authority's website and Demandstar throughout the entire procurement process.

B. Current 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 via Addendum posted to the Authority's website at <https://www.tampa-xway.com/procurement/#> and on Demandstar: <https://network.demandstar.com/>

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 and Time (all times Eastern)	Event
8/26/22	Advertisement; The RFP will be posted on THEA's website and on Demandstar.
9/6/22 @ 9:30 AM	Pre-Submittal Conference, which may be attended via Zoom or in-person at the THEA Office: 1104 East Twiggs Street Tampa, Florida 33602. Zoom details for registration are: Join Zoom Meeting https://us02web.zoom.us/j/88161185778 Meeting ID: 881 6118 5778

Date and Time (all times Eastern)	Event
	<p>One tap mobile +13126266799,,88161185778# US (Chicago) +16465588656,,88161185778# US (New York)</p> <p>Dial by your location +1 312 626 6799 US (Chicago) +1 646 558 8656 US (New York) +1 646 931 3860 US +1 301 715 8592 US (Washington DC) +1 309 205 3325 US +1 719 359 4580 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 386 347 5053 US +1 564 217 2000 US +1 669 444 9171 US +1 669 900 9128 US (San Jose)</p> <p>Meeting ID: 881 6118 5778 Find your local number: https://us02web.zoom.us/j/kcGJfzBICS</p>
9/29/22 by 5 PM	Deadline for all Proposers to submit Questions/Requests for Clarification to Procurement (Procurement@tampa-xway.com).
10/3/22 by 5 PM	Addendum released in response to Questions/Requests for Clarification (if required) posted to the Authority's website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
10/10/22 by 11:15 AM	Deadline for submittal of Expanded Letters of Interest (ELOI). ELOIs to be submitted to THEA Office via mail or hand-delivery, 1104 East Twiggs Street Tampa, Florida 33602, ATTN: Procurement.
10/25/22 by 12 PM	Deadline for Evaluation Committee Members to submit their scores to Procurement.
10/27/22 @ 9 AM	<p>The Evaluation Committee to meet to confirm scoring of the ELOIs and identify the Proposers recommended for shortlisting.</p> <p>Meeting will be held at THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602.</p> <p>Proposers are not required to attend. This will be a public meeting.</p>
10/28/22 by 5 PM	Posting of Notice of Intended Shortlist to the Authority's website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
11/14/22 @ 1:30 PM	Public Meeting and Board of Directors approval of shortlist at THEA Board Meeting 1104 East Twiggs Street Suite 300, Tampa, FL 33602.

Date and Time (all times Eastern)	Event
11/16/22 by 5 PM	THEA Procurement updates shortlist of Proposers continuing to Phase 2, posted to the Authority's website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/ .
11/28/22 by 5 PM	Deadline for all Proposers recommended for shortlisting to affirmatively declare intent to continue to Phase 2 of the procurement process via email to Procurement (Procurement@tampa-xway.com).
12/1/22 @ 9 AM	Mandatory Pre-Proposal Meeting for all Shortlisted Proposers, facilitated by the Director of Operations and Engineering, in the THEA Boardroom, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. All Utility Agency/Owners that the Authority contemplates an adjustment, protection, or relocation is possible are to be invited to the mandatory Pre-Proposal Meeting.
12/1/22 @ 10:30 AM	Utility Pre-Proposal Meeting facilitated by the Director of Operations and Engineering, in the THEA Boardroom, 1104 East Twiggs Street Suite 300, Tampa, FL 33602.
12/7/22 by 5 PM	Deadline for Shortlisted Proposers to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1. Requests to be submitted to Procurement (Procurement@tampa-xway.com).
12/21/22 by 5 PM	Deadline for Shortlisted Proposers to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1. List shall be submitted to Procurement (Procurement@tampa-xway.com).
1/5/23 @ 10 AM	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 90 Minutes will be allotted for each Meeting held at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s. 286.0113)
1/18/23 by 11:15 AM	Deadline for submittal of Alternative Technical Concept Proposals to THEA Office via mail or hand-delivery, 1104 East Twiggs Street Tampa, Florida 33602, ATTN: Procurement.
1/25/23 by 5 PM	Deadline for Shortlisted Proposers to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2. Requests to be submitted to Procurement (Procurement@tampa-xway.com).
2/1/23 by 5 PM	Deadline for Shortlisted Proposers to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 2. List shall be submitted to Procurement (Procurement@tampa-xway.com).

Date and Time (all times Eastern)	Event
2/9/23 @ 9 AM	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 90 Minutes will be allotted for each Meeting held at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s.286.0113)
2/23/23 by 11:15 AM	Deadline for submittal of Alternative Technical Concept Proposals to THEA Office via mail or hand-delivery, 1104 East Twiggs Street Tampa, Florida 33602, ATTN: Procurement.
2/23/23 by 5 PM	Final deadline for submission of requests for Design Exceptions or Design Variations to Procurement (Procurement@tampa-xway.com).
3/16/22 by 5 PM	Issue Addendum for approved Design Exceptions and Variations (if needed) to THEA website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
3/23/23 by 5 PM	Deadline for submittal of questions, for which a response is assured prior to the submission of the Technical Proposal. All questions shall be submitted to Procurement (Procurement@tampa-xway.com).
3/30/23 by 5 PM	Deadline for the Authority to post responses to the Project website for questions submitted by the Shortlisted Proposers prior to the submittal of the Technical Proposal. Responses will be posted to the THEA's website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
4/6/23 by 11:15 AM	Technical Proposals due to THEA Office via mail or hand-delivery, 1104 East Twiggs Street Suite 300, Tampa, FL 33602, ATTN: Procurement.
4/6/23 by 10:30 AM	Deadline for Shortlisted Proposers for to "opt out" of Technical Proposal Page Turn meeting to Procurement (Procurement@tampa-xway.com).
4/18/23 @ 10 AM	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 90 Minutes total will be allotted for this Meeting at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s. 286.0113)
5/3/23 by 5 PM	Deadline for Authority to provide Questions for clarification of the Technical Proposal to Proposers ahead of the Question and Answer Session.
Week of 5/8 - 5/12 2023	Question and Answer Session. Exact dates and times will be assigned during the Pre-Proposal Meeting. Two hours will be allotted for questions and responses. Meeting to be held at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s. 286.0113)
5/17/23 by 5 PM	Deadline for submittal of Written Clarification letter following Question and Answer Session to Procurement (Procurement@tampa-xway.com).

Date and Time (all times Eastern)	Event
5/24/23 by 5 PM	Deadline for submittal of questions, for which a response is assured prior to the deadline for submission of the Price Proposal. All questions shall be submitted to Procurement (mailto:Procurement@tampa-xway.com).
6/1/23 by 5 PM	Deadline for the Authority to post responses for questions submitted by the Shortlisted Proposers prior to the submittal of the Price Proposal. Responses will be posted to the THEA website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
6/6/23 by 12 PM	Deadline for Evaluation Committee Members to submit their Technical Proposal scores to Procurement.
6/8/23 by 11:15 AM	Price Proposals due in Authority Office to THEA Office via mail or hand-delivery, 1104 East Twiggs Street Suite 300, Tampa, FL 33602, ATTN: Procurement
6/9/23 @ 1:15 PM	Public announcing of Technical Scores and opening of Price Proposals at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. Proposers are not required to attend. This will be a public meeting.
6/13/23 by 5 PM	THEA Procurement Office posts final scores and Price Proposals to THEA website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
6/26/23 @ 1 :30 PM	Public Meeting of Board of Directors to determine intended Award at THEA Board Meeting ,1104 East Twiggs Street Suite 300, Tampa, FL 33602.
6/28/23 by 5 pm	Posting of the Authority's intended decision to Award to THEA website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
TBD	Anticipated NTP Date

III. PROCUREMENT-RELATED MEETINGS, DETAILS, NOTICES, AND OTHER IMPORTANT INFORMATION AND REQUIREMENTS

A. Pre-Submittal Conference and Pre-Proposal Meeting

(1) Pre-Submittal Conference

Attendance at the pre-submittal conference is voluntary. The intent of this pre-submittal conference is for the Authority and its consultant team to introduce the Project and the procurement process to all interested parties. All interested parties are highly encouraged to attend and engage in this process, which will allow for questions and answers specific to either the Project or the procurement process. The Authority may choose to answer questions verbally at the pre-submittal conference or follow up with a formal answer to any question(s) by Addendum.

(2) Pre-Proposal Meeting

The Pre-Proposal Meeting is for Shortlisted Proposers. Attendance at the Pre-Proposal Meeting is **mandatory**. Any Shortlisted Proposer failing to attend may be deemed non-responsive and eliminated from further consideration. The purpose of the Pre-Proposal Meeting is to provide a forum for the Authority to discuss with all Shortlisted Proposers 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 the Authority's Question and Answer website:

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

Failure by a Shortlisted Proposer to attend or be represented at the Pre-Proposal Meeting may constitute a non-responsive determination of their Proposal. Proposals found to be non-responsive will not be considered. All Proposers must be present and signed in prior to the start of the mandatory Pre-Proposal Meeting. The Authority representative convening the Pre-Proposal Meeting will circulate the attendee sign in sheet at the time the meeting was advertised to begin. Any Proposer not signed in at the start of the Pre-Proposal Meeting may be considered late and, at the Authority's sole discretion, may not be allowed to propose on the Project.

Note that a site visit will **not** be conducted by the Authority during the procurement process.

B. Technical Proposal Page-Turn Meeting

The Authority will meet with each Proposer, formally for seventy-five (75) minutes, for a page-turn meeting and presentation conducted in accordance with Florida Statutes, Section 286.0113. The purpose of the page-turn meeting is for the Proposer to orally present and guide the Evaluation Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Proposer wishes to emphasize. The page-turn meetings will occur after Technical Proposals are due and before the Question and Answer Session is held. Shortlisted Proposers will be notified of the exact date of their page-turn meeting at a later date via Addendum. The Authority will terminate the page-turn meeting promptly at the

end of the allotted time. The Authority will record all of the page-turn meetings. All recordings will become part of the Procurement Documents. The page-turn meeting will not constitute discussions or negotiations. The Proposer will not be permitted to ask questions of the Evaluation Committee during the page-turn meeting. Roll plots submitted with the Technical Proposal and an unmodified aerial or map of the Project limits provided by the Proposer is acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Authority upon conclusion of the page-turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page-turn meeting is expressly prohibited. Upon conclusion of the seventy-five (75) minutes, the Evaluation Committee is allowed fifteen (15) minutes to ask questions pertaining to information highlighted by the Proposer. Participation in the page-turn meeting by the Proposer shall be limited to eight (8) representatives. Proposers desiring to opt out of the page-turn meeting may do so by submitting a request to the Authority, but do so at their own risk.

C. Question and Answer Session and Written Clarification Letter

A Question and Answer Session for each Shortlisted Proposer will be held on the date shown in Section II, Schedule of Events. Exact times will be assigned during the Pre-Proposal Meeting. Two hours will be allotted for questions and responses (per FSA s. 286.0113). The purpose of this Question and Answer Session, which will be recorded, is for the Proposers to orally clarify and address specific questions as well as resulting follow-up questions from the Evaluation Committee and/or Technical Advisors pertaining to their respective Technical Proposals. Questions will be provided to the Proposers five (5) days in advance of the Question and Answer Session. Proposers acknowledge that the work associated with their oral responses will be included in their price proposal. The Proposers shall follow up their oral responses with a Written Clarification Letter with responses to all questions following the Question and Answer Session by the date and time indicated in Section II, Schedule of Events “Deadline for submittal of Written Clarification Letter following Question and Answer Session.” **All work indicated in a Proposer’s Written Clarification Letter shall be included in the Proposer’s Total Lump Sum Contract Amount.** The Written Clarification Letter will be considered by the Evaluation Committee as part of the Proposer’s Technical Proposal and, along with the Technical Proposal, will become part of the Procurement Documents.

With the Price Proposal, the Proposer shall submit to the Authority a written statement as follows: “[insert name of the Proposer] confirms that, despite any provision in the Proposer’s Technical Proposal or any Written Clarification Letter that may be inconsistent with the other requirements of the Procurement Documents, [insert name of the Proposer] intends to comply fully with the requirements provided for in the Procurement Documents, except for, pursuant to Subsection 5-2 Coordination of Procurement Documents of the Design-Build Division I Specifications, any [insert name of Proposer]’s statements, terms, concepts or designs that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the other Procurement Documents or to perform services or meet standards in addition to or better than those otherwise required which such statements, terms, concepts and designs are the obligations of [insert name of the Proposer].”

In case of the failure of the Proposer to timely provide such a written statement, the Authority may, but has no obligation to, provide Proposer notice of, its tardy submission and require Proposer to provide the statement within an indicated time. Failure by the Proposer to timely provide this written statement may determine Proposer to be deemed non-responsive.

D. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in

nonconformance with the requirements and instructions contained in this RFP. 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 Authority of Labor's System for Award Management (SAM) list.

Proposals will also be rejected if not 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 may be deemed non-responsive.

E. No Tentative or Qualified Statements or Commitments will be Recognized

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.

F. Waiver of Irregularities

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

1. Any design submittals that are part of a Proposal shall be deemed preliminary only.
2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria. The Authority, at their discretion, may elect to consider those variations in awarding points to the Proposal rather than rejecting the entire Proposal.
3. In no event will any such elections by the Authority be deemed to be a waiving of the Design and Construction Criteria.
4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price proposed, 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 Proposer's means and methods, roadway alignments,

approach to Project, use of new products, new uses for established products, etc.

6. The Proposer shall obtain any necessary permits or permit modifications not already provided.
7. Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

G. Withdrawal of Technical Proposal

Proposers may withdraw previously submitted Technical Proposals at any time prior to the Technical Proposal due date. Requests for withdrawal of a submitted Technical Proposal shall be in writing and shall be signed in the same manner as the Technical Proposal and received prior to the time and date fixed for opening. Upon receipt and acceptance of such a request, the entire Technical Proposal will be returned to the Proposer and not considered. No Proposal may be withdrawn after it is submitted unless the Proposer adheres to this Section. If the Proposer improperly withdraws its Proposal, the Authority may seek recourse against the Price Proposal Guaranty.

H. 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.

I. Design-Build Contract

The Authority intends to enter into a lump sum contract with the successful Proposer for the Work. Prior to the deadline for Technical Proposals, the Authority will issue to the Shortlisted Proposers a draft of the design-build contract to be entered into by the Authority and the successful Proposer.

In accordance with Section VII and the Price Proposal submitted by the successful Proposer, the Design-Build Firm will provide a schedule of values to the Authority for their approval. The total of the schedule of values will be the Total Lump Sum Contract Amount.

The terms and conditions of the design-build contract are fixed price. The Design-Build Firm's submitted Price Proposal shall be its Total Lump Sum Contract Amount for completing the scope of Work as detailed in the Procurement Documents, the design-build contract, and its Technical Proposal.

J. Liquidated Damages

It is agreed that if Final Acceptance as defined in the Contract Documents is not achieved within the established time frames, as adjusted by Contract Modifications, if any, the Design-Build Firm and the Design-Build Firm's surety shall be liable to the Authority for liquidated damages, and not as a penalty, for such delay, for the dollar amounts that will be specified by Addendum prior to submission of the Price Proposals per calendar day for each and every consecutive calendar day elapsing between the date fixed for Final Acceptance of the Work and the date Final Acceptance is actually achieved, and for each and every consecutive calendar day beyond the calendar days fixed for Final Acceptance of the Work

and the date Final Acceptance is actually achieved.

K. Loss of Toll Revenue

The Design-Build Firm shall not impact the revenue collection operations of the roadside toll collection system. Attachments A_002 – Division I Design Build Specifications and A_002.03- Preservation of Property for Toll Facilities (SP0071101-tolls) shall apply to any loss of revenue during the Project.

L. Payment and Performance Bond

Proposers are hereby informed that as a public entity, the Authority's property and any property where the Work is located is not subject to the Construction Lien Law contained in Chapter 713, Florida Statutes.

A Performance Bond and a Payment Bond satisfactory to the Authority and in the form attached hereto, each in an initial amount of not less than the Total Lump Sum Contract Amount will be required from the successful Proposer for, among other, the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties; b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract; and c) to comply fully with the requirements of Florida law.

M. Stipend Awards

The Authority has elected to pay a stipend to non-selected Shortlisted Proposers to offset some of the cost of preparing the Proposals. Only non-selected Shortlisted Proposers meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated as set forth herein. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Authority or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be \$500,000 (five hundred thousand dollars) per non-selected Shortlisted Proposer that meets the stipend eligibility requirements contained in the Project Advertisement and the Design-Build Stipend Agreement. The stipend is not intended to compensate any non-selected Shortlisted Proposer for the total cost of preparing the Technical and Price Proposals. The Authority reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Authority deems appropriate.

For a Shortlisted Proposer to remain eligible for a stipend, the Shortlisted Proposer must fully execute the Authority's Design-Build Stipend Agreement within one (1) week after the Shortlist protest period for the Design-Build Stipend Agreement, included in the Attachment Documents as A_00X.07. The Shortlisted Proposer shall reproduce the necessary copies. Terms of the Design-Build Stipend Agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Shortlisted Proposer.

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

N. SBE Availability

SMALL BUSINESS ENTERPRISE ASPIRATION GOAL: THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBE's. It is the policy of the Authority to encourage the participation of small businesses and disadvantaged business enterprises ("SBE") in all facets of the business activities of the Authority, consistent with applicable laws and regulations. Firms proposing for this Project shall aspire to have design and construction contract costs performed by SBEs. Although not a contract requirement, the Authority believes that the aspiration goal can realistically be achieved based on current availability of SBEs. The Authority further believes that the goal can be achieved through race neutral means, using standard competitive procurement processes. Firms agree to apply their best efforts to utilize qualified SBE's as vendors, contractors, subcontractors, and consultants for the Project.

O. Certifications, Notices, and Additional Information

Scrutinized Company Certifications: By submitting an ELOI or Proposal, the Proposer certifies that: (a) (applicable to all agreements, regardless of value), it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended; and, (b) (applicable to agreements that may be \$1,000,000 or more), it is: (i) not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and, (ii) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

Public Entitles Crimes Act. By submitting an ELOI or Proposal, the Proposer certifies that it is not precluded from submitting a Proposal under Section 287.133(2)(a), which provides as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount set forth in Florida Statutes s.287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list."

E-Verify. Authority contracts require contractors/consultants to comply with the requirements of E-Verify. Contractors/consultants will be required to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the contractor/consultant, during the term of the contract, to perform employment duties within Florida. Prime contractors/consultants are required to include an express provision in their subcontractor/subconsultant agreements requiring the subcontractors/subconsultants to do the same.

Civil Rights. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Convicted Vendor. Pursuant to Section 287.133(2)(a), Florida Statutes, interested Proposers who have

been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services for a public entity, may not be awarded a consultant contract and may not transact business with a public entity for services in excess of the threshold amount set forth in Section 287.017, Florida Statutes, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

Discriminatory Vendor List. By submitting an ELOI or Proposal, the Proposer certifies that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity unless that entity or affiliate has been removed from the list pursuant to Florida law.

Florida Department of Transportation (FDOT) Qualification. By submitting an ELOI or Proposal, the Proposer represents that neither it nor its partners, Key Personnel, Key Subcontractors/Subconsultants, nor affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.

P. Public Records Law

Proposers are hereby notified that the Authority is subject to the Florida Public Records Law and the Government in the Sunshine Act, as set forth in Florida Statutes Chapters 119 and 286; as such, most communications to the Authority are subject to public disclosure, and the selection meeting(s), if any, will be open to the public.

Q. Cone of Silence

Any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Authority employee and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking submissions, making recommendations or making an award, is prohibited from the time that the procurement is released to the time that the award is made. However, the Authority's Procurement Manager or its designee may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation related to this procurement.

From the date of the Advertisement until a Notice of Award is posted, all communications (except for communications at the Pre-Submittal Conference, Pre-Proposal Meetings, ATC review or as otherwise explicitly stated in the Procurement Documents) relating to this procurement or Project, shall be made by sending to the following Authority email address:

Procurement@tampa-xway.com

R. Consultant Eligibility and Design-Build Conflict of Interest Policy

It is a basic tenet of the Authority's contracting program that contracts are procured in a fair, open, and competitive manner. The Authority requires that consultants representing the Authority must be free of conflicting professional or personal interests. In order to prevent potential conflicts of interest, the Authority will utilize the Florida Department of Transportation's (Department's) established guidelines to be followed by design consultants. Please familiarize yourself with the requirements of Procedure No.375-030-006, also known as: "Conflict of Interest Procedure for Department Contracts." By submitting an ELOI or Price Proposal as part of a Proposer's team or a Joint Venture, the design consultant certifies that they are in compliance with Procedure No. 375-030-006. This procedure is available at the following link: <https://pdl.fdot.gov/api/procedures/downloadProcedure/375-030-006>

A consultant firm, its affiliate, or subconsultant that is under contract with the Authority to provide Construction, Engineering, and Inspection (CEI) services on this Project cannot be a Proposer or a subconsultant to a Proposer. A contractor or design professional cannot team, as a prime, with other firms to submit more than one proposal in response to this procurement.

The following firms participated in the development of the conceptual plans or Request for Proposal for this Project and are prohibited from proposing or participating with a Proposer to propose on this Project without approval from the Authority.

HNTB Corp.
Omni Communications, LLC
Tierra, Inc.
Element Engineering Group, LLC

The firms identified above may not represent a comprehensive list. Firms not listed above who performed services or who are later retained to perform services on this Project P are also prohibited from proposing or participating with a Proposer to propose on this Project unless an exception is obtained from the Authority.

S. Code of Ethics

The Authority has adopted a Code of Ethics which addresses, the obligation of the Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Authority. A copy of this policy is on the Authority's website www.tampa-xway.com.

T. Notice of Protest

Protests Prior to Notice of Award: Any potential proposer wishing to protest the Authority's procurement process or its solicitation documents for the procurement of services must file a Notice of Intent to Protest accompanied by a Protest Bond in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) within 72 hours of the Authority's publication of the solicitation documents, (excluding Saturdays, Sundays, and legal holidays). A person may not file a protest for which he or she is not certified to propose

pursuant to the RFP requirements. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that the Authority erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the Protesting party's position and arguments of law, including any evidence supporting the position.

Protests After Notice of Award: Any unsuccessful Proposer wishing to protest the Authority's actions leading up to a notice of recommendation to either reject any or all bids, or to make an award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount one percent (1%) of the Total Lump Sum Contract Amount proposed by the lowest Price Proposal submitted with the Authority within 72 hours of the Authority's publication of its Notice of Decision, (excluding Saturdays, Sundays, and legal holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the RFP or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that the Authority erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

The protest bond required by this subsection (T) shall be conditioned upon the payment of all costs which may be adjudged against the person filing the protest in the administrative hearing in which the action is brought and any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the Authority prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including attorney's fees and costs. Upon payment of such fees, costs and charges by the person filing the protest, the bond shall be returned. If the person filing the protest prevails, he or she shall recover from the Authority all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. The entire amount of the bond shall be forfeited if the court determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the Authority or parties.

IV. PHASE 1 PROCUREMENT PROCESS

1. GENERAL

It is the Authority's intent to solicit competitive proposals from qualified firms for this Project using a two-phase adjusted score procurement process. Proposers will be required to submit an Expanded Letter of Interest (ELOI) package which will be reviewed and evaluated by the Evaluation Committee according to the criteria below. The Evaluation Committee will select (if reasonably possible) no fewer than three (3) and no more than five (5) of the most qualified Proposers to recommend for shortlist to the Authority's Board of Directors. The Phase 1 ELOI scores will be used to select Proposers for the shortlist only and will not carry through to Phase 2.

2. PHASE 1 SUBMITTAL PROCEDURE

The ELOI must be received by the Authority via mail or hand-delivery on or before the time and at the exact place provided for in this RFP. The ELOI and all required attachments shall only be submitted on a flash drive, in PDF format including bookmarks for each section and OCR'd. Bookmarks which provide links to content within the ELOI are allowed. Bookmarks which provide links to information not included within the content of the ELOI shall not be utilized. No macros will be allowed.

The ELOI shall be delivered to:

Tampa-Hillsborough County Expressway Authority
1104 East Twiggs St, Suite 300
Tampa, FL 33602
ATTN: PROCURMENT, Shannon Bush, Contracts and Procurement Manager

The package shall indicate clearly that it is the ELOI and shall clearly identify the Proposer's name, contact number, Project number, and Project description. ELOIs received after that time will not be considered and will be returned unopened. ELOIs transmitted by facsimile or electronic mail are non-responsive and will not be considered.

It is solely the Proposer's responsibility to ensure that the ELOI is received by the Authority by the ELOI due date and time. This ELOI is specifically for the shortlisting. Only one (1) ELOI per legal entity is acceptable. All ELOIs must be received by the Authority by the Phase 1 ELOI submittal deadline shown in Section II Schedule of Events of this RFP.

The ELOI will be limited to five (5) 8½"x11" pages with a minimum font size of ten (10). Times New Roman shall be the required font type. Note: Pass/Fail Criteria, Resumes, Organizational Chart and three (3) pages of Performance History with the Authority or other State or Local Government Agencies are not considered in the five (5) page count/limitation. Cover sheets, photos, charts, etc. or other documentation not specifically listed as exclusions will be considered in the page count limitation.

3. PHASE 1 – THE PASS/FAIL CRITERIA

The following pass/fail information must be submitted with the ELOI. Proposers that fail to meet and submit all of the pass/fail criteria below may not be shortlisted. All information required by this pass/fail section

is excluded from the page count.

This pass/fail criteria are minimum criteria that a Proposer must meet and/or provide in order for its ELOI to be considered responsive. The pass/fail evaluation is itself comprised of a responsiveness review and a legal sufficiency review, as described in further detail below.

Proposers must meet and/or provide all of the criteria below to be considered responsive.

- A. Prequalification.** Proposers are required to be prequalified in all work types required for the Project. The Technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the Project, must be satisfied. The prequalification requirements are as follows:

Proposer shall submit proof that it is prequalified by the Florida Department of Transportation (FDOT or Department) under FAC 14.75 for professionals and under FAC 14-22 for contractors for the Work Classes identified below. A copy of the current Certificate of Qualification in each class shall be submitted with the ELOI. The Contractor (whether as the Proposer or as a Key Subcontractor) or Joint Venture members collectively, must be qualified in the advertised Construction Contractor Work Classes. The Contractor or Joint Venture cannot utilize subcontractors to meet the qualification requirements for the Construction Work Classes. Minor work classes may be accommodated using subcontractors as shown below. The Lead Design Firm must be qualified in at least one (1) of the advertised Professional Services Work Type requirements but may utilize subconsultants to meet the remaining advertised Professional Services Work Type requirements. All qualification requirements must be met prior to the deadline to submit the ELOIs. For Proposers submitting as a joint venture, see the additional requirements further stated in Section E, below.

Contractor (whether as the Proposer or as the Proposer's Prime Contractor) must be qualified under Rule, 14-22, Florida Administrative Code, in the following Construction Work Classes:

- 7 – Drainage
- 11 – Grading
- 17 – Intermediate Bridges

The following Minor Work Classes may be accommodated via use of Subcontractors:

- 8 – Electrical Work
- 10 – Flexible Paving
- 12 – Grassing, Seeding and Sodding
- 13 – Guardrail
- 38 – Roadway Signing
- 39 – Traffic Signal

Professional Services Firms (whether as the Proposer or as the Lead Design Firm) Must Be Qualified under Rule 14-75, Florida Administrative Code, in at least one of the following Work Types; Subconsultants may be utilized to meet the remaining Work Types:

- 3.1 – Minor Highway Design
- 3.2 – Major Highway Design

- 3.3 - Controlled Access Highway Design
- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 – Major Bridge Design – Concrete
- 4.2.2 – Major Bridge Design – Steel
- 5.4 – Bridge Load Rating
- 6.2 – Signal Timing
- 6.3 - Intelligent Transportation Systems Analysis, Design, and Implementation
- 6.3.1 – Intelligent Transportation Systems Analysis & Design
- 6.3.2 – Intelligent Transportation Systems Implementation
- 6.3.3 – Intelligent Transportation Systems Traffic Engineering Communications
- 7.1 - Signing, Pavement Marking & Channelization
- 7.2 – Lighting
- 7.3 - Signalization
- 8.1 - Control Surveying
- 8.2 - Design, Right of Way, & Const. Surveying
- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Lab Testing
- 9.4.1 - Standard Foundation Studies
- 9.4.2 – Non-Redundant Drilled Shaft Bridge Foundation Studies
- 15 – Landscape Architect

- B. Proof of Insurance.** Provide evidence of the Proposer’s ability to provide the insurance coverage required in *Form A_00X.04 – Insurance Requirements, Coverages, and Limits*, either by means of an existing policy or other verifiable proof (such as an Agent/Broker commitment letter).
- C. Proof of Bonding Capacity.** Provide an acknowledgement by the Proposer’s Surety of the Proposer’s ability to provide 100% Performance and Payment Bonds for a minimum of two hundred and fifty million dollars (\$250,000,000) for a single project together with evidence for maximum single project bonding capacity and Proposer’s aggregate bonding capacity. The Surety must be rated no less than “A-” as to management and no less than “VIII” as to strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901. Information shall be provided by the Surety on behalf of the Proposer.
- D. Claims Disclosure.** Disclose all lawsuits, arbitrations and claims filed or raised by or against the Proposer over the last (5) years.
- E. Proposers Submitting as a Joint Venture - Additional Requirements.**

Two or more firms submitting as a Joint Venture must also meet the Joint Venture requirements of Rule Chapter 14-22, specifically Rule 14-22.007, Florida Administrative Code. Parties to a Joint Venture must submit a Declaration of Joint Venture, Form No. 375-020-18 (found here: <https://www.flrules.org/Gateway/reference.asp?No=Ref-03121>), and receive approval from the Florida Department of Transportation prior to the deadline for submittal of ELOIs.

When a joint venture party submits an ELOI, one of the contractor members of the joint venture party must be assigned to meet the advertised construction contractor work class requirements, in accordance with the provisions of Rule Chapter 14-22, F.A.C. In this case, the design consultant member of the Proposer will be utilized to meet the advertised Professional Services Work Type

requirements, in accordance with provisions of Rule Chapter 14-75, F.A.C. Technical qualification is required in at least one of the work types for lead design firm.

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.

If Proposer is a joint venture, a copy of the executed Joint Venture Agreement must be submitted with its ELOI.

If the Proposer is a Joint Venture, the Joint Venture must be the proposed policyholder of the insurance required and upon award, the performance and payment bonds provided upon contract execution must be in the name of the Joint Venture. Qualified parties who form a joint venture must have a federal Employer Identification Number (EIN) for the joint venture or give proof that the EIN has been requested. The joint venture shall provide the EIN to the Authority before the Authority will execute the design-build contract.

Any joint venture formed must do so in accordance with all applicable Federal, State, and Local laws, rules, and regulations. Failure to do will result in a determination that the Proposer is not responsible or nonresponsive and its Proposal rejected.

4. PHASE 1 – THE ELOI SCORED CRITERIA

In addition to the Pass/Fail Criteria, all Proposers must provide the following with their ELOI:

- A. Cover Letter (not scored).** A cover letter (limited to one (1) page and not included in the five (5) page limitation) signed by a person with authority to make legal commitments on behalf of the Proposer. The cover letter shall include the Proposer's Statement of the following:
1. The full legal name, address and phone number of the legal entity that will contract with the Authority if awarded the design-build contract. Indicate all former names, if any, under which the Proposer has conducted business within the past ten years and the years of operation under each name.
 2. Name, address, email address, and telephone number of one (1) individual to whom all future correspondence and/or communications related to this solicitation and the Project will be directed.
 3. A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship). If the Proposer is a joint venture or partnership, the Past Performance History and Similar Design-Build Project Experience in Section (B) may be satisfied by the joint venture, partnership entity, or any member entity thereof).
- B. Past Performance History and Similar Design-Build Project Experience (15 points).** Proposer shall submit a short narrative describing its past performance on three (3) similar

projects of similar scope, complexity, and scale, including evaluations or grades with FDOT or similar agencies and letters of reference, or recommendations. It is preferred that the past performance history narrative include experience on all-electronic toll facility projects. Current contact information for each reference project must be provided for verification purposes. The past performance narrative is limited to three (3) 8½"x11" pages total. The evaluations or grades with FDOT or similar agencies and letters of reference, or recommendation are not included in the page limit. The additional three (3) pages will also not count toward the five (5) page limitation of the ELOI.

- C. Proposed Design-Build Firm Staffing and Organization Plan (15 points).** Proposer shall provide a short narrative describing its staffing plan and coordination plan for the Project. Proposer shall indicate the availability of Proposer for the duration of the Project, as well as for all individual Key Personnel and any Key Subcontractors or Key Subconsultants (i.e. the Prime Contractor or Lead Design Firm (if not the Proposer) and any firms used to satisfy the Pass/Fail Prequalification Work Class and Work Type requirements). This narrative shall count toward the five (5) page limitation.

Additionally, Proposer shall include an Organization Chart and Resumes for Key Personnel, as detailed below.

Organization Chart. An organization chart shall be provided and shall not exceed one (1) 11"x17" page and is excluded from the five (5) page limitation. Describe the organizational structure and the role of each Key Personnel and any Key Subcontractors or Key Subconsultants used to satisfy the Prequalification Work Classes. Identify the current and projected availability of the identified Key Personnel and identify their current and anticipated level of commitment to other projects and work

Resumes for Key Personnel. Resumes are limited to one 8½"x11" page each. Resumes are not counted toward the five (5) page limitation. Resumes for each of the following twelve (12) Key Personnel positions, as applicable, shall be provided:

1. Construction Project Manager
2. Construction Design-Build Coordinator
3. Construction Superintendent
4. Design Project Manager
5. Design Roadway Engineer of Record
6. Structures Engineer of Record
7. Design Landscape Architect of Record
8. Utility Coordination Manager
9. Design BIM Manager
10. Civil BIM Coordinator
11. Structural BIM Coordinator
12. Toll Project Manager

*Note that proposed Key Personnel, Key Subcontractors and Key Subconsultants shall not be changed after submittal of the ELOI without written consent of the Authority. Failure to receive approval on such a change may result in the Proposal being declared non-responsive.

D. Design-Build Project Requirements, Design and Construction Criteria, and Critical Issues, including Aesthetics and Community Involvement (20 points). Provide a narrative, within the five (5) page limitation, describing:

1. the Proposer's general understanding of the Project's Design-Build Project Requirements in Section IX and the Design and Construction Criteria in Section X.
2. the Proposer's understanding of the Project's goals, including any aesthetic, community, environmental, or sustainability goals.
3. what the Proposer believes are critical issues for this Project, including any specific issues related to Project aesthetics, community involvement, ramp redesign, underpasses, or interchanges.
4. the Proposer's outline for addressing such critical issues on this Project.
5. how Proposer views its role related to community outreach for the Project.
6. how Proposer intends to accomplish the Design-Build Firm's responsibilities set forth in Section O of Article X (Public Involvement), particularly regarding coordination with the Authority and its Public Information Consultant.
7. the Proposer's understanding of the Authority's All-Electronic Tolling (AET) operations and design of AET infrastructure for this Project.

The Authority will not consider ELOIs not in conformance with the RFP requirements or pages exceeding the page limit (except in cases where the Authority has specifically requested additional information). The Evaluation Committee also reserves the right to solicit from available sources relevant information concerning a Proposer's past performance. The Evaluation Committee may consider all such information in its selection of shortlisted Proposers.

5. ELOI EVALUATION CRITERIA

The criteria for evaluating the Phase 1 ELOIs will include:

PHASE 1 EXPANDED LETTERS OF INTEREST – EVALUATION CRITERIA		Maximum Point Value
	<u>Pass/Fail Criteria:</u>	
	<ul style="list-style-type: none"> • Proposer's Professional Consultant and Contractor FDOT Prequalification Meeting Work Classes in Section 3(A) • Proof of Insurance • Proof of Bonding Capacity • Claims Disclosure • If Proposer is a Joint Venture, any additional documents required 	Pass/Fail

	<u>Scored Categories:</u>	
1.	Past Performance History and Similar Design-Build Project Experience (Section 4(B) above) <ul style="list-style-type: none"> • Design-Build Project experience of the Proposer with projects of a similar size, scope, complexity and community involvement of the Project, including its Contractor and Professional Consultant • Proposer's experience on All-Electronic Tolling Projects • Professional Consultant and Contractor Grades with FDOT and similar agencies • Performance History with the Authority, FDOT, and other agencies • References 	15
2.	Proposed Organization and Staffing for Key Personnel and Key Subcontractors (if any) for this Project (Sections 4(C) above) <ul style="list-style-type: none"> • Design-Build Firm Organization Chart • Key Personnel Resumes • Design-Build Firm staffing plan • Design-Build Firm coordination plan • Availability 	15
3.	So. Selmon Capacity Design-Build Project Requirements and Critical Issues, including Aesthetics and Community Involvement (Section 4(D) above) <ul style="list-style-type: none"> • General understanding of Project's Design-Build Project Requirements and Design and Construction Criteria. • Proposers Understanding of Project's tolling requirements including maintaining existing operations during construction and the design and construction of the new tolling infrastructure. • Understanding of Project goals • Identification of critical issues • Outline for addressing critical issues • Proposer's plan to accomplish its responsibilities regarding public involvement and community outreach • Proposer's plan to avoid and minimize adverse impacts to adjacent communities during construction 	20
	Total:	50

The 50 total points are for determining the shortlist firms only and will not carry over to Phase 2.

6. PHASE 1 SCORING

The ELOs will first be opened and reviewed for responsiveness and responsibility based on the pass/fail

criteria. Initial review will be by Authority's staff and Technical Advisors.

Each Evaluation Committee Member shall then individually score each responsive Proposer, and an average score for each Proposer shall be computed by the Authority. No more than three (3) Proposers with the highest average Evaluation Committee scores shall be recommended for the shortlist.

Proposers will be informed of the Phase 1 scores by Addendum.

7. SHORTLISTED FIRMS

By the deadline specified in the RFP at Section II, Schedule of Events, Proposers are required to advise the Authority in writing of their intent to continue to Phase 2. Proposers that do not declare affirmatively in writing by the stated deadline may not be eligible to continue on to Phase 2. Of the firms declaring their intent to move forward, the Authority intends to shortlist no fewer than three (3) if reasonably possible, and no more than five (5) firms that are the most qualified based on the evaluation and scoring criteria outlined for Phase 1. If less than three (3) qualified firms submit responses, the Authority, at its sole discretion, may elect to continue the selection process, reconvene the shortlisting meeting for reconsideration of the shortlist, or re-advertise the Project. Shortlisted Proposers will proceed to Phase 2.

V. PHASE 2 – TECHNICAL PROPOSALS

1. GENERAL

Phase 2 of the procurement process will require submission of a Technical Proposal and a Price Proposal, due on different dates.

The Proposer shall not discuss or reveal elements of the Price Proposal in the written Technical Proposals.

2. TECHNICAL PROPOSAL SUBMITTAL PROCEDURE

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

The Technical Proposal shall only be submitted on a flash drive, in PDF format including bookmarks for each section and OCR'd. Bookmarks which provide links to content within the Technical Proposal are allowed. Bookmarks which provide links to information not included within the content of the Technical Proposal shall not be utilized. No macros will be allowed. Minimum font size of ten (10) shall be used. Times New Roman shall be the required font type. The Technical Proposal must be received by the Authority via mail or hand-delivery on or before the time and at the exact place provided for in this RFP.

The Technical Proposal shall be delivered to:

Tampa-Hillsborough County Expressway Authority
1104 East Twiggs St, Suite 300
Tampa, FL 33602
ATTN: PROCURMENT, Shannon Bush, Contracts and Procurement Manager

The package shall indicate clearly that it is the Technical Proposal and shall clearly identify the Proposer's name, contact number, Project number, and Project description. Technical Proposals received after that time will not be considered and will be returned unopened. Technical Proposals transmitted by facsimile or electronic mail are non-responsive and will not be considered.

3. TECHNICAL PROPOSAL – MINIMUM INFORMATION REQUIRED

The minimum information to be included in the Technical Proposals is as follows:

Section 1: Project Approach

- Paper size: 8½" x 11". The maximum number of pages shall be ten (10), single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as two (2) pages. 11"x17" sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the Project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and understanding of the Project and to provide confidence the design and construction can be completed as proposed.
- Provide the term, measurable standards, and remedial work plan for any proposed Value-Added features that are not Value-Added features included in

this RFP at Section V(4) Item 6 (i.e. Value-Added Asphalt, Value-Added Concrete Pavement, and Value-Added Bridge Components), or for extending the Value-Added period of a Value-Added feature that is included in this RFP. Describe any material requirements that are exceeded.

- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the Project needs required of this Request for Proposal. The Written Schedule Narrative shall include the toll site infrastructure and the 180-day period where toll equipment installation and commissioning will be completed at the new toll gantries by the Authority.
- Bar/Gantt charts shall be plotted on double-sided 8 ½" x 11" sheets and included as an Appendix to the Technical Proposal. Bar/Gantt charts will not be counted in the Section 1 page limit, provided additional information such as graphics and technical proposal text is not included

Section 2: Plans

- Technical Proposal Plans for the proposed improvements shall be submitted on 11"x17" sheets.
- Roll plots not exceeding 36" x 48" in size are preferred by the Authority for showing the Plan and Profile information.
- Right of Way Maps and Legal Descriptions (including area in square feet) of any proposed additional Right of Way parcels if applicable and approved through the ATC process. Provide Technical Proposal Plans in accordance with the requirements of the FDOT Design Manual, except as modified herein.
- Provide a conceptual plan for addressing the Wrong-Way driving and ITS controls.
- The Plans shall complement the Proposer's Project Approach Section.
- All plan and profile sheets shall utilize a maximum horizontal scale of 1" = 50'. Drainage maps may utilize larger scales in accordance with the FDM.

Section 3: Renderings (Not included in ten-page Proposal page-count)

- Provide color renderings on 11" x 17" sheets of each of the two (2) concepts of how the Proposer will continue the theme from the Selmon West Extension throughout the Project corridor. Proposer shall include renderings showing its aesthetic treatments of retaining walls, noise walls and bridges (Six (6) sheets maximum).
- Provide color renderings on 11" x 17" sheets of Proposer's two (2) concepts of the proposed improvements at the Euclid and Willow Interchanges (four (4) sheets maximum).

The Proposer shall not discuss or reveal elements of the Price Proposal in the written Technical Proposal.

4. TECHNICAL PROPOSAL EVALUATION CRITERIA

The Evaluation Committee shall individually evaluate the written Technical Proposal submitted by each responsive Shortlisted Proposer. Each Evaluation Committee Member shall score each Shortlisted Proposer

individually, and an average score for each Shortlisted Proposer shall be computed. A technical score for each Shortlisted Proposer will be based on the following seven technical evaluation criteria items:

1. Design and Aesthetics
2. Temporary Traffic Control Plan
3. Coordination
4. Utilization of Sustainable, Recycled, and Environmentally Friendly Materials
5. Value-Added Features
6. SBE Participation

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

Item 1. Design and Aesthetics (30 points)

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

- Structures design
- Roadway design / and safety
- Drainage design / Permitting
- Environmental Design / Permitting
- Design coordination plan minimizing design changes
- Geotechnical investigation plan
- Geotechnical load test program
- Utilization of Sustainable, Recycled, and Environmentally Friendly Materials
- Minimizing impacts through design to:
 - Environment
 - Public
 - Adjacent Properties
 - Structures
- Signing and Pavement Markings design
- Signalization design including applicable signalization innovations
- ITS design including applicable ITS innovations
- Lighting design
- Tolling Infrastructure design meeting or exceeding GTR requirements
- Maintainability
- Aesthetics
- Utility Coordination and Design

Credit will be given for aesthetics features of the design including but not limited to the following: considerations in the geometry, suitability and consistency of wall and structure types, finishes, shapes, proportions and form throughout the limits of the Project.

Credit will be given for an aesthetic solution which addresses the following:

- Provides a balance between structural functionality and aesthetically complementing and enhancing the Selmon Expressway's sense of place as the signature roadway in south Tampa.

- Develops a corridor-wide approach which encompasses all elements within the project setting, and continues the aesthetic theme of the recently constructed Selmon West Extension throughout the project corridor
- Consistent use of shapes, forms, sizes, orientations, textures, colors, and finishes and other aesthetic treatments across structural elements and types. This includes aesthetic integration of the superstructure and substructure elements as well as the various pier types (concentric, cantilever, and straddle).
- Minimizes the variations of the structural forms, shapes, and sizes.
- Minimizes visual discontinuities and abrupt changes in structural features.
- Develop textures, reliefs, and finishes which are meaningful to pedestrians, bicyclists, and motorists alike.

Interchange and Underpass Areas:

- Structural shapes, forms, sizes, orientations, textures, colors, finishes and other aesthetic treatments consistent with the existing surrounding neighborhood elements.
- Underpass landscape, hardscape, lighting, and pedestrian accommodations
- Underpass area treatments and public space improvements which further integrate the new structural elements into the surrounding neighborhoods.

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

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

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

Item 2. Construction (30 points)

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

- Safety
- Structures construction
- Roadway construction
- Drainage construction
- Toll site infrastructure construction and implementation, maintaining tolling operations during construction, and transitioning from existing tolling operation to tolling operations at the six new toll sites.
- Construction coordination plan minimizing construction changes
- Minimizing impacts through construction to:
 - Environment
 - Public
 - Adjacent Properties
 - Structures
- Implementation of the Environmental design and Erosion/Sediment Control Plan

- Utility Coordination and Construction

Credit will be given for the development of a plan that identifies a detailed step-by-step sequence of construction of foundations for widened bridges, and substructure elements. The plan shall denote clearly when construction operations are limited to nighttime or daytime work hours and shall denote how the Proposer will avoid and minimize impacts to adjacent properties.

Credit will be given for developing and deploying construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and worker safety. This shall include, but not be limited to, minimization of lane and driveway closures, lane widths, visual obstructions, construction sequencing, and drastic reductions in speed limits.

Credit will be given for a construction plan with early completion of the eastbound associated roadway, structures, drainage, retaining wall, sound wall as per the Authority project commitments (see Section IX (C)).

Credit will be given for construction plan with early completion of the foundations and substructure for the widening of the bridge over the Hillsborough River in order to avoid conflicting with the City of Tampa's West Riverwalk project as per the Authority project commitments (see Section IX (C)).

Credit will be given for ensuring all environmental commitments are honored (see Section IX (C)).

Credit will be given for a tolling infrastructure construction plan that meets or exceeds the GTR requirements and minimizes disruption to existing Selmon Expressway tolling operations and provides for a smooth transition to commencement of toll collection at the six (6) new toll sites.

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

Credit will be given for a construction approach, procedurally and requirements of equipment, which minimizes noise, vibration, and other construction impacts to adjacent properties.

Credit will be given for a construction plan with early completion of public space areas for use by the general public.

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

Item 3. Temporary Traffic Control Plan (TTCP) (15 points)

Credit will be given for the following TTCP features:

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

- Minimization of lane closures, off site detours, lane width reductions, median opening closures, visual obstructions, and reductions in speed limits. The total number of median closures and off-site detours shall be quantified in the written Technical Proposal.
- A TTCP that minimizes the number of traffic shifts and disruption of traffic throughout the contract duration.
- Identifying the proposed days of closures and detours.

- Approach to a TTCP that includes maintaining the existing capacity of the Selmon Expressway mainline, ramps, and cross streets to the maximum extent possible.
- Approach to a TTCP that maintains existing tolling operations to the maximum extent possible.
- An Incident Management Plan

Item 4. Coordination (10 points)

Credit will be given for the Proposer's proposed communication and coordination approach with:

- Proposer's Key Subcontractors and Key Subconsultants
- Tampa-Hillsborough County Expressway Authority
 - Project Manager/GEC
 - Communications Project Manager
 - THEA's Toll Equipment Contractor
- CSX Railroad
- City of Tampa
- Permitting Agencies
- Project Stakeholders

Item 5. Utilization of Sustainable, Recycled, and Environmentally Friendly Materials (5 points)

Credit will be given for minimizing impacts to the environment during all phases of design and construction, including identification in the Technical Proposal and Proposal plans of specific sustainable, recycled and environmentally friendly materials proposed for use on the Project.

Item 6. Value-Added Features (5 points)

Credit will be given for the following Value-Added features:

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

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

Value-Added Feature	Minimum Value-Added Period
Value-Added Asphalt	3 years
Value-Added Concrete Pavement	5 years
Value-Added Bridge Components	5 years

Item 7. SBE Participation (5 points)

Proposer shall identify the level of SBE Participation proposed for the Project by filling out and submitting THEA FORM: A_00X.03 – Anticipated SBE Participation Statement_12-14-2020.docx

5. TECHNICAL PROPOSAL SCORING

The Evaluation Committee shall individually evaluate the written Technical Proposal submitted by each responsive Shortlisted Proposer based on the seven (7) Item categories described above. Each Evaluation Committee Member shall score each Shortlisted Proposer individually. An average score for each Shortlisted Proposer shall then be computed by the Authority.

	<u>Item</u>	<u>Maximum Value</u>
1.	Design and Aesthetics	30
2.	Construction	30
3.	Temporary Traffic Control Plan	15
4.	Coordination	10
5.	Utilization of Sustainable, Recycled, and Environmentally Friendly Materials	5
6.	Value-Added Features	5
7.	SBE Participation	5
TOTAL:		100

The Authority reserves the right to consider any Technical Proposal as non-responsive if any part of the Technical Proposal does not meet the codes and criteria established in the Procurement Documents.

VI. INNOVATIVE ASPECTS FOR TECHNICAL PROPOSALS

1. GENERAL

- a) 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 the Proposer's means and methods, roadway alignments, approach to Project, etc.
- b) Certain critical elements of this Project, which may reduce the construction coverage, diminish the design criteria or quality, or increase impacts, shall not be allowed. These elements include:
 - Reduction in the number of lanes and lane widths as depicted in the Conceptual Typical Sections and Concept Plans.
 - Reduction in permanent design speeds on all State or local roads.
 - Reduction in the Access Classification and Control, or changes to the access management or property access requirements.
 - Significant changes to any alignments that may jeopardize the cost feasibility of the proposed multi-laning of the South Selmon Expressway.
 - Elimination of tolling point locations.
 - Elimination of tolling site and equipment
 - Failure to reconstruct overhead sign span assemblies
 - Failure to install wrong-way driving security features
 - Failure to install noise walls as depicted in the Conceptual Typical Sections and Concept Plans
- c) All ATC-related submissions must be received by the Authority via mail or hand-delivery on or before the time and at the exact place provided for in this RFP. ATC-related submissions shall only be submitted on a flash drive. Bookmarks which provide links to content within the submission are allowed. Bookmarks which provide links to information not included within the content of the submission shall not be utilized.

All ATC-related submissions shall be delivered to:

Tampa-Hillsborough County Expressway Authority
1104 East Twiggs St, Suite 300
Tampa, FL 33602
ATTN: PROCURMENT, Shannon Bush, Contracts and Procurement Manager

The package shall indicate clearly that it is an ATC-related submission and shall clearly identify the Proposer's name, contact number, Project number, and Project description. ATC-related submissions received after the proscribed deadline will not be considered.

- d) It is solely the Proposer's responsibility to ensure that any ATC-related submission is received by the Authority by its due date and time.

2. ALTERNATIVE TECHNICAL CONCEPT (ATC) PROPOSALS

The Authority has chosen to incorporate in the Design-Build method of project delivery the process whereby Shortlisted Proposers may propose innovative technical solutions for the Authority's approval which meet or exceed the goals of the Project. The process, outlined below, involves the submission of an Alternative Technical Concept (ATC). This process has shown to be very cost effective in providing the best-value solution which is often a result of the collaborative approach of the contractor and their designer. The deadlines for the ATC submission process are set forth in Section II of this RFP and may be modified only through an Addendum.

The ATC process allows innovation, flexibility, time and cost savings on the design and construction of Design-Build Projects while providing the best value for the public. Any deviation from the RFP that the Proposer seeks to obtain approval to utilize prior to Technical Proposal submission is, by definition, an ATC and therefore must be discussed and submitted to the Authority for consideration through the ATC process. ATCs also include items defined in FDM, Part 1, Chapter 121.3.2. The proposed ATC shall provide an approach that is equal to or better than the requirements of the RFP, as determined by the Authority in its sole discretion. ATC Proposals which reduce scope, quality, performance, or reliability should not be proposed. A proposed concept does not meet the definition of an ATC if the concept is contemplated by the RFP.

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

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

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

- Modifications to the horizontal and/or vertical geometry requiring an ATC submittal as described in Section VI.F of this RFP
- Modifications to the Conceptual Typical Sections directly related to the horizontal and/or vertical geometry

3. ONE-ON-ONE POTENTIAL ATC DISCUSSION MEETINGS

One-on-One ATC discussion meetings may be held in order for the Shortlisted Proposer to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction

criteria. Any such meetings shall be conducted in accordance with Florida Statutes, Section 286.0113. Each Proposer with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Proposer shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of potential ATCs to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATC's to be discussed but it should be sufficiently comprehensive to allow the Authority to identify appropriate personnel to participate in the One-on-One ATC discussion meetings.

The purpose of the One-on-One ATC discussion meeting is to discuss the potential ATCs, answer questions that the Authority may have related to the potential ATC, review other relevant information and when possible, establish whether the potential ATC meets the definition of an ATC thereby requiring the submittal of a formal ATC Proposal. The meeting should be between representatives of the Proposer and/or the Proposer's Engineer of Record and Authority staff and agents as needed to provide feedback on the potential ATC. Immediately prior to the conclusion of the One-on-One ATC discussion meeting, the Authority will advise the Proposer as to the following related to the potential ATCs which were discussed:

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

For One-on-One ATC discussions, provide a minimum of seven (7) printed handouts and one (1) flash drive to be retained by the Authority in the secure procurement file. The Authority will return all handouts back to the Proposer except one (1) flash drive with all presentation materials and handouts that will remain in the secure procurement file.

4. SUBMISSION OF ATC PROPOSALS

If a Shortlisted Proposer is advised that its potential ATC requires an ATC Proposal submission, the Proposer may submit a formal ATC Proposal as directed. All ATC Proposals must be submitted pursuant to Section VI(1)(c) above and shall be submitted prior to the deadline shown in the Schedule of Events of this RFP (Section II).

The submission must be clearly marked as DRAFT. The Proposer, by submitting a Draft ATC, understands that the purpose of the submission is to provide information to facilitate the discussion during ATC meetings and that the Authority will discuss the concept but is not obligated to reply to the draft submission as if it were a formal ATC submittal. However, at any time prior to the formal ATC Proposal submittal, the Authority may provide the Proposer with a draft written response. The draft written response shall be clearly marked as DRAFT.

All ATC Proposal submittals are required to be on plan sheets and shall be sequentially numbered and include the following information and discussions:

- a) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis as applicable.
- b) Usage: The locations where and an explanation of how the ATC would be used on the Project.

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

5. REVIEW AND APPROVAL OF ATC PROPOSALS

After receipt of the ATC Proposal, the Authority's Contracts and Procurement Manager or designee, will respond to the Proposer in writing within fourteen (14) calendar days of receipt of the ATC Proposal as to whether the ATC is acceptable, not acceptable, or requires additional information. If the Authority's Contracts and Procurement Manager, or its designee, determines that more information is required for the review of an ATC, questions will be prepared by the Contracts and Procurement Manager, or designee, to request and receive responses from the Proposer. The review should be completed within fourteen (14) calendar days of the receipt of additional information. If the review will require additional time, the Proposer will be notified by the Contracts and Procurement Manager in advance of the 14-day deadline with an estimated timeframe for completion.

Approved Design Exceptions or Design Variations required as part of an approved ATC Proposal will result in the issuance of an addendum to the RFP notifying all Shortlisted Proposers of the approved Design Exception(s) or Variation(s). Prior to approving proposed ATCs which would result in the issuance of an Addendum as a result of a Design Exception or Variation, the Proposer will be given the option to withdraw previously submitted ATC Proposals.

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

Through the ATC process, the Proposer may submit, and the Authority may consider, geometric modifications to the Concept Plans or other contract requirements that will provide an engineering solution that is better overall in terms of traffic flow and reduced congestion. The approval of ATCs related to improvements of traffic flow and reduced congestion is at the sole discretion of the Authority. It is the Proposer's responsibility to clearly establish in the ATC process how the engineering solution provides a benefit to the Authority and identify areas of conflict outlined in the RFP.

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

6. INCORPORATION OF APPROVED ATCs INTO THE TECHNICAL PROPOSAL

Proposers will have the option to include any Authority-approved ATCs in their Technical Proposal. The Total Lump Sum Contract Amount should reflect any incorporated ATCs. All approved ATCs that are incorporated into the Technical Proposal must be clearly identified in the Technical Proposal Plans and/or Roll Plots. The Technical Proposal shall also include a listing of the incorporated, approved ATCs.

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

VII. PHASE 2 - PRICE PROPOSALS

1. GENERAL

The Total Lump Sum Contract Amount shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Proposer's quality plan, construction of the Project, and all other work and services necessary to fully and timely complete the Work and the Project in accordance with the Contract Documents and Procurement Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for the Project will be full, complete, and final compensation for the work required to complete the Project within the time required by the Contract Documents.

The Price Proposal shall include a Schedule of Values (attached hereto) with estimated quantities and associated unit prices.

2. PRICE PROPOSAL SUBMITTAL PROCEDURE

Proposers shall complete the Bid Blank Form attached hereto and shall include one Total Lump Sum Contract Amount for the Work within which the Proposer will complete the Project.

The Price Proposals shall only be submitted on a flash drive, in PDF format. The Price Proposal shall be hand delivered or mailed in a sealed package to the following:

Tampa-Hillsborough County Expressway Authority
1104 East Twiggs Street, Suite 300
Tampa, Florida 33602
ATTN: PROCUREMENT, Shannon Bush, Contracts and Procurement Manager

The package shall indicate clearly that it is the Price Proposal and shall clearly identify the Proposer's name, contract number, Project number, and Project description. The Price Proposal shall be secured and unopened until the date specified for opening of Price Proposals. Price Proposals received after that time will not be considered and will be returned unopened. Price Proposals transmitted by facsimile or electronic mail are non-responsive and will not be considered. The Price Proposal Guaranty shall be enclosed in the sealed envelope with the Bid Blank Form. Price Proposals must be submitted on an exact reproduction of the Bid Blank Form provided.

Price Proposals received will be publicly opened and the contents noted, except as provided in the Instructions to Proposers – Basis of Award, at the time and place specified in the Request for Proposal. Proposers or their authorized agents are invited to be present during the proposal opening.

3. FLORIDA SALES AND OTHER TAXES

The Proposer is responsible for paying to the appropriate governmental entity all applicable taxes. Any applicable tax legally enacted when the Proposals are received shall be included in the Total Lump Sum Contract Amount by the Proposer, whether or not yet effective or merely scheduled to go into effect.

4. PRICE PROPOSAL GUARANTY

A Price Proposal Guaranty in an amount of not less than five percent (5%) of the Total Lump Sum Contract 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 Price Proposal Guaranty 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 design-build contract and supply all other submittals due therewith. If the Proposer improperly withdraws its Proposal, or if the Proposer receives a Notice of Intent to Award the Contract and fails to execute and deliver to the Authority any of the Contract Documents or information required by this RFP within ten (10) days after the Authority's written request, the Authority shall be entitled to the full amount of the Price Proposal Guaranty, not as a penalty, but in liquidation of and compensation for damages. 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. A Notice of Intent to Award may then be provided to the next lowest, qualified, responsible Proposer whose Proposal is responsive to the Request for Proposals. The Price Proposal Guaranty of all Proposers shall be released pursuant to 3-4 of the Division I Design-Build Specifications.

VIII. FINAL SELECTION AND BASIS OF AWARD

1. FINAL SELECTION FORMULA

The Authority shall publicly open the sealed Price Proposals and calculate an adjusted score using the following formula:

$$\frac{BPP}{TS} = \text{Adjusted Score}$$

BPP = Total Lump Sum Contract Amount proposed

TS = Technical Score (Average Score from Technical Proposal)

The intended selected Proposer will be the responsive and responsible Proposer whose adjusted score is lowest.

2. FINAL SELECTION PROCESS/BASIS OF AWARD

After the sealed Price Proposals are received, the Authority will have a public meeting for the announcement of the Technical Scores and opening of sealed Price Proposals. At this meeting, the Authority will announce the score for each member of the Evaluation Committee, by category, for each Proposer and each Proposer's Technical Score. Following announcement of the Technical Scores, the sealed Price Proposals will be opened and the Adjusted Scores calculated. The Authority will document the preliminary results as presented in the meeting.

The Authority's Board of Directors will review the recommendation of the Evaluation Committee and will make a final determination.

In determining the apparent lowest Adjusted Score, the Authority reserves the right to correct, in all Proposals, obvious mathematical errors within the Price Proposal. The Authority reserves the right to correct any errors in the evaluation and selection process that may appear to have been made. The Authority is not obligated to award the design-build contract and the Authority's may decide to reject all Proposals. If the Authority decides not to reject all Proposals, the design-build contract shall be noticed for award to the responsive and responsible Proposer determined by the Authority to have the lowest Adjusted Score.

All decisions regarding award of the design-build contract will be made by the Authority at open public meetings in accordance with the requirements of Florida Statutes, Section 286.011, and all interested parties are invited to attend such meetings.

3. REJECTION OF PROPOSALS

A Proposal may be considered irregular and may be rejected if, in the Authority's sole discretion, the Proposal contains any omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. In addition, the Authority reserves the right to reject for any reason, in its sole discretion, all Proposals at any time prior to full execution of a contract and delivery of same to the Proposer.

The Authority reserves the right to request additional or missing information and make corrections to obvious errors to a Technical Proposal or Price Proposal and to waive any irregularities in any Proposal, to reject any or all Proposals, to re-advertise the Project or elect not to proceed with the Project.

4. EXECUTION OF THE CONTRACT

Unless all Proposals are rejected, a Notice of Intent to Award the design-build contract will be issued to the apparent successful Proposer. The Notice of Intent to Award does not create a contractual relationship between the parties. Rather, it triggers the Proposer's obligation to, within ten (10) business days of the date of Notice of Intent to Award (or other such time fixed by the Authority in writing), execute and deliver to the Authority all of the required Contract Documents, including, but not limited to the following:

- The design-build contract in the form contained in the Contract Documents
- The Performance Bond and Payment Bond in the form contained in the Contract Documents each for not less than the Total Lump Sum Contract Amount,
- The Power of Attorney and Countersignature for the Performance and Payment Bonds,
- The Certificate of Insurance evidencing the required insurance coverage,
- The required MWBE and LDB/VBE (DBE) data and submittals, if applicable,
- The Preliminary Schedule.

The above documents must be furnished, executed, and delivered to the Authority before the Contract Documents will be executed by the Authority. The design-build contract shall not be deemed awarded and shall not be binding upon the Authority until it has been executed by the Authority and a copy of the fully executed Contract Documents is delivered to the successful Proposer.

In the event that the apparent successful Proposer fails to execute the awarded design-build contract and to submit the above documents within the time prescribed, the Authority may annul the award, causing the Proposer to forfeit the Price Proposal Guaranty to the Authority as liquidation of damages sustained. The Authority may then award the Contract to the responsible Proposer with the next lowest, adjusted score, re-advertise, or accomplish the Project using alternate resources.

Proposers are hereby informed that the award of this Contract is contingent upon the Authority's available funding. The Authority reserves the right not to proceed with the award of the design-build contract for any reason, including, but not limited to, if the lowest Total Lump Sum Contract Amount exceeds the Authority's estimates or budget or funding is otherwise unavailable. The Authority shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Price Proposal Guaranty to the Proposer, at any time before the Contract Documents have been fully executed by all parties and delivered to the Proposer.

IX. 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 Authority, Florida Department of Transportation (Department), FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Authority at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and FDOT Standard Plans with applicable Interim Revisions. 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, FDOT Standard Plans and applicable Interim Revisions in effect **on the date that Price Proposals are due per Section II. Schedule of Events**. 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/>
- 3a. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM)
<http://www.fdot.gov/roadway/FDM/>
4. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
5. Florida Department of Transportation Surveying Procedure 550-030-101
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
6. Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.fdot.gov/geospatial/doc_pubs.shtm
7. Florida Department of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
8. Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
9. Florida Department of Transportation Structures Manual
<http://www.fdot.gov/structures/DocsandPubs.shtm>

10. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual, FDOTConnect and FDOT2021 C3D (November 2021)
<https://www.fdot.gov/cadd/downloads/publications/caddmanualfdm/fdotconnectc3d.shtm>
11. AASHTO – A Policy on Geometric Design of Highways and Streets
https://bookstore.transportation.org/collection_detail.aspx?ID=110
12. MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
13. Safe Mobility for Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
14. Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
15. Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
16. Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
17. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
18. Florida Department of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
19. Florida Department of Transportation Utility Accommodation Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0
20. AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
21. Florida Department of Transportation Flexible Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
22. Florida Department of Transportation Rigid Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
23. Florida Department of Transportation Right of Way Manual
<http://www.fdot.gov/rightofway/Documents.shtm>
24. Florida Department of Transportation Traffic Engineering Manual
<http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
25. Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm
26. 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>

27. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
28. AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
29. Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
30. Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>
31. 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](#)
32. Florida Department of Transportation Bridge Load Rating Manual
<http://www.fdot.gov/maintenance/LoadRating.shtm>
33. National Electrical Code
http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-P1194.aspx?order_src=D347&gclid=CPT6k6zP0M0CFQcMaQodkooAuQ
34. National Electrical Safety Code
<http://standards.ieee.org/about/nesc/>
35. 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>
36. AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116
37. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17
38. FDOT Drainage Design Guide
<https://www.fdot.gov/roadway/drainage/design-guide>
39. Florida Bridge Scour Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/drainage/bridgescour/fdot-scour-manual.pdf?sfvrsn=6b9990fb_4

B. 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.

C. Project Commitments:

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

	Commitment	Responsible Party
1	Design-Build Firm shall not disrupt any toll collection operation, revenue collection or Intelligent Transportation System during any construction phase.	Design-Build Firm
2	During construction for the project within the Fort Brooke site (8HI00013), ground disturbance that goes beyond the depth of one meter (3.3 ft) shall be monitored by a qualified archaeologist.	Design-Build Firm
3	If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project area, construction activities involving subsurface disturbance in the vicinity of the discovery will cease. The Florida Department of State, Division of Historical Resources, Compliance Review Section will be contacted. The subsurface construction activities will not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during construction activities, all work will stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.	Design-Build Firm
4	Design-Build Firm shall adhere to the most current National Marine Fisheries Service's (NMFS) Construction Special Provisions - Gulf Sturgeon Protection Guidelines for the protection of the Gulf Sturgeon.	Design-Build Firm
5	Design-Build Firm shall adhere to the most current NMFS's Sea Turtle and Smalltooth Sawfish Construction Conditions during project construction.	Design-Build Firm

	Commitment	Responsible Party
6	<p>Design-Build Firm shall implement the U.S. Army Corps of Engineers (USACE) Standard Manatee Conditions for In-Water Work (most current version). These guidelines will be incorporated as part of the final project design. Additional special conditions for manatees will be addressed during construction and include the following:</p> <ul style="list-style-type: none"> -Barges will be equipped with fender systems that provide a minimum standoff distance of four feet between wharves, bulkheads and vessels moored together to prevent crushing manatees. Existing slow speed or no wake zones will apply to work boats and barges associated with construction; and -The spacing between the bridge pilings will be at least 60 inches to allow for manatee movement in between the pilings. If a minimum of 60-inch spacing is not provided between piles, further coordination will be conducted with the U.S. Fish and Wildlife Service (USFWS). -Any culverts larger than eight inches and less than eight feet in diameter will be grated to prevent manatee entrapment. 	Design-Build Firm
7	<p>Design-Build Firm shall implement a Marine Wildlife Watch Plan for the West Indian/Florida manatee during project construction to eliminate the possibility of construction-related manatee injury or death. These guidelines will be incorporated into the final project design.</p>	Design-Build Firm
8	<p>Design-Build Firm shall coordinate with the NMFS, USFWS, and/or USACE regarding potential impacts associated with pile driving activities needed for bridge construction over the Hillsborough River.</p> <ul style="list-style-type: none"> -The size/style of piles, quantity of piles, number of piles driven per day, number of strikes per pile, and other information needed to determine potential hydroacoustic impacts to marine wildlife is currently unknown. -THEA will inform the Design-Build Firm of the requirement to use a ramp-up procedure during the installation of piles. This procedure allows for a gradual increase in noise level to give sensitive species ample time to flee prior to initiation of full noise levels. This approach can reduce the likelihood of secondary or sub-lethal effects from sound impulses associated with pile driving. -No nighttime in-water work will be performed. In-water work will be conducted from official sunrise until official sunset times. 	Design-Build Firm
9	<p>Design-Build Firm shall construct Concrete Barrier/Noise Walls (8'0") the entire length of the Project on both sides of the roadway.</p>	Design-Build Firm

	Commitment	Responsible Party
10	Construction of the improvements to the Expressway bridges over the Hillsborough River shall be coordinated by Design-Build Firm with contractor building the City of Tampa's West Riverwalk project.	Design-Build Firm
11	Wrong-Way driving warning systems with in-pavement blinking lights shall be installed on all off-ramps within the Project limits	Design-Build Firm
12	BIM/CADD deliverables in addition to PDF plan sets shall be submitted by the Design-Build Firm for each design submittal.	Design-Build Firm
13	As part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for delivery as the as-built Asset Information Model (AIM).	Design-Build Firm
14	Design-Build Firm's first construction activity shall be to construct and maintain 8-ft security/construction/visual barrier fence along the eastbound roadway	Design-Build Firm
15	The Authority is committed to providing agencies using THEA rights-of-way for parking with a minimum 30-day notice of upcoming partial or full parking lot closures due to construction activities. Design-Build Firm shall notify the Authority of any impacts to existing parking in time for the Authority to provide the minimum 30-day notice.	Design-Build Firm & Authority
16	Design-Build Firm shall construct Public Space Improvements underneath the bridge overpasses at Bay-to-Bay Blvd. and MacDill Ave. Concept features include a Dog Park, Flexible and/or Recreational Use Space, Enhanced Parking as identified in the R_17 – Bay to Bay Concept Final.pdf in the Reference Documents.	Design-Build Firm & Authority, as stated

D. Permitting:

The Design-Build Firm shall be responsible for obtaining all applicable permits and agency approvals for the project. Anticipated permitting agencies include, but are not limited to, United States Coast Guard, USCOE, FDEP, SWFWMD, City of Tampa, and Port Tampa Bay.

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 be responsible for obtaining new or modifying existing permits as necessary to accurately depict the final design. The Design-Build Firm shall be responsible for any necessary permit time 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 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. 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 applicable permitting agency. An electronic copy of all correspondence with any of the permitting agencies shall be sent to the Authority. 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 project permits valid throughout the construction period. The Design-Build Firm shall provide the Authority with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the Authority prior to submittal to the agencies.

The Design-Build Firm will be required to pay all permit and public notice 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.

Prior to submitting a permit application or modification to a regulatory agency, the Design-Build Firm shall provide the Authority a draft of all supporting information. The Authority will have up to 10 calendar days (excluding weekends and Authority observed holidays) to review and comment on the draft permit application package. The Design-Build Firm will address all comments by the Authority and obtain Authority approval, prior to submittal of the draft permit application package. The Design-Build Firm shall be solely responsible for all time and costs associated with providing the required information to the Authority, as well as the time required by the Authority to perform its review of the permit application package, prior to submittal of the permit application(s) by the Design-Build Firm to the regulatory agency(ies).

Any additional mitigation required due to design modifications proposed by the Design-Build Firm shall be the responsibility of the Design-Build Firm, consistent with the provisions of Section 373.4137, Florida Statutes, and acceptable to the permitting agency(ies). The Design-Build Firm shall be solely responsible for all costs associated with permitting activities and mitigation, and shall include all necessary permitting activities in its schedule.

The Design-Build Firm shall be responsible for procurement of all applicable Hillsborough County and

City of Tampa permits and approvals. These may include but are not limited to right-of-way use, access, utilities, water, wastewater, 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 8-7.3, being made directly to the Director, the Authority reserves unto the Director, 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 Director 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 Director under this provision.

E. Railroad Coordination:

All required Railroad Reimbursement Agreements will be between CSX Transportation, Inc. ("CSX") and the Authority. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these agreements. The Design-Build Firm must make the necessary arrangements with CSX prior to encroachments into the railroad rights-of-way.

Based on the Authority's Concept Plans, it is anticipated that protective services (i.e., watchman or flagging services) furnished by CSX Transportation, Inc., will be required for twenty (20) or more consecutive calendar days (long-term) and the Authority has not notified CSX Transportation, Inc. The Design-Build Firm shall be solely responsible for contacting CSX and scheduling all CSX protective services, and direct payment for such protective services.

Coordination with CSX Transportation, Inc. is anticipated for but not limited to the following:

- Westbound Selmon Expressway widening within Authority right-of-way adjacent to CSX right-of-way
- Westbound Selmon Expressway widening potentially impacting existing railroad crossing signals/gates at:
 - El Prado Blvd.
 - MacDill Ave.
 - Mississippi Ave
 - Howard Ave.
 - Watrous Ave
 - Morrison Ave.
 - Swann Ave.
- Re-decking of Westbound Selmon Euclid Exit Ramp Bridge over El Prado Blvd.

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 an 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, and 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 Department, City of Tampa, and Authority records and other information.

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

I. Submittals:

• **Component Submittals:**

The Design-Build Firm may submit components of the contract plans set instead of submitting the entire contract plan set; however, sufficient information from other components must be provided to allow for a complete review. In accordance with the FDOT Design Manual, components of the contract plans set are roadway, signing and pavement marking, signalization, ITS, lighting, landscape, architectural, structural, and toll facilities. The Authority will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal.

The Design-Build Firm may submit components for project segments; however, sufficient information on adjoining areas must be provided to allow for a complete review. Submittals for bridges are limited to foundation, substructure, and superstructure. For bridges over navigable waterways, submittals are limited to foundation, approach substructure, approach superstructure, main unit substructure, and main unit superstructure. Further dividing the foundation, substructure, or superstructure into individual elements (i.e. Pier 2, Abutment 1, Span 4, etc.) will not be accepted.

Category 1 and 2 bridge submittals shall contain the following:

- Plan sheets for the component under review developed to the specified level of detail (i.e. 90% plans, Final plans, etc.) as outlined in the FDM.
- A complete set of the most developed plan sheets for all other major elements of the bridge. These sheets shall be marked "For Information Only" on the index sheet. In no case shall a plan sheet be less than 30% complete.
- Design documentation including a complete set of calculations, geotechnical reports, pertinent correspondence, etc. in support of the 90% and final component submittals.

• **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. 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". The Design-Build Firm will be required to submit BIM/CADD deliverables in addition to PDF plan sets for each design submittal.

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

- 2 printed copies of 11" X 17" plans
 - Line and Grade Master Plan
 - Traffic Control Master Plan
 - Preliminary Drainage Plan
 - Lighting Master Plan
 - Overhead Signing Master Plan
 - Wrong way entry gates and countermeasures Master Plan
 - ITS/ATMS Protection and MOC Plan (per planned construction phase)
- 1 draft pavement design package
- 1 draft typical section package
- 1 draft design exception and variation package
- 1 draft geotechnical report
- 1 copies of design documentation
- 1 copy of Technical Special Provisions
- CADD.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

- 4 portable digital storage devices or electronic file transfer containing the above information (use .pdf format for Master Plans, reports, documentation, and Technical Special Provisions).

90% Phase Submittal

- 2 printed copies of 11" X 17" plans (all required components)
- 1 copy of digitally signed and sealed geotechnical report
- 1 copy of digitally signed and sealed geotechnical report
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP) for Authority acceptance and update throughout the construction period
- 1 copy of design documentation
- 1 copy of Technical Special Provisions
- 1 copy of Bridge Load Rating Calculations
- 1 copy of Completed Bridge Load Rating Summary Detail Sheet
- 1 copy of Load Rating Summary Form
- CADD.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

- 4 portable digital storage devices or electronic file transfer containing the above information (use .pdf format for Master Plans, reports, documentation, and Technical Special Provisions).

All QC plans and documentation for each component submittal shall be electronic in .pdf format

The Authority will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal. If the Authority requires more than 2 resubmittals a submittal workshop between the Authority and the Design-Build Firm must be held to resolve any outstanding issues or comments.

Final Submittal

1 set of digitally signed and sealed 11" X 17" plans (all required documents)
1 copy of signed and sealed 11" X 17" plans (unlocked file)
1 set of digitally signed and sealed design documentation
1 copy of signed and sealed design documentation (unlocked file)
1 copy of Settlement and Vibration Monitoring Plan (SVMP)
1 set of final design documentation
1 signed and sealed copy of the Bridge Load Rating Summary Detail Sheet
1 signed and sealed copy of the Load Rating Summary Form
1 signed and sealed Construction Specifications Package or Supplemental Specifications Package
1 copy of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
1 electronic copy of Technical Special Provisions in .pdf format
CADD.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

4 portable digital storage devices or electronic file transfer containing the above information (use .pdf format for Master Plans, reports, documentation, and Technical Special Provisions).

All QC plans and documentation for each component submittal shall be electronic 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 plans and specifications. The Authority's review of submittals and subsequent Release for Construction is to assure that the Design-Build Firm's Engineer or Record (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 the Design-Build

Firm's entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the EOR to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the Authority and all revisions are subject to the Authority's approval.

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

- **As-Built Set:**

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

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

The Authority shall review, certify, and accept the As-Built Plans prior to issuing Final Acceptance of the project in order to complete the As-Built Plans.

The Authority shall accept the As-Built Plans and related documents when in compliance with 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 As-Built plans, drawings and Certified Surveys
- 1 set of 11 "X 17" copies of the signed and sealed As-Built plans, drawings and Certified Surveys (including as-built channel survey)
- 1 signed and sealed copy of the Bridge Load Rating Summary Form and Calculations based on as-built conditions
- 1 set of final documentation (if different from final component submittal)
- 1 set of survey information, including electronic files and field books
- CADD Files
- Final Project submittal containing the information above shall be electronic in PDF format.

As part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for

delivery as the as-built Asset Information Model (AIM). The cloud revision utility as well as an “AB” revision triangle shall be used to denote field conditions on plan sheets.

- **Milestones:**

Milestone submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various phase submittals mentioned throughout this document the following milestone submittals will be required and shown on the schedule.

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

- **Railroad Submittals:**

The plan sheets listed below are the minimum required for review by the railroad. The Design-Build Firm is responsible for any additional requests made by the CSX during review. The required sheets are:

- Key Sheet
- Typical Section(s)
- Plan & Profile Sheet(s)
- Rail-highway grade crossing detail sheet
- Signing and Pavement Marking Sheet(s)
- Cross Section Sheets

J. Time of Completion:

The Authority has established one thousand eight hundred (1800) calendar days to achieve Final Acceptance for the Project, commencing from the issuance of the Notice to Proceed.

K. Project Schedule:

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

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:

- Tampa Bay Lightning home games
- MacDill Air Fest
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest

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

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

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including Requests for Information (RFI's), Requests for Modification (RFM's), Requests for Correction (RFC's), and Nonconformance/Noncompliance Reports (NCR's)
- Design Survey
- Submittal Reviews by the Authority
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Substructure Design
- Substructure Construction
- Superstructure Design
- Superstructure Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization and Intelligent Transportation System Design
- Signalization and Intelligent Transportation System Construction
- Toll Site Construction
- Toll Site Acceptance Date

- Toll Site Equipment Installation and Commissioning (By THEA's Toll Equipment Contractor)
- New Toll Site "Go Live"
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Landscape Opportunity Plans
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-workdays)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

L. Key Personnel/Staffing:

The Design-Build Firm's work shall be performed and directed by Key Personnel identified in the ELOI and/or Technical Proposal by the Design-Build Firm. In the event a change in Key Personnel is requested, the Design-Build Firm shall submit the qualifications of the proposed Key Personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the Authority's Director of Operations and Engineering or its designee. 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 ELOI and/or Technical Proposal. The Design-Build Firm's professional staff shall meet the minimum training and experience set forth in Florida Statute Chapter 455.

M. Partner/Teaming Arrangement:

Key Subcontractors, Key Subconsultants, and Partner/Teaming Arrangements of the Proposer (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the ELOI 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 Authority's Director of Operations and Engineering or its designee. The Authority shall have sole discretion in determining whether or not the proposed substitutions are comparable to those originally identified in the ELOI 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
- Phase Review Meeting
- Pavement Design Meeting
- Permit agency coordination
- Scoping Meetings
- System Integration Meetings

During design, the Design-Build Firm shall meet with the Authority's Project Manager and CEI on a biweekly basis at a minimum and provide a one month look ahead of the activities to be completed during the upcoming month.

During construction, the Design-Build Firm shall meet with the Authority's Project Manager and CEI 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 meet with the Authority's Project Manager and CEI at least sixty (60) calendar days before beginning system integration activities. The purpose of these meetings shall be to verify the Design-Build Firm's ITS and signalization integration plans by reviewing site survey information, proposed splicing diagrams, IP addressing schemes, troubleshooting issues, and other design issues. In addition, at these meetings the Design-Build Firm shall identify any concerns regarding the Integration and provide detailed information on how such concerns will be addressed and/or minimized.

The Design-Build Firm shall provide all documentation required to support system integration meetings related to toll and ITS system and sites, including detailed functional narrative text, system and subsystem drawings and schematics. Also included shall be the documentation to demonstrate all elements of the proposed design which includes, but is not limited to: technical, functional, and operational requirements; toll site construction; maintaining of existing toll collection operations; toll communication; ITS/communications; equipment; termination/patch panels; performance criteria; and details relating to interfaces to toll and ITS subsystems.

System Integration Meetings will be held on mutually agreeable dates.

All action items resulting from the System Integration Meeting shall be satisfactorily addressed by the Design-Build Firm and reviewed and approved by the Authority.

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

Once construction starts, the Design-Build Firm shall provide monthly aerial photography (in digital format) of the entire project limits showing the progress of the Work.

O. Public Involvement:

1. General:

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, customers and government organizations information regarding the development and construction of the Project.

The Authority will take the lead role on this Project to carry out a public involvement campaign and communications effort through the Authority's Public Information Consultant (PIC) and its communication office. At a minimum, the Design-Build Firm will designate a contact for public involvement and information inquires /coordination.

2. Target Audiences:

The Authority has developed a specific list of target audiences for this Project. The following groups are identified as typical target audiences to receive informational materials. This list is not inclusive of all

audiences.

- FDOT
- City of Tampa
- Hillsborough Area Regional Transit Authority
- City of Tampa Fire Department
- City of Tampa Police
- Hillsborough County Sheriff's Organization
- Neighborhood groups and private homes
- Chambers of Commerce
- Hillsborough County School System
- Private Schools
- YMCA
- Other organizations deemed necessary by THEA

3. Project Coordination Meetings:

The Design-Build Firm shall hold an initial Project coordination meeting with the Authority's communications department at the beginning of the Project and at least six weeks prior to the start of construction to discuss impacts to the public.

Information from these initial meetings will be used by the Authority to enhance the public involvement campaign.

In addition, the PIC will be included in progress meetings that the Design-Build Firm has with the CEI.

4. Design-Build Firm Responsibilities:

Ensure that up-to-date project information is given to the public and to help promote public awareness of the project. The Design-Build Firm will coordinate with the PIC assigned to the project. The Design-Build Firm shall provide records of all public correspondence, written or verbal, to the Authority throughout the life of the Project.

To keep the audiences informed of the progress and impacts of the project the Design-Build Firm shall provide all technical assistance, data, and information – including display boards, printed material, video graphics, computerized graphics, etc. – for Project webpages/websites, public meetings, and the day-to-day exchange of information.

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

To ensure that project information can be distributed to the audiences in a timely manner, the Design-Build Firm shall inform the PIC/Authority at least twenty-one (21) calendar days in advance of any construction activity that will significantly impact the public. These activities shall include, but are not limited to, the start of construction, major traffic shifts, road closures, ramp closures, detours, night work, work that will involve excessive noise, vibration or dust, and project completion.

The Design-Build Firm may be asked by the PIC/Authority to prepare draft responses to any public inquiries. The Design-Build Firm may be asked to help with the hand-delivery of informational materials. The Design-Build Firm may be asked by the Authority to provide tours for the Project.

Throughout construction, the Design-Build Firm shall provide weekly updates to the PIC, including, but not limited to, traffic control phasing, graphic illustrations, and Project pictures.

5. Authority Responsibilities:

Unless noted otherwise elsewhere in this RFP, the PIC/Authority will be responsible for organizing public meetings, including venue selection, reservations, and fees.

The PIC/Authority will be responsible for any legal/display advertisements, as well as for the design, preparation, and mailing (including postage) for all correspondence to the different audiences for this Project.

The PIC/Authority will be responsible for establishing, creating, maintaining, and updating a Project website. The PIC/Authority will also be responsible for writing and distribution of media announcements/alerts, scheduling interviews, and social media updates on project progress. However, throughout the project duration, the Design-Build Firm shall help coordinate public involvement activities with the PIC/Authority and provide weekly updates, photos, and other needed information to the PIC/Authority to ensure the accuracy of the project communication efforts.

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

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

2. Construction:

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications that describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials. The Construction Quality Control Plan shall include a description of QC procedures related to the use of positioning technologies such as Global Positioning Systems (GPS), Real Time Kinematic networks (RTK), Robotic Total Stations (RTS), and Automated Machine Guidance (AMG) to meet the requirements of the contract's Construction Engineering Technology special provision.

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. 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. Refer to the State Materials Office website for instructions on gaining access to the Department's databases: <http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm>

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 Authority'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. Field Office:

The Design-Build Firm shall maintain a field office throughout construction which includes a conference room for on-site construction meetings. The Design-Build Firm is not responsible for accommodating a CEI/Engineer's Field Office.

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.

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 Design-Build Firm shall utilize 3D modeling technologies and Building Information Models (BIM) throughout the entirety of the contract. Model data supplied to proposers shall be used to develop the Technical Proposal as well as all submittals for design components through final as-built condition records. 3D BIM shall also be utilized to support control of the work during construction using positioning technologies such as automated machine guidance (AMG). The Project shall be developed with 3D BIM serving as the primary information source for coordination and review of all design and construction activity. All contract plans shall be developed from the BIM models. Modeling requirements for all project elements shall be in accordance with Attachment A_008 – Model_Element_Break_Down_(MEB)_worksheet.xlsx, which lists the requirements for level of development and identifies which elements are required to be developed as 3D BIM elements versus those to be represented with traditional 2D CADD drafting. The Authority supports the Bentley OpenRoads Designer CONNECT edition that is currently supported by the Florida Department of Transportation as its standard modeling platform. Autodesk Civil 3D may be used as an alternate BIM platform at the Design-Build Firm's discretion and with no increase in cost to the Authority. The modeling platform shall use the relevant State Kits available from the FDOT CADD Support Software Downloads. Furnish As-Built documents for all building related components of the Project in AutoCAD format. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all BIM/CADD applications.

The Design-Build Firm will be required to furnish updated model files regularly throughout the course of the contract, at all phase submittals and after the plans have been Released for Construction. BIM Model files shall be uploaded to the project's ProjectWise data environment. iTwin Design Review will be utilized for overall model federation and collaboration. BIM Models shall be "clash-free" at all phase submittals and in the as-built final records submittal. Design reviews by the Authority will include comments on BIM Models that will be created and tracked to completion within iTwin Design Review. All BIM issues shall be marked by the Authority as resolved before the corresponding plans can be Released For Construction.

Specific BIM roles and responsibilities shall be as follows:

BIM Manager: The Design-Build Firm will appoint one BIM Manager in overall responsible charge of all BIM/CADD activities and deliverables. The BIM Manager will be responsible for developing, maintaining, and enforcing the BIM Project Execution Plan (PxP). The PxP shall be developed utilizing Reference Document R_16 - Project_Execution_Plan(PXP)_Template.docx as a template. The BIM Manager will also be responsible for developing, implementing, and managing the BIM Processes outlined in the PxP, including but not limited to regular collaboration and coordination meetings and coordination of model submittals.

BIM Coordinators: The Design-Build Firm will appoint two BIM Coordinators to manage discipline-specific model deliverables for the project. They will serve as the BIM point of contact for each discipline they are assigned to. They will participate in model coordination meetings and review sessions as well as validate the level of detail and modeling content of all data for their respective disciplines. The Civil BIM Coordinator will be responsible for the roadway, drainage, pavement marking, and related disciplines. The Structural BIM Coordinator will be responsible for the bridge, retaining wall, noise barrier, sign, and toll gantry disciplines.

The Design-Build Firm's listing of Key Personnel shall include the BIM Manager and BIM Coordinators.

The Design-Build Firm will be required to submit BIM/CADD deliverables in addition to PDF plan sets for each design submittal.

As part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for delivery as the as-built Asset Information Model (AIM). Use the cloud revision utility as well as an “AB” revision triangle to denote field conditions on plan sheets.

U. Construction Engineering and Inspection:

The Authority is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering. The Design-Build Firm shall provide CEI staff with a GPS rover with the same capabilities as the units used by the Design-Build Firm for use during the duration of the contract. Additionally, the Design-Build Firm shall provide 8 hours of formal training on the Design-Build Firm’s GPS and AMG systems.

The Design-Build Firm is subject to Independent Assurance (IA) Procedures exercised by the Authority.

All Contractor-Initiated submittals are subject to a 10 business day review time by the Authority. In addition, all Contractor-Initiated submittals regarding ITS and tolling elements are subject to a 15-business day review time by the Authority. Review times will commence after the Authority performs a completeness review, and in its sole and absolute direction, determines the submittal is sufficiently complete to be reviewed.

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.

For material certification purposes, the Design-Build Firm’s Quality Control Manager will maintain a spreadsheet for recording of all Quality Control samples and test results, Verification Testing samples and test results, and Resolution Testing samples and results. All material acceptance based on certification submittal shall also be recorded within this spreadsheet.

A certified copy of the spreadsheet shall be provided to the Authority with each monthly pay request along with the Contractor’s Quality Control Certification.

W. Value-Added:

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

- Roadway features
- Roadway drainage systems,
- Approach slabs
- Superstructure
- Substructure
- Concrete defects
- Structural steel defects
- Post-tensioning systems
- Wrong way driving devices

- 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 all design, permitting, and 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, other regional and state agencies, or private entities. The City of Tampa could have the South Howard Outfall and West River Projects occurring at the same time as this project.

The City of Tampa's West River Project includes construction of a Riverwalk on the west side of the Hillsborough River underneath the Selmon Expressway as well as local roadway improvements in the vicinity of the Selmon Expressway Interchange at Willow. It is the intent of the Authority that foundation and substructure work for the Selmon Expressway bridge widening over the Hillsborough River in this area be completed in the early phase of construction so as not to conflict with the City of Tampa's West River contractor.

Other potential adjoining construction projects have not been identified by the Authority.

The Design-Build Firm shall consider and include in the Construction Plans and Price Proposal, any and all temporary detours or diversions required to facilitate traffic 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 Engineering and Inspection firm's (CEI) Senior Project Engineer. All issues are to be directed to the CEI Senior Project Engineer. If the issue cannot be resolved by the CEI Senior Project Engineer in coordination with the General Engineering Consultant (GEC) representing the Authority as applicable, the GEC shall forward the issue to the Authority's Director of Operations and Engineering. 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 Authority's Director of Operations and Engineering, the Construction Project Manager 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.

Should an impasse develop, the Project's Dispute Review Board shall assist in the resolution of disputes and claims arising out of the work on the Contract.

Z. Insurance and Bonds

The cost of all insurance and bonds required by the Contract and this RFP to be provided by the Design-Build Firm shall be included in the Proposer's Total Lump Sum Contract Amount.

The Design-Build Firm shall provide the insurance coverage required in Form A_00X.04 – Insurance Requirements Coverages and Limits. The cost of all such required insurance coverage shall be included in the Total Lump Sum Contract Amount.

The Design-Build Firm shall also provide the Authority with a Warranty/Maintenance Bond in the amount of \$2,000,000, the form of which is attached to this RFP as Attachment A-43, as a condition precedent to final acceptance. The cost of the Warranty/Maintenance Bond shall be included in the Total Lump Sum Contract Amount. The surety of the Warranty/Maintenance Bond shall have a resident agent in the State of Florida, meet all of the requirements of the laws of Florida and the regulations of the Authority, and have the Authority's approval. Ensure that the surety's resident agent's name, address, and telephone number are clearly stated on the face of the Warranty/Maintenance Bond. The Warranty/Maintenance Bond shall have a surety that remains acceptable to the Authority throughout the duration of the Establishment Period. In the event that the surety executing the Warranty/Maintenance Bond, although acceptable to the Authority at the time of execution of the Warranty/Maintenance Bond, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause that becomes apparent after the Authority initial approval of the company, then the Authority may require that the Design-Build Firm, at the Design-Build Firm's expense, immediately replace the Warranty/Maintenance Bond with a similar one drawn on a surety company that is reliable and acceptable to the Authority. *See also* Design and Construction Criteria at Section S.

X. 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.

The Project corridor runs through multiple residential neighborhoods which are in close proximity to the Selmon Expressway. The Design-Build Firm shall take this into consideration in the design and construction of the proposed improvements, including but not limited to, providing special attention to noise abatement, sediment and dust control, and other measures to avoid and minimize adverse impacts to the community during construction.

The Design-Build Firm shall continue the aesthetic theme of the recently completed Selmon West Extension Project throughout the Project corridor.

B. Vibration and Settlement Monitoring:

The Design-Build Firm shall be responsible for the identification of and coordination with vibration sensitive sites impacted by the Work for the duration of the construction period.

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 Authority 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 for the existing structures that 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.
- Identify any existing structures that require pre-construction and post-construction surveys.
- Provisions to inspect and document the condition of existing bridges and existing wall structures to remain prior to construction activities and during construction activities in accordance with Specification 108. Provisions shall be included for the monitoring of existing bridge and wall structures for settlement during the construction period and provide the means and methods that will be incorporated to prevent damage to existing bridge and wall structures. For pile driving, sheet pile, casing installation, and other activities that may warrant vibration monitoring, one vibrator monitor shall be placed in each quadrant within a 200-ft radius from the vibration-inducing operation. Based upon the locations of the sensitive sites, the Design-Build Firm shall identify the proposed monitor location for each quadrant. Sensitive sites (Reference Document R001.04.G) includes residential and historic structures within 200-ft of the edge of the project

improvements per the concept plans. This information shall be verified and updated as necessary prior to submitting the SVMP.

- The maximum vibration level shall be 0.4 inches per second (in/s). The Design-Build Firm shall cease operations upon detecting velocities reaching 0.4 in/s and submit a corrective plan to reduce vibration.
- The Design-Build Firm shall identify and perform settlement surveying for all structures per Standard Specifications Section 108 (Monitor Existing Structures) or located within 200-ft of any vibration-inducing operation on the project, whichever is greater.
- The maximum settlement level for the existing structures must not equal or exceed movement of 0.010-ft. In the event that movement of 0.010-ft occurs or damage occurs to a structure, the Design-Build Firm shall immediately stop the source of vibration and/or construction operation, backfill any open excavations and notify the Engineer.
- The Design-Build Firm shall inspect and document the condition of the existing structures before beginning the construction operations and again upon completion of the work, for all structures per Standard Specifications Section 108 (Monitoring Existing Structures) or within 100-ft from the vibration-inducing operation, whichever is greater. In addition to pre-construction and post-construction surveys, in the event that the vibration levels reach 0.4 in/s at a structure site monitor, movement of 0.010-ft occurs, or damage occurs to a structure, immediately stop the source of vibrations and/or construction operation, backfill any open excavations and notify the Engineer. The structures within the area surrounding the source of vibration shall be re-inspected and conditions shall be documented, as was completed before beginning construction operations. The results shall be summarized in an intermediate report. Upon completion of the intermediate report the specialty engineer shall develop and submit a corrective action plan for the acceptance of the Authority. The specialty engineer shall identify which structures are to be re-inspected and re-assessed. Prior to implementation of the corrective action plan, the re-inspection shall be completed and the intermediate report shall be reviewed and approved by the Authority.

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

C. Geotechnical Services:

Driven Pile Foundations for Bridges and Major Structures

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Bidirectional (Osterberg Cell) Load Test or Statnamic Load Test. For Bidirectional Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for pile foundations, a minimum of one successful load test must be performed at each bridge location where foundations are installed in a representative location of that area.

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

1. Evaluating geotechnical conditions to determine the pile type, diameter and length and construction methods to be used.
2. Performing the subsurface investigation prior to establishing the minimum and anticipated pile tip elevation requirements, in accordance with the FDOT Soils and

- Foundations Handbook.
3. Selection of pile type and size.
 4. Determination of the need for preforming and temporary or permanent casing to achieve the required minimum pile tip elevation for lateral stability, uplift or tension capacity.
 5. Selection of test pile lengths, locations and quantity of test piles in accordance with Authority and governing guidelines.
 6. Selection of pile testing methods.
 7. Determining the frequency of such testing unless otherwise stated herein.
 8. Performance of the selected test pile program, including dynamic load test personnel and equipment. The CEI and Authority may observe the installation of test piles and all pile testing.
 9. Preparing and submitting a Pile Installation Plan for the CEI and Authority's acceptance.
 10. Selection of production pile lengths.
 11. Development of the driving criteria and providing the pile driving criteria to the CEI and Authority for review and acceptance prior to commencing driving the production piles.
 12. Driving piles to the required capacity and minimum penetration depth.
 13. Inspecting and Recording the pile driving information. Provide a pile inspection device that displays and stores electronically for every hammer blow along with a timestamp: stroke for open-ended diesel hammers and blows per foot and blows per minute for all hammers. The device must auto-generate the Department's Pile Driving Record form and export the non-editable electronic data in a format compatible with the Pile Driving Record form. Use this device during the inspection of test piles and production piles.
 14. Submitting Foundation Certification Packages.
 15. Providing safe access and cooperating with the CEI and Authority in verification of the piles, both during construction and after submittal of the certification package.
 16. Establishing the preformed depth (greater than zero feet) for soil vibration control, for all impact or vibratory driven foundation piles, sheet piles, soldier piles or similar installations. These preformed depths shall be incorporated into the plans.

Drilled Shaft Foundations for Bridges and Miscellaneous Structures

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Bidirectional (Osterberg Cell) Load Test or Statnamic Load Test. For Bidirectional Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts, a minimum of one successful load test must be performed at each bridge location where foundations are installed in a representative location of that area.

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

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.

2. Performing the subsurface investigation and drilling a pilot hole at each bridge shaft location prior to establishing the drilled shaft tip elevations and socket requirements. Submit results of pilot holes and the calculations determining planned drilled shaft tip elevations no less than 10 business days prior to shaft excavation for review and acceptance by the CEI and Authority.
3. Determining the locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the CEI and Authority at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the CEI and Authority's acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting thermal integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.
9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the CEI and Authority.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Non-Destructive Drilled Shaft Integrity Testing in accordance with 455-17.6.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.
15. Providing safe access, and cooperating with the CEI and Authority in verification of the drilled shafts, both during construction and after submittal of the certification package.
16. Complying with the tolling gantry foundation requirements provided in the Authority's General Tolling Requirements (GTR) (Attachment A_005).

Spread Footings Foundations

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

1. Evaluating geotechnical conditions and designing the spread footing. Spread footings shall not be permitted for bridge foundations where adjacent existing bridge foundation elements are founded on deep foundations.
2. Evaluate existing shallow foundations and bridge structures when designing new foundation elements to demonstrate analyses and measures incorporated into the design and construction means and methods to prevent damage to existing bridge elements from additional loading and construction activities. Analyses shall be completed and submitted for Authority review that include settlement analyses, evaluation of how settlement would impact adjacent structures and existing bridges and verification that existing structures/bridges can accommodate any settlement caused from the new construction and loading.
3. Constructing the spread footing to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
4. Inspecting and documenting the spread footing construction.
5. Submitting Foundation Certification Packages in accordance with the specifications.
6. Providing safe access and cooperating with the CEI and Authority in verification of the spread footing, both during construction and after submittal of the certification package.

Auger Cast Piles for Sound Barrier Walls

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

1. Evaluating geotechnical conditions and designing the foundations, including diameter and lengths.
2. Constructing all auger cast piles to the required tip elevation and socket requirements, in accordance with the specifications.
3. Preparing and submitting an Auger Cast Pile Installation Plan for the CEI and Authority's acceptance.
4. Inspecting and documenting the auger cast pile installation.
5. Submitting Foundation Certification Packages in accordance with the specifications.
6. Providing safe access and cooperating with the CEI and Authority in verification of the auger cast piles, both during construction and after submittal of the certification package.

Specialty Geotechnical Services Requirements

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

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

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for Authority's review within 15 business days. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The Authority may issue comments and require additional verification testing.

D. Utility Coordination:

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager (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 conducting 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, and coordinating the implementation of and submitting to the Authority for review, all Utility Agreements.
8. Resolving utility conflicts.
9. 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.
10. Providing periodic Project updates to the Authority's Project Manager and the Authority as requested.
11. Coordination with the Authority on any issues that arise concerning reimbursement of utility work costs.
12. Complying with the electrical and communications requirements for toll facilities provided in the GTR.

The following Utility Agency/Owners (UA/O's) have been identified by the Authority as having facilities within the Project corridor for which the Authority contemplates an adjustment, protection, or relocation is possible. Also provided below is a determination made by the Authority as to the eligibility of reimbursement for each UA/O identified herein along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work

Summary of UAO having facilities within the Proposed Project Limits

UAO	Contact Information	Email Address or Telephone Number
AT&T	Michael Gamboa	mgamboa@sdt-1.com
AT&T Mobility aka Metro, Extenet Systems	Mark Ayo	ma1829@att.com
CenturyLink aka Lumen	Jessica Mitchell	Jessica.mitchell@lumen.com
City of Tampa Transportation	Vik Bhide	Vik.bhide@tampagov.net
City of Tampa Wastewater Dept	Richard Rivera	richard.rivera@tampagov.net
City of Tampa Water Dept	Rynaldo Deshauteurs	rynaldo.deshauteurs@tampagov.net
Crown Castle	Danny Haskett	Danny.Haskett@crowncastle.com
Cumberland Jefferson Properties LLC aka WST District Cooling LLC (Water St.) Strategic Property Partners	Maintaining Agency Stantec	813-223-9500

UAO	Contact Information	Email Address or Telephone Number
Deltacom aka Earthlink, Windstream	Steve Carter	Steven.Carter@windstream.com
FiberLight, LLC	James Reese	james.reese@fiberlight.com
Frontier Communications	Randall James	randall.james@ftr.com
Hillsborough County Clerk of Court	Scott Fogleman	scott.fogleman@hillsclerk.com
Hillsborough County ITS	Olin Rumfield	Rumfield.O@HillsboroughCounty.ORG
Hillsborough County Sheriff	David Arthur	dfarthur@teamhcso.com
MCI/Verizon Business	James Barra	James.barra1@verizon.com
Spectrum/Bright House Networks	Paul Bustamante	paul.bustamante@charter.com
Sprint	Jon Baker	jon.baker@sprint.com
Tampa Electric Company	Heather Lovett	hclovett@tecoenergy.com
Tampa Port Authority	Denise Mackey	dmackey@tampaport.com
TECO Fiber	Lyndon Hypolite	LMHypolite@tecoenergy.com
TECO Peoples Gas	James Hamilton	jkhamilton@tecoenergy.com
Uniti Fiber	David Woods	david.woods@uniti.com
Verizon Wireless	Property Management	FLPropertyManagement@VerizonWireless.com
Zayo Group	John Burlett	john.burlett@zayo.com

The Design-Build Firm may request the utility to be relocated to accommodate changes from the conceptual plans; 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 regardless of the UA/O's eligibility for reimbursement.

The Design-Build Firm shall be responsible for determining the locations of UAO facilities within the Project by Subsurface Utility Engineering during the design phase. Although the Preliminary Design Plans may depict utility locations, actual locations are uncertain. The Design-Build Firm shall coordinate with each UAO prior to any and all work impacting utilities. During the construction phase additional Level A locates will be required and shall be performed by the Design-Build Firm to resolve conflicts.

The relocation agreements, plans, work schedules and permit application are to be forwarded to the Authority for review by the Authority and the Authority's Construction Manager. The Authority and Authority's Construction Manager only review the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the District Maintenance office for the permit to be signed and recorded or submitted through the One Stop Permitting (OSP) system.

To facilitate coordination the Design-Build Firm shall prepare 11" x 17" plan sheets for the project limits for transmittal to the Utility Owners.

Out of Service Left in Place Facilities:

Any UAO who wants to leave out of service facilities within the Selmon Expressway Corridor, must first provide a letter to the Authority's Construction Manager to obtain approval from the Authority. The Design-Build firm will assist the UAO in the coordination of this effort with the Authority.

Emergency Action Plan:

The Design-Build Firm shall coordinate with the Authority and the UAO s to develop and submit for the Authority's concurrence an action plan that addresses the steps and processes to follow in the advent of unforeseen events such as: encountering of unknown utilities; disruption of utility service; or the UAO does not perform required relocation/coordination efforts. All documentation pertaining to the lack of performance by the UAO shall be included in the plan. At a minimum, the Emergency Action plan shall require the following documentation to be submitted.

- Statement from the Design-Build UCM detailing the specifics of the UAO failures.
- Coordination with the UAO requesting RGB Markups.
- Coordination with the UAO regarding SUE requests.
- Coordination with the UAO regarding construction scheduling requirements.
- All Utility Meeting minutes and documentation regarding the Design-Build Firm's efforts to coordinate.

E. Roadway Plans:

General:

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

Design Analysis:

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

Any deviation from the Authority's or Department's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. All such Design Variations and Design Exceptions must be approved by the Authority prior to the Design-Build Firm initiating work on any subsequent project tasks.

Cross sections shall be prepared in 50' maximum increments.

The minimum cross slope shall be 2.00% or match the adjacent pavement in superelevated sections. Cross slope correction shall be provided for sections which do not meet the requirements of FDM Table 211.2.3.

F. Roadway Design:

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

1. **Typical Section Package:**

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

2. **Pavement Design Package:**

- Pavement Design
 1. Minimum design period – 20 years
 2. Minimum ESAL's
 3. Minimum design reliability factors
 - Selmon Expressway: 95%
 4. Resilient modulus for existing and proposed widening (show assumptions)
 5. Roadbed resilient modulus
 6. Minimum structural asphalt thickness
 7. Cross slope
 8. Identify the need for modified binder
 9. Pavement coring and evaluation
 10. Identify if ARMI layer is required
 11. Minimum milling depth
- Refer to the GTR for tolling area pavement design guidance.

Selmon Expressway

• **Widening and Ramps**

- Optional Base Group 10 (11")
- Structural Course Type SP (Traffic D) (2.5")
- Structural Course Type SP (Traffic D) (1.5") (PG 76-22)
- Friction Course FC-5 (PG 76-22) (0.75")
- Meet or exceed adjacent asphalt depth on all widening pavement designs, up to 5" depth.
- All proposed shoulder pavement shall match proposed mainline pavement design.

• **Milling**

- Mill Existing Asphalt Pavement for depth to achieve the required structural number.
- Any milling operation will cover the full width of the impacted lane; partial lane width milling shall not be allowed.
- Cross slope corrections shall be accomplished by milling the

- existing asphalt pavement a minimum of 2.25" plus any additional milling needed to achieve the required structural number.
 - When the existing pavement meets the required structural number and no cross slope correction is required, the milling shall completely remove the existing friction course.
 - **Shoulders shall be milled a minimum of 1.5".**
- **Resurfacing**
 - Friction Course FC-5 (PG 76-22) (0.75")
 - **Shoulders shall be resurfaced with a minimum of one lift of SP-12.5.**

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

Within the project limits, milling and resurfacing shall be performed across the entire roadway section as prescribed by the roadway concept plans, including all travels lanes, ramp lanes, shoulders, and gore. Friction course limits shall be in accordance with FDOT standards.

The Design-Build Firm shall follow the minimum flexible pavement designs as provided in the RFP Attachment Documents for the Selmon Expressway Mainline and Ramps. The Design-Build Firm shall coordinate with the City of Tampa on pavement designs for City roadways.

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

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

3. **Drainage Analysis:**

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

The PD&E (Project Development and Environmental Study) approach to stormwater quality treatment involves meeting SWFWMD presumptive criteria and providing a net improvement in water quality ultimately discharging to Tampa Bay (considered an Impaired Water Body by SWFWMD), by utilizing equivalent/compensatory treatment in areas of the project with proposed stormwater management facilities to offset other areas of the project where new stormwater management facilities are not feasible. The PD&E Study has identified certain drainage basins, outfalls, stormwater management facilities, etc. throughout the

South Selmon Expressway corridor. However, the Design-Build Firm is advised that the exact number and size of drainage basins, outfalls and water management facilities (retention/detention areas, weirs, etc.) floodplain compensation sites, and Impaired Water Body and Outstanding Florida Waters designations for the project will be the Design-Build Firm's responsibility. The Design-Build Firm shall obtain approval of the stormwater treatment/attenuation design.

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

Existing cross drains and storm sewers within the project limits that are proposed by the Design-Build Firm to be utilized as part of the drainage system for the roadway improvements shall be lined with cured-in-place liners. The Design-Build Firm shall desilt, video inspect and investigate all existing pipes and structures that are proposed to be utilized as part of the drainage system for the roadway improvements and shall make recommendations to the Authority for repairs or replacement. Cured-in-place pipe liners shall be the only repair method considered by the Authority for pipes that are too small to be physically accessed by Design-Build Firm personnel. Pipes that are large enough to be physically accessed by Design-Build Firm personnel may use other repair methods in addition to cured-in-place liner, as approved by the Authority. Repair recommendations for pipe liners shall include a hydraulic evaluation of the pipe/culvert's smaller inside area with the proposed liner. Pipe inspections and investigations shall extend as a minimum to the first existing drainage structure outside of the longitudinal or lateral project limits. The Design-Build Firm shall provide the recommendations to the Authority prior to the 90% plans submittal and in sufficient time for the Authority to decide if there is additional work to be added to the project. The Authority shall make all final decisions on which work is considered beyond the initial scope of this project.

The existing 18-inch pipe between Station 190+20 left and the capped median inlet at Station 191+00 is in poor condition and shall be replaced if proposed to be utilized as part of the proposed drainage system. If the pipe will not be used as part of the proposed drainage system, it shall be grouted or filled with flowable fill and abandoned in place.

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

The Design-Build Firm shall be responsible for obtaining all applicable permits and agency approvals for the project. Anticipated permitting agencies include, but are not limited to, United States Coast Guard, USCOE, FDEP, SWFWMD, and Port Tampa Bay. The Design-Build Firm shall be responsible for permits that accurately depict the final design. Joint-use ponds or alternative SMFs can be considered; however, the Design-Build Firm is responsible for all associated coordination, costs, permitting fees and fines, as well as any permit time extensions. The Design-Build Firm shall design appropriate treatment and attenuation in accordance with SWFWMD and Department criteria for each existing outfall. The Design-Build Firm is advised of its responsibility to limit post-developed discharges at outfalls leaving the project to pre-developed rates, and to evaluate and upgrade as necessary, the existing conveyance systems (cross drains, storm drains, ditches, etc.) to accommodate the proposed roadway improvements. The Design-Build Firm is advised that the original four-lane divided Selmon Expressway typical section (which existed prior to the South Selmon Median Safety project) shall be considered the pre-developed condition for stormwater treatment and attenuation calculations as agreed to by SWFWMD, City of Tampa, and the Authority. The Design-Build Firm shall coordinate with the City of Tampa for those Selmon Expressway drainage and stormwater management systems that discharge to City of Tampa owned/maintained outfall systems.

The Authority has determined through preliminary modeling that supplementing or upsizing the existing 54-inch Granada Basin outfall pipe from the Selmon Expressway to Old Tampa Bay will be hydraulically beneficial to the Selmon Expressway drainage system as well as the drainage system along Bay-to-Bay Boulevard. The Design-Build Firm shall review the Granada Outfall Drainage Technical Memo (12/13/2021) included in the Reference Documents and shall design and construct improvements to the existing outfall to accommodate the drainage from the Selmon Expressway roadway improvements, and which lowers the stages of the Bay-to-Bay trunk line as identified in the Technical Memo. The outfall lies within a City of Tampa easement running through a private development, crosses South Ysabella Avenue and Bayshore Boulevard, and the outfall crosses two City of Tampa sanitary sewer lines along Bayshore Blvd. At least one conflict manhole will have to be modified or replaced. Coordination will be required with the City of Tampa Wastewater and Stormwater Departments. The Design-Build Firm shall also coordinate with the PIC.

Since the completion of the PD&E Study, the Authority has coordinated with the City of Tampa on their "Upper Peninsula Stormwater Improvements – East Region" investigation and has determined that draining a portion of the Selmon Expressway to the City's proposed South Howard Outfall project could be hydraulically beneficial to the Selmon Expressway drainage system as well as to the surrounding neighborhoods. The City's South Howard project would also accept runoff from the Selmon Expressway's South Albany Pond via a proposed City pipe running west along Bristol Avenue from Albany Street to So. Howard Avenue. However, the City's project is anticipated to lag this Project and the proposed City improvements may or may not be in place at the time the Design-Build Firm is ready to connect.

The Rome Avenue basin includes the Swann Pond and the South Albany Pond. The South Albany Pond has a non-functioning pump station. The Design-Build Firm shall repair/refurbish or replace the existing pump station with a pump of similar capacity. The pump station discharge will be via a new outlet pipe installed by jack and bore or directional bore from the South Albany Pond underneath the CSX rail line to the shared ditch between the widened Selmon Expressway and the CSX rail line, where it will connect to the proposed Expressway storm drain system. Design water stages in the South Albany pond shall be developed to provide as much capacity for Selmon Expressway runoff as possible and to reduce the surrounding local street flooding. The Design-Build Firm shall also include the design and construction of a gravity flow outfall control structure and pipe for the South Albany Pond that will connect to the City's proposed future 36-inch storm drain that will run approximately 785 feet west along W. Bristol Avenue to connect to the proposed culvert at South Howard Avenue. The pipe from the new pond control structure shall be sized for the future connection to the 36-inch pipe but will be plugged within the Authority ROW. Coordination will be required with the City of Tampa Stormwater Department.

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

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

The Design-Build Firm shall perform double ring infiltrometer tests (same number of tests as performed for design and permitting) for any dry pond one hundred and eighty (180) days prior to obtaining Final Acceptance. The double ring infiltrometer tests shall demonstrate infiltration rates equal to or better than the permitted rates. The bottom of any dry pond shall not be sodded. The Design-Build Firm's operations (e.g., material staging, equipment operation, etc.) shall not be conducted so as to compromise the infiltration characteristics of each dry pond. Any required remedial action to restore filtration characteristics will be provided at no cost to the Authority.

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

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

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

Concrete pipe shall be used for cross drains and storm drains for this Project. The Department's Culvert Service Life Estimator program shall be utilized to determine the required RCP class. The minimum RCP class shall be Class II. The documentation supporting the required RCP class including the Culvert Service Life Estimator Program Analysis, shall be submitted to the Authority with the 90% plan submittal. Pipe material class installed on the Project shall be indicated on the Summary of Drainage Structures Sheets.

Watertight joints shall be required for all pipes. In the event of a leak at a pipe joint, hydrostatic calculations shall be submitted by the Design-Build Firm to demonstrate that the joint(s) are watertight per FDOT Specifications. Field measurement of the ground water elevation shall be required at the location of the leak to perform the required calculations. Joints of pipes within Wall Zones shall be wrapped with impermeable fabric.

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

The Design-Build Firm shall provide a drainage design that incorporates galvanized grates and manhole covers. The requirement for galvanized grates and manholes shall be included as one of the General Notes on the General Notes Sheet of the Roadway Plans as well as a note on the first Drainage Structure Sheet.

Manholes shall not be located within the vehicle wheel path in any travel lane.

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

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

Permanent and temporary pavement spread shall be confined to the shoulders and shall not encroach into the travel or ramp lanes.

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

- Comprehensive narrative

- Existing conditions drainage pattern discussion and existing drainage map
- Proposed conditions drainage pattern discussion and proposed drainage map
- Outfall and boundary conditions
- Tailwater conditions and supporting documentation
- Design criteria
- Cross drain analysis
- Stormwater quality analysis, including volume recovery calculations
- Stormwater quantity analysis, including ICPR (or equivalent software) input and output
- A link-node diagram for the existing and proposed drainage conditions shall be provided for all hydraulic modeling. The diagram shall include, at a minimum, node names, link names, and overall drainage divides and areas.
- The drainage areas, Tc, CN, and other supporting data
- Control structure analysis, including skimmer and bleeder calculations
- Storm drain analysis (in approved format), including grate capacity for entire length of project.
- Ditch conveyance analysis
- Pavement drainage analysis (sheet flow, gutter flow, pavement spread, hydroplane, special gutter grades)
- Culvert service life analysis
- Structure and liner flotation analysis
- Temporary drainage during construction
- Supporting data for the above items
- Relevant correspondence

The Design-Build Firm shall prepare a Bridge Hydraulic Report (BHR) and Bridge Hydraulic Recommendation Sheet for the bridge widening over the Hillsborough River. Hydraulic analysis shall be in accordance with the FDOT Drainage Manual, FDOT Drainage Design Guide, and FDOT Bridge Scour Manual and shall include both a riverine and tidal analysis with scour calculations provided for the most conservative conditions. The hydraulic analysis shall be performed by a qualified Coastal Engineer as defined in Section 5.1 of the FDOT Drainage Design Guide.

The Design-Build Firm is cautioned that existing plans may be in Vertical Datums NGVD 1929 or NAVD 1988. The Design-Build Firm is responsible for ensuring that current plans use the currently required datum and for converting elevations as needed to the current datum. The conversion factor from NGVD to NAVD shall be called out in the Drainage Design Documentation and on the project Drainage Maps.

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

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

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

The use of trench drain and/or slotted barrier for pavement drainage is limited to temporary uses to assist with temporary traffic control only. Trench drain and slotted barrier shall not be allowed for pavement drainage in the permanent condition.

G. Geometric Design:

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

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO, Authority and Department standards.

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

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.

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

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

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

I. Structure Plans:

Anticipated Bridge Structures work includes the following:

New Bridge with New Approach Slabs

Bridge No. **To Be Obtained by DB Team** (SR 618 WB over Platt Street)

Bridge No. To Be Obtained by DB Team (Tampa Street On-ramp to SR 618 WB)

Bridge Widening with Widened Approach Slabs

Bridge No. 100308 (SR 618 WB over Himes Ave.)
Bridge No. 100309 (SR 618 EB over Himes Ave.)
Bridge No. 100310 (SR 618 WB over Euclid Ave.)
Bridge No. 100311 (SR 618 EB over Euclid Ave.)
Bridge No. 100312 (SR 618 WB over El Padro Blvd.)
Bridge No. 100313 (SR 618 EB over El Padro Blvd.)
Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd.)
Bridge No. 100315 (SR 618 EB over MacDill Ave / Bay to Bay Blvd.)
Bridge No. 100316 (SR 618 WB over Mississippi Ave.)
Bridge No. 100317 (SR 618 EB over Mississippi Ave.)
Bridge No. 100318 (SR 618 WB over Howard Ave / Watrous Ave.)
Bridge No. 100319 (SR 618 EB over Howard Ave / Watrous Ave.)
Bridge No. 100320 (SR 618 WB over Morrison Ave.)
Bridge No. 100321 (SR 618 EB over Morrison Ave.)
Bridge No. 100322 (SR 618 WB over Swann Ave.)
Bridge No. 100323 (SR 618 EB over Swann Ave.)
Bridge No. 100325 (SR 618 EB over Platt St.)
Bridge No. 100326 (SR 618 WB over Willow Ave.)
Bridge No. 100327 (SR 618 EB over Willow Ave.)
Bridge No. 100328 (SR 618 WB over South Boulevard)
Bridge No. 100329 (SR 618 EB over South Boulevard)
Bridge No. 100330 (SR 618 WB over Hyde Park Ave / Plant Ave.)
Bridge No. 100331 (SR 618 EB over Hyde Park Ave / Plant Ave.)
Bridge No. 100332 (SR 618 WB over Hillsborough River)
Bridge No. 100333 (SR 618 EB over Hillsborough River)
Bridge No. 100332 (SR 618 WB over Downtown Viaduct)
Bridge No. 100333 (SR 618 EB over Downtown Viaduct)
As required in other locations for overhang and traffic railing/barrier replacement.

Bridge Redecking with New Approach Slabs

Bridge No. 100308 (SR 618 WB over Himes Ave.): Complete Bridge
Bridge No. 100312 (SR 618 WB over El Padro Blvd.): WB Off-ramp Complete Bridge Spans 1A thru 10A
Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd.): Mainline WB Complete Bridge
Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd.): Off-ramp Complete Bridge
Bridge No. 100316 (SR 618 WB over Mississippi Ave.): Complete Bridge
Bridge No. 100317 (SR 618 EB over Mississippi Ave.): Complete Bridge
As required in other locations for overhang and traffic railing/barrier replacement.

Recoating Existing Steel

Bridge No. 100308 (SR 618 WB over Himes Ave.)
Bridge No. 100309 (SR 618 EB over Himes Ave.)
Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd.)
Bridge No. 100315 (SR 618 EB over MacDill Ave / Bay to Bay Blvd.)
Bridge No. 100319 (SR 618 EB over Howard Ave / Watrous Ave.)

Bridge Removal

Bridge No. 100324 (SR 618 WB over Platt Street)
Bridge No. 100332 (Tampa Street On-ramp to SR 618 WB)
Bridge widenings and overhang/barrier replacements

New Approach Slabs

Bridge No. 100308 (SR 618 WB over Himes Ave.): Begin Bridge and End Bridge
Bridge No. 100312 (SR 618 WB over El Padro Blvd.): Off-ramp – Begin Ramp Bridge
Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd.): Begin Bridge and End Bridge
Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd.): Off-ramp – Begin Ramp Bridge
Bridge No. 100316 (SR 618 WB over Mississippi Ave.): Begin Bridge and End Bridge
Bridge No. 100317 (SR 618 EB over Mississippi Ave.): Begin Bridge and End Bridge
Bridge No. To Be Obtained by DB Team (SR 618 WB over Platt Street)
Bridge No. To Be Obtained by DB Team (Tampa Street On-Ramp to SR 618 WB)

Independent Peer Review Bridges

Bridge No. 100308 (SR 618 WB over Himes Ave.)

- Begin Bridge to End Bridge Widening: Foundation, Substructure and Superstructure
- Begin Bridge to End Bridge: Bridge Load Rating

Bridge No. 100309 (SR 618 EB over Himes Ave.)

- Begin Bridge to End Bridge Widening: Foundation, Substructure and Superstructure
- Begin Bridge to End Bridge: Bridge Load Rating

Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd.)

- Span 2 and Span 3 Widening: Foundation, Substructure and Superstructure
- Span 2 and Span 3: Bridge Load Rating
- Existing Pier Modifications

Bridge No. 100315 (SR 618 EB over MacDill Ave / Bay to Bay Blvd.)

- Span 2 and Span 3 Widening: Foundation, Substructure and Superstructure
- Span 2 and Span 3: Bridge Load Rating

Bridge No. 100314 (SR 618 WB over MacDill Ave / Bay to Bay Blvd. – Off-ramp)

- Spans 1-A, 2-A and 3-A: Bridge Load Rating

Bridge No. 100319 (SR 618 EB over Howard Ave / Watrous Ave.)

- Begin Bridge to End Bridge Widening: Foundation, Substructure and Superstructure
- Begin Bridge to End Bridge: Bridge Load Rating

Bridge No. 100332 (SR 618 WB over Hillsborough River)

- Span 4 to Span 8 Widening: Foundation, Substructure and Superstructure including Vessel Collision Designs and Details
- Vessel Collision Protection Structure: Vessel Collision Designs and Details

Bridge No. 100333 (SR 618 EB over Hillsborough River)

- Span 4 to Span 8 Widening: Foundation, Substructure and Superstructure including Vessel Collision Designs and Details

- Vessel Collision Protection Structure: Vessel Collision Designs and Details
- Bridge No. 100332 (SR 618 WB over Downtown Viaduct – Tampa Street On-ramp)
- Begin Ramp to End Ramp New Structure: Foundation, Substructure and Superstructure
 - Begin Ramp to End Ramp New Structure: Bridge Load Rating

Additional structural items included in the Design Build Firm's Proposal similar to items described above.

Any Category 2 structure introduced into the Project in the Design Build Firm's Proposal.

1. Bridge Design Analysis:

- a. The Design Build Firm shall submit to the Authority final signed and sealed design and detail documentations during the development of the plans.
- b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design and retaining wall design are submitted with the 90% bridge and retaining wall plans.
- c. The Design-Build Firm shall "Load Rate" all bridges in accordance with the FDOT Procedure 850-010-035 and the Structures Manual. The Bridge Load Rating Calculations, the Completed Bridge Load Rating Summary Detail Sheet, and the Load Rating Summary Form shall be submitted to the Authority for review with the 90% superstructure submittal. The final Bridge Load Rating Summary Sheet and Load Rating Summary Form shall be submitted to the Authority for review with the Final superstructure submittal. A final, signed and sealed Bridge Load Rating, updated for as-built conditions, shall be submitted to the Authority for each phase of the bridge construction prior to placing traffic on the completed phase of the bridge. A final, signed and sealed Bridge Load Rating, updated for the as-built conditions as part of the As-Built Plans submittal shall be submitted to the Authority before any traffic is placed on the bridge. The Bridge Load Rating shall be signed and sealed by a Professional Engineer licensed in the State of Florida.

The latest existing-configuration load rating for each bridge anticipated to be widened based on the proposed improvements depicted in the Concept Plans has been included in the **Reference Documents** for reference purposes. The results of the load ratings indicate satisfactory rating factors in the existing configuration for all bridges.

For all existing bridges on the project, if the proposed improvements result in LRFR design inventory, FL 120, or LFR inventory rating factors less than 1.0 for existing bridge elements using the same rating method (LRFR or LFR) used in the Reference Document Load Ratings, the Design-Build Firm shall be responsible for strengthening as necessary to produce LRFR design inventory and FL 120 rating factors greater than 1.0 for the entire bridge in the final condition.

- d. Any erection, demolition, and any proposed sheeting and/or shoring plans that may potentially impact the railroad must be submitted to and approved by the railroad. This applies to areas adjacent to, within and over railroad rights of ways.

- e. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.
- f. Retaining wall heights, from the bottom of the wall to the top of wall coping, greater than 40-ft. shall not be permitted, unless site specific locations have been approved through the ATC process.

2. Criteria

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

- a. All plans and designs are to be prepared in accordance with the **Governing Regulations of Section VII.**
- b. Bridge Widening: The minimum deck thickness for bridge widening, shall be 8½” which shall include the sacrificial thickness specified in the Structures Design Guidelines for long bridges. New widened sections of 8½” bridge decks shall meet the finish and smoothness requirements in the Specifications for Long Bridges. New widened sections of bridge decks shall be grooved in accordance with the Specifications. The minimum bridge deck thickness for overhang/Traffic Railing replacements shall be 8”. The minimum bridge deck thickness for overhangs shall follow the Contract Documents.
- c. Bridge Redecking: The minimum deck thickness for existing bridges identified to be redecked shall be 8”. New bridge decks from redeckings shall be grooved in accordance with the Specifications. The minimum bridge deck thickness for overhangs shall follow the Contract Documents.
- d. Critical Temporary Retaining Walls: Whenever the construction of a component requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing and detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.
- e. The LRFD Operational Importance Factor and LRFD Ductility Factor shall be 1.0 for all bridges.
- f. The redundancy factor shall be applied to the flexural and axial effects of girder or floor beam component designs, including but not limited to flanges, webs, splices, connections, and cross-frames/diaphragms.
- g. The minimum environmental classifications for all bridges are as follows:

Bridge No.	Superstructure	Substructure	
		Steel	Concrete
100308	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100309	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100310	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100311	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100312	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100313	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100314	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100315	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100316	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100317	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100318	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100319	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100320	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100321	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100322	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100323	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100xxx	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100325	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100326	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100327	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100328	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100329	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100330	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100331	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100332	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100333	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100332	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100333	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100332	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive

- h. Horizontal Clearances: Unless specified elsewhere in this RFP, minimum horizontal clearances to bridge piers, bents, retaining walls, abutments and superstructures shall conform to the requirements shown below:
- i. Bridges adjacent to state roads: FDM
 - ii. Bridges adjacent to local roadways: Florida Green Book
 - iii. Existing horizontal clearances to existing substructures, retaining walls, abutments, etc. shall be maintained and matched for the widened condition.
 - iv. New bridges:

1. Adjacent to state roads: FDM
 2. Adjacent to local roadways: Florida Green Book
 3. New Platt Street Bridge: The greater of the FDM/Florida Green Book clearance and the existing horizontal clearance.
- v. Any horizontal clearances that do not conform to the FDM or Florida Green Book shall have a variation or exception developed by the Design Build Firm and submitted during the procurement phase for review and approval through the ATC process.
- i. Vertical Clearances: Unless specified elsewhere in this RFP, minimum vertical clearances to bridge piers, bents, retaining walls, abutments and superstructures shall conform to the requirements shown below:
 - i. Bridges over state roads: FDM
 - ii. Bridges over local roadways: Florida Green Book
 - iii. Bridges Widening: Match the existing superstructure vertical clearance of the bridge being widened
 - iv. Bridges over Navigable Waterways: Match the existing superstructure vertical clearance of the bridge being widened and adhere to all permits including the U.S. Coast Guard Permit
 - v. New Bridge Modifications:
 1. Tampa Street On-Ramp: FDM
 2. New bridge over Platt Street: Match the existing WB bridge superstructure vertical clearance
 - vi. Bay to Bay Blvd Parking Lot Entrance: 14 feet
 - vii. Any vertical clearances that do not conform to the FDM or Florida Green Book shall have a variation or exception developed by the Design Build Firm and submitted during the procurement phase for review and approval through the ATC process.
- j. Vessel Collision: New piers for bridges 100332 and 100333 and the Vessel Collision Protection Structure within the Hillsborough River shall be design for vessel collision loading.
 - i. New piers shall have mudline footings with the top of footing elevation set to match the existing adjacent existing pier's top of footing elevation.
 - ii. The Vessel Collision Protection Structure shall have the transverse and longitudinal loads applied at all critical locations to develop the maximum design loadings.
 - iii. Vessel collision designs shall not rely on tension in driven pile foundations.
 - iv. Pier columns and subshafts shall adhere to SDG Figure 2.11.11-1.
 - v. Transverse Load: 1250 kips
 - vi. Longitudinal Load: 625 kips
 - vii. Minimum Vessel Collision Load: 69 kips
- k. Fender System: Provide a new fender system with clearance gauges meeting Index 471-030 and the Contract Documents.
 - i. The fender system shall be connected to the Vessel Collision Protection Structure.
 - ii. The fender system shall be connected to the existing Brorein Street fender system.
 - iii. The Vessel Collision Protection Structures shall be faced with plastic lumber meeting the details of Index 471-030 and the Contract Documents.
 - iv. Fender Minimum Energy Absorption Capacity: 38 kip-ft
 - v. Provide catwalk plastic lumber on top of the Vessel Collision Protection Structures and the fender system.

- l. Navigation Lighting: Provide navigation lighting for dual bridges with a fender system.
- m. End Bent Abutments: Abutments for new and widened bridges shall be full depth, cast-in-place concrete abutments similar to the existing bridge abutments with footings below the existing groundline. Surface finish for widened abutments shall be smooth. Surface finish for new abutments shall match the existing abutment aesthetics (smooth with vertical striations).
- n. Retaining Walls: All retaining walls shall be faced with 5-ft by 5-ft nominal MSE panels. Surface finish shall be determined by the Design Build Firm and approved by the Authority (Selmon West Extension surface finish: vertical fractured fin).
- o. Class V Applied Finish Coating
 - i. Place an applied finish coating upon all existing/new exposed concrete surfaces as noted below:
 - 1. Columns, Pier caps, End bent caps, bridge abutments and other similar substructures and substructure elements
 - 2. Wall facings, retaining wall facings, including MSE wall panels, and copings
 - 3. Cheekwalls
 - 4. All surfaces and tops of Concrete Barriers and Traffic Railings
 - 5. All surfaces and tops of Concrete Barrier/Noise Walls
 - 6. All surfaces and tops of concrete Traffic Railing/Noise Walls
 - 7. Outside surfaces of exterior concrete beams
 - 8. Outside bridge deck edges (copings) and undersides of bridge deck overhangs at exterior beams
 - 9. Exposed haunches of exterior beams and girders
 - 10. Both sides of Noisewalls (Precast) and Perimeter Walls
 - 11. Concrete slope pavement
 - ii. The existing concrete surfaces shall be cleaned prior to the application of the Class V Applied Finish Coating
 - iii. Cleaning of existing concrete surfaces shall not be performed over traffic
 - iv. No application of Class V Applied Finish Coating shall be performed over traffic.
 - v. Selmon West Extension: Class V Applied Finish Coating Federal Color: AMS-STD-595 Color 37886 (Off White)
 - vi. Class V Applied Finish Coating (MSE panels) Federal Color: to be determined by the Design Build Firm and approved by the Authority (West Selmon color: 595 B 16293 (Grey)).
- p. Structural Steel Coating: Structural Steel coating requirements are as follows:
 - i. All new structural steel shall be coated with a High-Performance Coating System, which shall include a clear coat as a component of the finish coat.

- ii. All existing structural steel on bridges identified for recoating shall have the existing coating removed and replaced with a Structural Steel Coating System for Existing Bridges per Specification 975-2.4, which shall include a clear coat as a component of the finish coat.
 - iii. No application of structural steel coating shall be performed over traffic.
 - iv. No removal of structural steel coating shall be performed over traffic.
 - v. Federal Color: To be determined by the Design Build Firm and approved by the Authority (Selmon West Extension color: Federal Standard No. 595, Color number 26493).
- q. Bridge Drainage Systems: Structures with existing bridge drainage systems that are to be replaced or widened shall also have bridge drainage systems in the proposed condition. Existing bridge drainage systems that are not part of the proposed bridge drainage systems shall be removed and properly disposed of. Bridge decks and other structural components at removed bridge drainage locations shall be repaired to as-new conditions.
- r. All elements of proposed permanent drainage systems on bridges or structures shall be hidden from view.
- s. All connections to existing steel girders shall be structural bolted connections.
- t. Field welding shall not be permitted for permanent structures.
- u. Intermediate pile bents shall not be permitted.
- v. Integral abutments shall not be permitted.
- w. Use of uncoated weathering steel shall not be permitted.
- x. The minimum weight of lightweight concrete shall be 115 pounds per cubic foot (115 pcf).
- y. Lightweight retaining wall fill shall not be permitted, unless approved through the ATC process.
- z. Auger cast piles for bridges and structures (excluding Noise/Perimeter walls) shall not be permitted, unless approved through the ATC process.
- aa. Micropiles for bridges and structures shall not be permitted, unless approved through the ATC process.
- bb. Steel Piling: Steel H-piles or steel pipe piles without internal redundancy may be used at bridge sites with RFP environmental classifications of Extremely Aggressive under the following conditions:
- i. The foundation location shall be on the land.
 - ii. The steel piles shall be completely buried.
 - iii. Soil tests at the specific bridge site shall verify the actual soil environmental conditions are slightly or moderately aggressive.

- iv. The minimum sacrificial thickness used shall be the sacrificial thickness for extremely aggressive environments.
 - v. Steel piles shall not be used in water.
- cc. The use of geosynthetic reinforced soil (GRS) walls and abutments shall not be permitted.
- dd. The use of spread footing abutments supported on MSE walls shall not be permitted.
- ee. For permanent retaining walls, partial height walls such as perched walls or toe-walls, as defined in the FDOT Structures Manual, shall not be permitted.
- ff. Conduits for lighting or utilities shall not be mounted to exposed faces of bridge elements.
- gg. Three 2-in. diameter conduits in accordance with Standard Plans Index 630-010 shall be installed in all new concrete traffic railings/barriers mounted on bridges and retaining walls (3 allowed in junction slab per Index 521-610). Two 2-in. diameter conduits in accordance with Standard Plan Index D630-010 shall be installed in median traffic railings/barriers mounted on bridges.
- hh. Noise wall and visual barrier wall heights shall be as noted on the **Concept Plans**, Noise wall limits in the Concept Plans do not include the end tapers required by Standard Plans for wall begins and ends. Noise wall limits terminating in gores do include the end taper lengths required by the Standard Plans. Noise wall end tapers shall be provided at trailing ends of Concrete Barrier/Noise wall and Traffic Railing/Noise wall combinations. Precast Concrete Barrier/Noise walls and Traffic Railing/Noise walls shall not be permitted.
- ii. All proposed pier columns, including those for bridge widenings shall be designed to resist the LRFD vehicular collision force regardless of whether pier protection barriers are provided.
- jj. Existing bridge joints for all widened bridges shall be removed, the joint surfaces cleaned and replaced with a Poured Joint with Backer Rod (Index 458-110).
- kk. Existing bridges being redecked shall locate the new joints in the same location as the existing joints. All new joints shall be designed to meet the criteria within the Contract Documents and shall prevent leakage.
- ll. The Tampa Street On-ramp Bridge and all other new bridges shall have expansion joints designed to meet the Contract Documents. Expansion joints shall prevent leakage.
- mm. Traffic railing mounted supports for overhead sign structures on retaining walls shall not be permitted. Retaining wall mounted overhead sign structure supports shall be mounted on pedestals behind the traffic railings.
- nn. All traffic railings shall be 36" single slope traffic railing (Index 521-427), traffic railing with noise wall (Index 521-509) or 36" median single slope traffic railing (Index 521-426). Modify all existing end bents, abutments, approach slabs, retaining walls and other structures as required to provide the Index 521-427, Index 521-509 and Index 521-426 traffic railings per the Contract Documents.

- oo. Remove existing impact attenuator backup structures and replace with new attenuator backup structures that adhere to the Contract Documents and proposed traffic railing shapes.
- pp. The Design-Build Firm shall develop traffic railing/concrete barrier structural designs and details for all transitions to the existing F-Shape traffic railing and meet the following requirements:
 - i. Minimum transition length from single slope traffic railing/concrete barrier to existing shall be 10-ft.
 - ii. Transition designs and details shall be submitted with the 90% Plans and Final Plans associated with the Projects first use of the transition.
- qq. Skew angles greater than 60 degrees are allowed only on bridge widenings and the skew angles may not be greater than the existing skew angles for the specific pier location. Any deviation increasing the skew angle shall be approved through the ATC process.
- rr. Verify the As-Built conditions, configurations, dimensions and horizontal/vertical geometry of all existing bridges being widened or modified.
- ss. Investigate all existing retaining walls and abutments impacted by the proposed conditions for geotechnical and structural capacities and strengthen or replace the existing retaining walls and abutments as is necessary by these investigations.
- tt. Any deficiencies in the existing piers, substructures, abutments or foundations determined by the Design-Build Firm during the course of the project shall be remediated and strengthened to meet the requirements of the AASHTO LRFD Design Specifications and Contract Documents at no cost to the Authority.
- uu. The Design Build Firm shall provide an Independent Peer Review conforming to FDM Section 121 for the bridges identified as Independent Peer Review Bridges including signed and sealed Independent Peer Review calculations conforming to FDM 121.13.2 submitted with the 100% submittal.
- vv. Steel piles shall not be used in any foundations or fender systems located in the Hillsborough River.
- ww. The median piers within the Hillsborough River shall be designed with an additional percentage applied to the design loads shown below:
 - i. Dead Loads: 15%
 - ii. Live Load: 15%
 - iii. Wind Load on Structures: 15%
 - iv. Wind Load on Live Load: 15%
 - v. The additional percentage applied to each loading shall range from 0% to 15% to determine the worst-case design.
- xx. The maximum arm length for cantilever sign structures is sixty feet (60 ft).
- yy. Repair all bridge decks, other bridge elements, prestressed beams, diaphragms, slope

protection, structural elements, and other details as outlined in the latest inspection reports Work Order Recommendations. Additionally for Bridge No. 100308 (SR 618 WB over Himes Ave.) provide additional shear connectors in Span 3 as required and provide shear connectors in Spans 1 and 3.

zz. The tension stress limit for checking SDG Section 2.12.1.B shall be zero psi (no tension).

J. Specifications:

Authority and Department Specifications may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Authority and Department Specifications, and shall not be used as a means of changing Authority and 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 Price Proposals were due in the Authority Office, along with any approved Developmental Specifications and Technical Special Provisions, that are not part of this RFP. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package(s) 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.

The website for completing the training is at the following URL address:

<http://www2.dot.state.fl.us/programmanagement/PackagePreparation/TrainingConsultants.aspx>

Specification Workbooks are posted on the Department's website at the following URL address:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fSpecificationsPackage%2fdefault.aspx>

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. Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review. When required to be submitted to the Authority, Shop Drawings shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. 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 of the Shop Drawing, the Authority or its designee will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted".

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

M. Stormwater Pollution Prevention Plans (SWPPP):

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

N. Transportation Management Plan:

The Design-Build Firm must develop a Transportation Management Plan in accordance with the Department's FDOT Design Manual.

1. Traffic Control Analysis:

This project qualifies as a "significant project" as defined in Chapter 240 of the Department's FDM.

Accordingly, the Design-Build Firm shall design a safe and effective Transportation Management Plan (TMP) to manage vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The Design-Build Firm shall install Project Information Signs in coordination with the PIC.

The TMP will consist of three components:

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

The Temporary Traffic Control Plan (TTCP) shall be prepared and signed and sealed by the responsible Professional Engineer who has completed the Department's Advanced Maintenance of Traffic training course, and in accordance with the Department's Standard Plans and the FDOT Design Manual.

The TTCP shall be constructed in the fewest phases as possible.

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

Existing number of travel lanes shall be maintained along the Selmon Expressway at all times, except as specified during the lane closures identified below. All temporary detours, diversions, or lane shifts shall provide at least one 12-foot wide lane.

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

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

The regulatory speed of 55 mph along Selmon Expressway and the REL will be uniformly maintained within the limits of the work zone for each area.

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize the Department's Standard Plans, Index 102 series, where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed by the Design-Build Firm. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following:

- (1) typical/ cross section sheet(s)
- (2) profiles
- (3) drainage structures
- (4) temporary roadway lighting
- (5) retaining wall details
- (6) sheet piling details
- (7) general notes and construction sequence sheet(s)
- (8) typical detail sheet(s)
- (9) traffic control plan sheet(s)
- (10) curve data for all temporary alignments and
- (11) detour diagrams

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

Prior to the start of any construction activities a total of four (4) Project information signs shall be erected near the beginning and end of the Project in both the eastbound and westbound directions and remain in place until the completion of the Project. Signs shall include the following information:

Pardon Our Dust
South Selmon Capacity Project
Your Toll Dollars at Work!
Tampa-Xway.com
#ConnectingCommunities

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

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

3. Traffic Control Restrictions:

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

There will be NO LANE CLOSURES allowed between the hours of **5:00 AM to 9:00 AM** and from **3:00 PM to 7:00 PM**. A lane may only be closed during active work periods. All detours and diversions shall be approved by the Authority. Any lane closures on I-75 or I-75 ramps shall be coordinated with FDOT for approval.

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

Traffic pacing operations shall be performed only between the hours of 9:00 PM and 4:00 AM.

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 is responsible for all permit fees and all permits required to complete the Work unless otherwise specifically stated in the Contract Documents. 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, and signing the permit application package including all permit modifications, or subsequent permit applications.

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

1. Contaminated Materials

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

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

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

P. Signing and Pavement Marking Plans:

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

The Design-build Firm shall replace all signs and sign structures impacted from the widening of the Selmon. A Conceptual Master Signing Plan (MSP) has been provided with the Reference Documents identifying the overhead and multi-post signs within the Project limits. No structural analysis was performed for the Conceptual Master Signing Plan. The proposed signage layout and sign locations shown in the Conceptual MSP are approximate. The Design-Build Firm shall adjust the layout/locations as per field conditions to accommodate their proposed design. Not all signs (regulatory, warning, recreational or cultural, general service or logo, emergency, ramp designation, mile post etc.) required for complete signing installations are shown in the Conceptual MSP.

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

All pavement markings on concrete surfaces shall include black contrast markings for temporary and permanent applications, except for solid edge line markings. Permanent tape including black contrast

markings shall be used on all bridge and concrete pavement surfaces. All other final pavement marking materials shall conform to FDM Figure 230.3.1.

Pavement markings plans shall be developed for all areas with new pavement within the Selmon Expressway mainline and ramp project limits. Pavement markings plans shall also be developed for the five signalized intersections within the project limits and all cross street improvements.

Route shield pavement marking symbols with cardinal direction word markings shall be provided at locations depicted in the Conceptual MSP.

The westbound movement of Cleveland Street and Willow Avenue shall have a bicycle box per FDM 223.

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

All above ground hazards (i.e. sign structures, overhead structures, signal and light poles) shall be placed at the required clear zones as applicable by the design standards. It will not be acceptable to place guard rails or barrier walls for the sole purpose of protecting those elements placed in the clear zones. If the Design-Build Firm finds that such placement of signs must encroach the clear zone, a Design Variation or Design Exception shall be submitted. The Authority is not under any obligation to approve such Variations or Exceptions. The Design-Build Firm shall not proceed with dependent project tasks until or unless the Variation or Exception is approved.

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

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all signage within the Project limits. 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.

The signing and pavement marking aesthetics shall be consistent with the adjacent sections of the Selmon Expressway as directed by the Authority.

Q. Lighting Plans:

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

The lighting aesthetics shall be consistent with the requirements specified in this RFP or shall be consistent with adjacent section of the Selmon Expressway. Lighting levels matching the existing or permanent conditions shall be maintained at all times during construction.

Provide conventional lighting in accordance with FDM criteria along the Selmon mainline and ramps within the project limits. Light poles currently mounted along the sections with median barrier wall were constructed from the recently finished THEA Safety Project. Light pole spacing was calculated on that project with the intent of the South Selmon Capacity Project constructing the remainder of the corridor with similar luminaires and pole heights. Any proposed luminaires shall have a color temperature of 3000K to reduce the lighting glare to surrounding neighborhoods. The light fixtures from the THEA Safety Project shall be replaced with lower color temperature fixtures, without replacing the poles. Light poles 59, 60, and 61 along the median barrier wall south of Swann Avenue were replaced with Model BLX-4-T3-128LC-7-3K-UNV fixtures, and therefore will not need new fixtures. Proposed fixtures shall be Model BLX-4-T3-128LC-7-3K-UNV or equivalent. Equivalent luminaires will need approval from the Authority. All other lighting within the project limits will be impacted by the widening and shall be removed and replaced. All new lighting shall be on the median barrier wall. The exceptions to median barrier wall mounting would be where lighting is needed on the bridge structures due to pole spacing, but it is not constructable because of the alignment of the bridge structures. Conventional lighting shall be LED.

Provide underdeck lighting in accordance with FDM criteria in all bridge spans crossing roadways. Underdeck light shall be LED and light levels shall equal the adjacent roadway lighting. The underdeck lighting fixtures shall be in accordance with the FDOT APL and shall be used consistently or shall be consistent with adjacent sections of the Selmon expressway as directed by the Authority.

Expand or replace the existing aesthetic lighting on the eastbound and westbound Hillsborough River Bridges to illuminate the widened structures similar to the existing structures. Luminaires shall be equivalent to the existing luminaires and compatible with the existing controller. (Existing aesthetic lighting information is included in the Reference Document R_21-Hills_River_Bridge_Exist_Aesthetic_Lighting_Info.pdf.

The Design-Build Firm shall develop a Lighting Design Analysis Report providing the photometric analysis where there is proposed lighting. Voltage drop calculations of proposed wire and load analysis of each proposed branch circuit shall be developed. If the Design-Build Firm is proposing the new lighting on an existing circuit, a load analysis of that circuit shall be provided showing that it can handle the new load. Electrical design shall conform with NEC criteria.

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

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

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

All modified load centers shall comply with all applicable criteria and shall be in like new condition.

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

The Design-Build Firm shall perform detailed field reviews. Review and document all lighting

(poles/luminaires, sign luminaires, etc.), circuiting, load centers, service points, utility transformers, etc., within the limits of lighting construction. This review includes: conductors, conduit, grounding, enclosures, voltages, mounting heights, pull-boxes, etc. This review also includes circuits outside the limits of lighting construction that originate or touch this Project's scope of Work.

All deficiencies within the limits of lighting construction shall be identified and corrected. Any deficiencies outside the limits of lighting construction shall be brought to the attention of the Authority.

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

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

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

Conceptual photometric plans have been provided with the Reference Documents.

R. Signalization and Intelligent Transportation System Plans:

1. General

The Design-Build Firm shall prepare Signalization and Intelligent Transportation Plans in accordance with governing regulations outlined in the RFP. A Conceptual Signalization and Intelligent Transportation Plan has been provided with the Reference Documents identifying ITS locations within the Project limits.

The Design-Build Firm shall be responsible for all Signalization construction services relating to the Project as required in this RFP, at a minimum.

All Signalization work shall be coordinated with City of Tampa and the Authority. All signalization equipment shall be compatible and interchangeable with existing infrastructure and comply with all City of Tampa and the Authority design requirements. The Design-Build Firm is responsible to coordinate with TECO Distribution for proposed service points. The Design-Build Firm shall include all associated costs in their Price Proposal.

Provide pedestrian push buttons and count-down signal heads at all pedestrian crossings at signalized intersections.

All signal structures shall be mast arms. No steel or concrete strain poles shall be permitted.

The Design-Build Firm shall develop signalization plans for five intersections as depicted in the Signalization Concept Plans (See Reference Documents). Three of the intersections will be newly signalized. Those intersections are located at:

- Southbound Selmon Expressway off-ramp at West Euclid Avenue
- Northbound Selmon Expressway on-ramp at West Euclid Avenue
- Northbound Selmon Expressway on-ramp at West Bay to Bay Boulevard

The other two intersections will be located at:

- West Cleveland Street at South Willow Avenue
- West Platt Street at South Willow Avenue

The intersection of West Cleveland Street and South Willow Avenue will have a new off ramp intersecting through it.

The signal phasing in the initial condition at signalized intersection shall conform to the Signal Phasing Plan provided in the Signalization Concept Plan (See Reference Documents).

The Design-Build Firm shall prepare Intelligent Transportation Plans in accordance with Authority criteria. The Design-Build Firm shall obtain, meet, and/or exceed all Governing Regulations apart of this RFP. District Seven Specific ITS Requirements and Guidelines for the proposed ITS system are provided with the Attachments. Unless specifically noted otherwise in this RFP, the Design-Build Firm shall adhere to the Specific ITS Requirements and Guidelines for all activities involving ITS.

Provide ITS devices that meet the requirements of the National Transportation Communications for ITS Protocol (NTCIP) versions supported by Authority ATMS software or the current version of the Authority ATMS software at the time of ITS device integration and testing.

The Design-Build Firm shall ensure that all proposed ITS devices are on the FDOT's Approved Product List (APL). Provide grounding, lighting, and surge protection for all ITS devices and cabinets in accordance with the Governing Regulations.

Determine the exact locations and quantities of the ITS devices to meet the requirements of this RFP. The table below represents minimum quantities of new (proposed) ITS devices anticipated for this Project.

ITS Devices	Quantity	Locations
CCTV Camera	5	See ITS Concept Plans in Reference Documents
MVDS	17	See ITS Concept Plans in Reference Documents
Verification Camera	4	See ITS Concept Plans in Reference Documents
DMS	4	See ITS Concept Plans in Reference Documents
RSU	12	See ITS Concept Plans in Reference Documents
Wrong Way Vehicle Detection System (WWVDS)	5	At all off-ramps within the project corridor. See ITS Concept Plans in Reference Documents

Provide test results for all ITS devices, fiber optic cabling and infrastructure and communications network equipment signed by the Authority's CEI, Contractor, and the Authority's ITS Representative.

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Signalization and Intelligent Transportation System devices as well as overall system construction and integration. The construction plan sheets shall be in accordance with Authority requirements and include, but not be limited to:

- Project Layout / Overview sheets outlying the locations of field elements
- Detail sheets on:
 - Dynamic Message Sign (DMS) structure, DMS attachment, DMS display/layout
 - Closed Circuit Television (CCTV) structure, CCTV attachment, CCTV operation/layout
 - Microwave Vehicle Detection System (MVDS) structure, MVDS attachment, MVDS operation/layout
 - Wrong Way Vehicle Detection System (WWVDS), WWVDS structure, WWVDS attachment, WWVDS operation/layout
 - Roadside Unit (RSU) attachment, RSU operation/layout
 - Fiber optic splice and conduit
 - Power Service Distribution
 - Wiring and connection details
 - Conduit, pull box, and vault installation
 - Communication Hub and Field Cabinets
 - System-level block diagrams
 - Device-level block diagrams
 - Field hub/router cabinet configuration details
 - Fiber optic Splicing Diagrams
 - System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.
 - Power Design Analysis Report (PDAR) for ITS devices
 - Maintenance of Communication (MOC) and Method of Procedure (MOP)

The Design-Build firm is responsible for ensuring project compliance with the Regional ITS Architecture and Rule 940 as applicable. This includes, but is not limited to, the development or update of a concept of operations, the development or update of a system engineering master plan (SEMP), and requirement traceability verification (RTVM) as well as coordination of document review.

The Design-Build Firm shall detail existing Signalization and Intelligent Transportation System equipment and report which devices will be removed, replaced, or impacted by project work.

2. Design and Engineering Services:

The Design-Build Firm shall be responsible for all Signalization and ITS design and engineering services relating to the Project. All ITS system components shall be new unless otherwise identified for relocation. The design of the new system shall integrate with the existing devices. The design shall include the necessary infrastructure and components to ensure proper connection of the new ITS components. This shall include but not be limited to all proposed ITS components of this project as well as existing sub-systems that remain or are re-deployed as the final project.

At a minimum, the ITS work in this project consists of the following major components:

- Replacement of any ITS System components that are impacted by the Design-Build Firm's scope of work as approved by the Authority. All equipment shall be new unless otherwise specified.
- DMS – Includes sign support structures, static signs, and mounting brackets for lane control, lane status, toll amount, travel time and full size DMS.
- CCTV – Includes concrete poles, camera lowering devices and mountings to provide 100% CCTV coverage of the project corridor. In addition, DMS shall have a dedicated verification CCTV.
- MVDS - Includes MVDS, concrete poles and mountings to detect all lanes including the ramps along the project corridor. MVDS devices shall be spaced such that traffic in both directions are picked up at ½ mile intervals.
- WWVDS – Includes WWVDS highlighted signs, static signs, cameras, sensors, and mountings to detect and notify wrong direction drivers that their vehicles are entering an exit ramp.
- RSU – Includes RSU units and mounting to incorporate future connected vehicle communication and Bluetooth traffic volume/speed measurement technologies.
- Removal of any ITS System components that are impacted by the Design-Build Firms scope of work as approved by the Authority.
- A Wrong Way Vehicle Detection System (WWVDS) shall be deployed at all off-ramps within the project corridor. WWVDS shall include static wrong-way signs on both sides of the ramps, LED flashers, wrong-way detectors, confirmation CCTV cameras, pole mounted ITS cabinet, and all necessary infrastructure for fiber optics communication and line power supply. The proposed WWVDS shall provide automatic detection of wrong-way driving and warning to wrong-way drivers, automatically activate flashing beacons, and provide camera verification of wrong-way vehicle and alert to the City of Tampa TMC. The wrong-way detector station for each ramp shall provide dual zones for both wrong-way detection and camera verifications, one forward-facing to detect incoming vehicles, and the other rear-facing to detect departing vehicles.
- The Design-Build Firm shall provide WWVDS software, firmware, and Application Programming Interface (API). The WWVDS's API shall be compatible with the current version of the Authority's ATMS software and communicate utilizing an ethernet Transmission Control Protocol/Internet Protocol (TCP/IP). At minimum, the WWVDS software shall allow local and remote configuration, and system health monitoring of WWVDS. At minimum, the WWVDS shall send an alert and sequence of images for up to ten (10) seconds to the the Authority ATMS software that covers a configurable time before and after the wrong-way vehicle detection.
- Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm. Testing the entire ITS system within the project area to ensure the existing/modified system is fully functional and seamlessly integrated with the existing ITS along Selmon Expressway.

Power Coordination – Evaluate existing power services and determine the necessary modifications required to accommodate all new ITS devices and infrastructure. This includes, but is not limited to:

- Utility coordination with local power companies.

- Developing voltage drop calculations to determine correct wire gauge and transformer size to effectively power all new equipment at 125% of specified equipment draw.
- Determining the most efficient and effective way to modify each power service.
- Utilizing the National Electrical Code (NEC) and National Electrical Safety Code (NESC) at all times, during construction of underground, and overhead electrical power services; and
- Developing electrical wiring diagrams necessary to successfully implement the intent of the project.
- Connection to Existing Electrical Systems – The Design-Build Firm shall calculate voltage, design, and install connections to existing electrical services, to the extent possible, at the existing ITS field element electrical systems. The Design-Build Firm shall modify the power distribution, as necessary. The new circuit shall utilize an existing spare branch circuit breaker. If no spare breaker is available, then a new branch circuit breaker shall be provided. At a minimum, all affected ITS field cabinets shall be calculated for 125% over electrical draw.

a. General Requirements:

- Design, furnish, construct, install, integrate and test an electrical power distribution system within the Authority Right-of-Way consisting of underground power conduits and conductors, transformers, and UPSs, remote resettable PDUs and all associated equipment and wiring.
- All Electrical equipment and installation must conform to the current edition of Underwriters' Laboratories (UL), National Electrical Code (NEC), Electronic Industries Alliance (EIA), American Society for Testing and Materials (ASTM), American National Standards Institute, Inc. (ANSI), and Institute of Electrical and Electronics Engineers (IEEE) requirements as applicable.
- The Design-Build Firm shall design, furnish, construct, install, integrate and test, Remote Power Management Unit (RPMU), Power Transformers, Uninterruptible Power Supply (UPS) units, grounding, lighting, and surge protection in accordance with the Authority's ITS Minimum Technical Requirements for ITS and the FDOT Standard Specifications. The Design-Build Firm shall provide labels.

3. Construction and Integration Services:

The Design-Build Firm shall be responsible for all Signalization and ITS construction and integration services relating to the Project.

4. Testing and Acceptance:

All equipment furnished by the Design-Build Firm shall be subject to monitoring and testing to determine conformance with all applicable requirements. The Design-Build Firm is responsible for the coordination and performance of material inspection and testing, field acceptance tests, and system acceptance tests. The times and dates of tests must be accepted in writing by the Authority's Project Manager. The Design-Build Firm shall conduct all tests in the presence of the Authority's Project Manager or designated representative. Testing shall be completed as identified in the Authority Minimum Technical Requirements for ITS document.

5. Existing Conditions

This section is intended to provide a general overview of the existing conditions of the Authority's ITS System and its components such as the fiber optic network (FON) communications infrastructure within the project limits. In addition, the Design-Build Firm shall refer to the ITS As-Built Plans provided with this RFP as Reference Documents for additional information and shall be responsible for field verifying all existing site conditions within the project limits.

The ITS components shall be defined as follows:

- **Closed Circuit Television (CCTV) Camera System:** The CCTV Camera System consists of pan-tilt-zoom (PTZ) cameras along the corridor that are typically spaced at one (1) mile intervals. The CCTV cameras are used by Authority staff for incident management and traffic monitoring. The cameras are integrated and communicate with Local Hubs along the corridor via the single mode FOC communications backbone installed along the corridor.
- **Dynamic Message Sign System (DMS).** The DMS consists of mainline dynamic message sign and provide roadway information and travel times. The mainline DMS are located at select locations along the Selmon Expressway corridor, outside the project corridor. The DMS system include DMS power supplies, surge suppression, network switches, grounding and lighting protection, UPS and battery back-up and fiber optic communication system.
- **Vehicle Detection Systems (VDS):** The VDS consists of non-intrusive, microwave technology sensors used to collect vehicle volume, speed and occupancy data from mainline travel lanes. The detectors are typically located at approximately one-half (1/2) mile intervals. The detectors are installed on stand-alone concrete poles and/or attached to other ITS device structures in a side-fired configuration to detect data on a lane-by-lane basis. The VDS is used for incident detection by Authority staff and communicate with the single mode FOC communications backbone installed along the corridor.
- **Fiber Optic Network (FON):** The FON infrastructure provides communications for ITS and Tolls components. The FON is composed of the FOC communications backbone, lateral connections and communications equipment including but not limited to field and HUB Ethernet switches, port servers, routers, fiber patch panels installed at the various ITS device(s) serving as a local HUB.
- For clarification purposes, any reference in this RFP to the mainline fiber optic backbone that is installed along the corridor shall be defined as the "backbone". The fiber optic cable between the backbone and a building (ramp and mainline locations) shall be defined as the "Tolls lateral". The fiber optic cable between the backbone and ITS components shall be defined as the "ITS lateral".

S. Aesthetics, Public Space, Landscape & Irrigation Plans

The Design-Build Firm shall continue the aesthetic theme of the Selmon West Extension (SWE) throughout the Project. The Design-Build Firm shall propose colors and textures of structural and hardscape elements for Authority approval. The Design-Build Firm shall coordinate with the Authority throughout the Project design and shall propose two (2) options that continue the SWE theme, from which the Authority will select the one (1) to be implemented.

The Design-Build Firm shall design and construct public space improvements underneath the bridge

overpasses at Bay-to-Bay Boulevard and MacDill Avenue. Concepts for this site have been developed by the Authority and are included in the Reference Document (R_17 – Bay to Bay Concept Final.pdf). Site amenities include small/large dog park areas, flexible and/or recreational spaces, parking, and pedestrian/bicycle accommodations. The Authority will notify the Shortlisted Proposers prior to the date set established as the “deadline for Shortlisted Proposers to submit preliminary list of Alternative Technical Concepts” of what public space improvements the Authority wants constructed at this site. The Design-Build Firm shall provide all services required to design, permit, and construct all components of the improvements. 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, hardscape, site furnishings, and decorative lighting. The Design-Build Firm shall coordinate with the Authority throughout the design. The Design-Build Firm shall identify in its Project schedule when the public space improvements will be open to the public.

The Design-Build Firm shall design and construct underpass enhancements underneath the bridge overpasses at Euclid Avenue and Willow Avenue. Underpass enhancements shall include underpass lighting, pedestrian accommodations, aesthetic lighting, landscape plantings, hardscape and site furnishings. The Design-Build Firm shall coordinate with the Authority throughout the design and shall propose two options, from which the Authority will select the one to be implemented. The Design-Build Firm’s Total Lump Sum Contract Amount shall include either of the two options that are submitted.

For the remaining underpasses on the Project, the Design-Build Firm shall design underpass lighting, pedestrian accommodations, landscape plantings, and hardscape elements in coordination with the Authority.

The Design-Build Firm shall prepare Landscape, Hardscape and Irrigation construction documents in accordance with the latest design standards and practices. The intent of the landscape / hardscape design is to enhance the proposed project area and provide attractive gateways to the surrounding area. The landscape/hardscape plans shall satisfy the following design objectives:

- The landscaping shall respond to the natural ecosystems of the area and geography of the site, including the underside of the viaduct structure.
- The landscape design shall provide ease of maintenance by Authority and local agency maintenance crews. An enhanced level of landscape treatment shall be provided at stormwater facilities. The enhanced design shall include grasses, groundcovers, and shrubs along with canopy trees and palms, but shall not interfere with maintenance crews’ ability to access and maintain the stormwater facilities.
- The careful placement of canopy and palm trees shall avoid roadway lighting, utilities and traffic management cameras. All existing and proposed utilities must be coordinated with plant placement in the final design and construction documentation.
- All planting design shall allow for the future growth of shrubs and grasses adjacent to sidewalks.
- Tree planting allows for adequate setbacks from fences and utilities.
- Landscaping mitigates or enhances roadway structures.

In addition to the Standards, specific design criteria shall be utilized by the Design-Build Firm during the design of the final plans as follows:

- Ensure proper setbacks from overhead utilities.
- Any tree planted within 5-ft. of any underground utility shall require a root barrier placed 15-ft. centered (30-ft. total width) on the tree and to a minimum depth of 42 inches.

- Landscape plans shall include the removal of all Category I Invasive/Exotic plants as defined by the Florida Exotic Pest Plant Council (www.fleppc.org) within the project limits and within the project right of way.
- All existing landscaping damaged or destroyed during construction shall be replaced with plant material of like size, quantity and species.

The Design/Build Firm shall be responsible for obtaining all landscaping maintenance agreements from the local entities.

The Design-Build Firm shall prepare a plant list to be used for this Project. The plant list shall be provided as a part of the landscape concept submitted in the Technical Proposal.

All tree pruning work shall be directed by an Arborist Certified by International Society of Arboriculture and all Landscape installation shall be directed by a FNGLA Certified Landscape Contractor (FCLC). All existing trees shall be either protected, relocated or replaced. The Design Build Firm shall provide an existing Tree Inventory Plan, Tree Disposition Plan, Concept Plan, Landscape Plan, and Landscape Establishment Plan prepared by a Licensed State of Florida Registered Landscape Architect.

Existing Tree Inventory Plan Perform an Existing Tree Inventory by an International Society of Arboriculture Certified Arborist. Using ¼ inch hemp rope encircle the tree; attach aluminum tags impressed with the tree identification number matching the tree identification numbering in the Tree Inventory Plan provided. Submit tree Tagging method to the DLA for review. Remove tree tags at the completion of the Establishment Period.

Produce an Existing Tree Inventory Plan graphically illustrating locations of existing trees. Include an Existing Tree Inventory chart with the following:

- Tree number
- Species
- Caliper of tree
- Clear trunk of palm
- Condition
- Disposition - Protect, Relocate or Replace

2. Landscape Plan: The Design-Build Firm shall produce a Landscape Plan as a component of the Roadway Plan. A minimum of 50% of large plant material must be native, canopy trees. Terrace sloped embankments for level planting areas.

3. Landscape Establishment Plan: The Establishment Plan includes existing, proposed and relocated trees.

Produce an Establishment Plan detailing the activities required throughout the Establishment Period and submit to the DLA for review and approval. Include at a minimum:

- Watering
- Weeding
- Mulching
- Fertilizing
- Pruning
- Mowing and extents of mowing
- Litter removal

- Fruit removal
- Species specific establishment requirements

Submit the Landscape Establishment Plans for review with the 90% and 100% Landscape Plans.

4. Irrigation Plans:

The irrigation design must be designed for durability, ease of maintenance and water conservation. The system must meet all local and state water conservation requirements. The system will be designed with the understanding that many of the plantings will be installed beneath the expressway and will not receive rainfall. Therefore, irrigation will not be supplemental but the sole source of hydration. In these areas the system must be capable of providing 100 percent of the anticipated water needs of the plant material. 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 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 the Authority for the location of these controllers. The Design-Build Firm shall be responsible for obtaining and paying for the service connection.

T. Tolling Requirements

The existing toll system is being maintained by the Authority. Throughout the Project, the Design-Build Firm shall coordinate any issues or concerns with the existing system to the Authority. The Design-Build Firm shall also coordinate with the Authority regarding, installation, testing and commissioning the new toll equipment at all new toll equipment sites. The responsibilities of the Design-Build Firm to coordinate with toll equipment installation contractor are provided in the Authority's GTR Document.

The Design-Build Firm shall furnish and install tolling infrastructure per the Authority's GTR (General Tolling Requirements). The Authority's GTR includes toll gantry structural, geotechnical, electrical,

mechanical, communication and supplemental pavement design criteria specific to each of the tolling facility requirements. The Design Build Firm shall refer to the Authority's GTR for the design criteria and construction requirements needed for a complete and fully operational tolling point.

General

- Toll Facility Locations

Toll gantry locations shall be located within the Authority right-of-way, and shall not change unless the roadway layouts are modified by the Design-Build Firm through approved ATCs and shall be reevaluated by the Design-Build Firm against the Authority's GTR. In such cases, the toll gantry locations shall be adjusted and submitted for written approval by the Authority prior to design.

Required toll gantry locations –

- Selmon South Mainline EB (New 4-lane gantry)
 - Selmon South Mainline WB (New 5-lane gantry)
 - Selmon EB Willow Off-Ramp (New 2-lane Gantry)
 - Selmon WB Willow On-Ramp (New 1-lane Gantry)
 - Selmon WB Plant Off-Ramp (New 2-lane gantry)
 - Selmon EB Plant On-Ramp (New 1-lane Gantry)
- Non –accessible gantries – the Authority's intent is to use as described in the GTR requirements. The gantries shall be full span gantries at each site, with the exception of the Eastbound Plant On-Ramp, which may be constructed as a cantilever gantry.
- Toll Equipment Concrete Pad – the Authority's intent is to use concrete pads with appropriate conduit and electrical communication service terminating at the pads. These pads are where the Authority's Toll Equipment Contractor will install exterior toll equipment enclosures. The Design-Build Firm shall provide for the electrical services, electrical enclosures, and any support bracketing to mount the toll equipment enclosures to the concrete pad as described in the Authority's GTR.
- Protection of Toll locations – concrete barrier wall shall separate the roadway from the tolling location.
- Rigid pavement - Non-steel reinforced concrete pavement is required for all toll locations. A full pavement design is required to be provided for review and approval, and pavement joint design details shall be developed in coordination with the Authority.
- Tolling locations in curves or in gore areas - these locations may require additional pavement markings, tubular delineators or additional devices to reduce weaving or lane changing at the tolling locations.

The Design-Build Firm shall refer to the Authority's GTR for the design criteria and construction requirements, needed for toll site requirements.

The Design-Build Firm shall allow for at least 180 calendar days within its construction schedule for the installation testing of tolling equipment by the Authority's Toll Equipment Contractor, in accordance with the Authority's GTR.

Toll Fiber Optic Cable and Conduit

The Design-Build Firm shall be responsible for all design and engineering services relating to the Project. All system components shall be new unless otherwise identified for relocation.

The fiber optic backbone requirements are defined in ITS Minimum Technical Requirements (MTR).

Connections to toll sites shall utilize a 24-count single mode fiber optic drop cable connected to the tolls fiber optic backbone, following an approved fiber allocation plan coordinated with the Authority. The conduit and fiber shall be designed, installed and tested. All toll fiber optic drop cable shall utilize two (2), 2-inch HDPE conduits, locate tone wire, warning tape, fiber route markers and splice boxes parallel to the traveled route. For additional details and requirements for toll communications refer to the General Tolling Requirements (GTR) document.