

Questions – 2/2/2023:

1. Section IX - A of the RFP (page 46 of 111) indicates that the current edition of relevant design standards listed in the RFP shall be used for the project. Please confirm that the current edition means the edition at the time of advertisement (2022).

ANSWER: The RFP stipulates that the applicable Standard Plans and the Division II and III Standard Specifications are the editions adopted **at the time the price proposals are due**, not the advertisement date.

2. RFP section X.I.2.tt (page 93 of 111) states "any deficiencies in the existing pier, 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."

Since repairs and/or retrofit, if necessary, cannot be quantified during the procurement phase, please provide a lumpsum allowance for this work or change the language of the RFP to indicate that any repairs and/or retrofit not explicitly identified in the scope of the RFP will be covered by change orders.

ANSWER: The language of the RFP will be revised by amendment to indicate that any repairs and/or retrofit not explicitly identified in the PD&E documents or the scope of the RFP will be covered by change orders.

3. R_01 - Original Expressway Plans. In the provided existing structure drawings, the structure is split into a number of segments. More specifically, segment 1 is the segment being widened in the current project. Segment 2 is outside of the current project limit. The file labelled R_06 – Pile Driving Data_100332-100333.zip contains pile driving logs for structure 100332 and 100333. This file only contains the pile driving logs for segment 2 of the elevated structure. Please provide the pile driving data for segment 1 of the elevated structure.

ANSWER: The Authority has provided all pile driving logs they have. Pile driving records are not available for Segment 1.

4. Has the Authority acquired any permits associated with the proposed work? If yes, please provide.

ANSWER: No

5. RFP Section I.A. requires two (2) sets of 72-strand fiber trunk lines on each side of the Selmon Expressway to be installed in accordance with the ITS concept plans. ITS Concept Plans call for 3-2" open trench conduits along the roadway and 3-2" in bridge rails (at crossings). One conduit each is designated for ITS, tolling, and future SMFOC. This is in conflict with RFP Section X.I.2.gg which requires the installation of three 2-in dia conduits in the concrete traffic railing/barriers on the retaining walls (in the junction slab).

a. Please confirm that the three 2-in dia conduits required by X.I.2.gg. are extra capacity or that this requirement is for the Toll and ITS trunk lines and should override the conflict of open trench installation called for in the ITS Concept Plans.

ANSWER: The Design-Build Firm shall install the fiber optic backbone per section X.I.gg, with three 2" conduit in the barrier wall. Separate junction boxes shall be provided for each of the three conduit. The ITS Concept Plans shall be updated to reflect the fiber optic backbone installation within the barrier wall.

b. Please Confirm if open trench installation is preferred, is it required to be encased in flowable backfill concrete? or can Design-Build Firms just install per standard 630-001 Placement Under New Roadway Prior to Installation of Base and Pavement inside the shoulder adjacent to the Junction Slab.

ANSWER: As identified in response to question 5.a, the Design-Build Firm shall install the fiber optic backbone per section X.I.gg, with three 2" conduit in the barrier wall.

c. Please confirm it is acceptable to install ITS conduits along the right-of-way line outside the roadway per the Placement Within the Utility Strip of 630-001?"

ANSWER: As identified in response to question 5.a, the Design-Build Firm shall install the fiber optic backbone per section X.I.gg, with three 2" conduit in the barrier wall.

6. Attachment A 00X.04, Insurance Requirements, Coverages, and Limits, A. Insurance Requirements, Coverages, and Limits. 3) Professional Liability and Errors and Omissions include language that suggests that the Design-Builder can evidence Professional Liability insurance with a Per Claim and General Aggregate. Industry-standard provides an aggregate coverage limit, but it is not referred to as the General Aggregate. Please remove the word "General" from this section when referring to the "General Aggregate".

ANSWER: "General" will be removed from Section A.3 regarding Professional Liability Aggregate limits.

7. Attachment A 00X.04, The section requires that any deductibles be indicated on the Certificate of Insurance. Because deductibles are the sole responsibility of the Design-Builder, and there is no financial exposure to the Authority, then the deductibles should be at the sole discretion of the Design-Builder. Please amend the paragraph to show as follows: "Deductibles may be allowed, at the Authority's sole option, provided the insurer is required to pay claims from the first dollar at 100% of value without requiring the insured party to pay its deductible before that time. Any self-insurance retention shall be indicated on the Certificate of Insurance."

ANSWER: No change will be made.

8. Attachment A 00X.04, Insurance Requirements, Coverages, and Limits, B. General Insurance Requirements: 16) states that only an insurance company may confirm that there are no pending claims that would impair the insurance company's ability to cover the minimum insurance limits. The Design-Build Firm requests that their agent or broker also be allowed to confirm that there are no pending claims that would impair the insurance company's ability to cover the minimum insurance limits. Please amend the section to include the following: 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company, insurance agent, or broker that to their knowledge, as of the date of the design-build contract, there are no pending claims or legal actions against the Design-Build Firm, which if resolved in favor of the claimant would impair the insurance company's ability to cover the minimum insurance limits stated herein."

ANSWER: Section 16 will be amended to state: “Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company or insurance agent that to their knowledge, as of the date of the Design-Build Contract, there are no pending claims or legal actions against the Design-Build Firm, which if resolved in favor of the claimant, would impair the insurance company's ability to cover the minimum insurance limits stated herein.”

9. Design-Build Specifications, Division I General Requirements and Covenants, 3-5.1 General Requirements of the Contract Bond requires the surety's resident agent's name, address, and telephone number are clearly stated on the Contract Bond form. Because resident agent countersignature laws have been eradicated throughout the United States, any bond that requires a resident agent countersignature or a resident agent signature violates law. Please amend the Contract Bond form to remove the requirement for a resident agent information.

ANSWER: Design-Build Specifications, Division I General Requirements and Covenants, 3-5.1 General Requirements do not require the agent to be a resident of Florida. The Contract Bond must be countersigned by an agent appointed by the Surety and licensed by the State of Florida.

10. Design-Build Specifications, Division I General Requirements and Covenants, Section 7 Legal Requirements and Responsibility to the Public, 7-13 Insurance, 7-13.2 Commercial General Liability Insurance states that the insurance limits may not be shared with or diminished by claims unrelated to the contract. The Design-Builder wishes to clarify that the Authority is not requesting project-specific policies with the following amendment: “The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and the per occurrence and general aggregate limits may not be shared with or diminished by claims unrelated to the contract.”

ANSWER: Project-specific policies are not required for this Project.

11. Design-Build Specifications, Division I General Requirements and Covenants, Section 7 Legal Requirements and Responsibility to the Public, 7-13 Insurance, 7-13.2 Commercial General Liability Insurance states that the Authority shall be notified of all proposed policy changes. The Design-Builder's corporate insurance program undergoes many changes throughout the year that would have no effect on this project. Please amend to: “Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Authority shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Authority shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed material and adverse change to any policy or coverage described herein.”

ANSWER: The requested amendment will be made.

12. RFP Section IX. Project Requirements and Provisions for Work D. Permitting states that "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."

Please confirm if the Design-Builder is responsible for all mitigation costs, or only the additional mitigation required due to design modifications.

ANSWER: The Design-Build shall be responsible for all mitigation costs.

13. The RFP states that "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."

Please confirm that the commitments applicable to this contract are limited to those explicitly listed in RFP Section IX.C (Pages 49 thru 51 of 111) and PIER Report Section 8.0 (PDF page 71 of 81)

PIER Section 8.1 Implementation measures indicate that THEA will conduct a bald eagle nest survey and an osprey nest survey during the permitting phase of the project and will coordinate with the USFWS if impacts cannot be avoided.

a. Please confirm that THEA will perform surveys associated with bald eagle nests and osprey nests.

ANSWER: The DB Firms are responsible for performing all surveys associated with the bald eagle nests and osprey nests.

b. Also please confirm THEA will perform surveys, permitting, and relocation associated with gopher tortoises. and any fees associated with permitting and relocations will be handled by THEA.

ANSWER: The DB Firms are responsible for performing all surveys associated with the gopher tortoises. and any fees associated with permitting and relocations.

14. RFP IX. K. Project Schedule Page 59 of 111 provides a list of Special Events that have been identified, Lightning Home Games, MacDill Air Fest, Gasparilla Parade, Gasparilla Children's Parade, Gasparilla Distance Classic, and Riverfest. In accordance with Division 1 DB Specification 8-6.4, Suspension of Contractor's Operations - Holidays and Special Events, "Unless the Contractor submits a written request to work during one or more days of a Holiday or Special Event at least ten days in advance of the beginning date of the Holiday or Special event and receives written approval from the Engineer." Considering there are 40+ Lightning Home Games per year, will the DB Firm allowed to work on those days while maintaining no lane closures or detours?

ANSWER: The DB Firm will be allowed to work on those days while maintaining no lane closures or detours.

15. Section X.F.3. page 79 of 111 The existing Willow Avenue toll facilities (EB Off and WB On) share a generator, automatic transfer switch, and fuel tank that is accessible from W. Platt Street. In addition, the existing S. Plant Avenue ramp toll facilities (EB On and WB Off) and adjacent EB & WB Mainline toll facilities share a generator, automatic transfer switch, and fuel tank that is located beneath the bridge structure accessible from S. Plant Avenue.

a. Can the existing generators, automatic transfer switches, and fuel tanks be reused for the new toll facilities? If not, will the contractor be responsible for the removal and disposal of this equipment?

ANSWER: A new generator at the Plant On- and Off-Ramps was recently installed by THEA. The Design-Build Firm may reuse the generator, transfer switch and fuel tank for the Plant On- and Off-ramps. The Design-Build Firm will be responsible for providing a new generator, transfer switches and fuel tank for the EB and WB Mainline Toll Facilities and a new generator, transfer switches and fuel tank for the

Willow On- and Off-ramps. Yes, the contractor shall be responsible for removing and disposing the existing generator used at the Willow On- and Off Ramp.

b. If new generators have to be provided, can the new toll facilities share a generator, automatic transfer switch, and fuel tank similar to the existing condition at the Willow Avenue and Plant Avenue ramps? If so, will pull-off areas be required near the gantry structures along the ramp or will a pull-off only be required at the generator and fuel tank enclosure?

ANSWER: As identified in response to question 15.a, the Design-Build Firm may reuse the generator at the Plant Avenue On- and Off-Ramps. A new generator shall be provided for the EB and WB Mainline Toll Facilities and a separate new generator shall be provided for the Willow On- and Off-ramps.

c. The existing toll facilities are equipped with manual transfer switches and portable generator connections in addition to automatic transfer switches, fuel tanks, and generators. Will this be required at the new facilities?"

ANSWER: Yes.

16. The RFP Section X.F.3. page 79 of 111 states that "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..."

Since the RFP explicitly does not define the attenuation criteria, please confirm that the criteria included in the Pond Sitting Report should be used: 25-year/24-hr post-developed discharge rate attenuated to a 25-year/24-hr pre-developed rate."

ANSWER: The DB Firms shall follow last sentence on Page 79 of 111 that states, "The Design-Build Firm shall coordinate with the City of Tampa for those Selmon Expressway drainage and stormwater management systems that discharge to the City of Tampa owned/maintained outfall systems."

17. In the SWFMWD pre-application notes Appendix E, in the Water Quantity Discussions, the document says that 'post development peak discharges will not cause an adverse impact for the 25-yr 24-hr storm event'. However, in a meeting on 01/17/23, City of Tampa (COT) pointed out that COT Stormwater Technical Standards Manual, requires a 25-yr 24-hr post-developed discharge rate to be attenuated to a 5-yr 24-hr pre-developed rate at each connection to the City's system. Has there been a previous agreement as to a variance from the City of Tampa's discharge requirement? Please confirm that the attenuation criteria for this project is 25-year/24-hr post-developed discharge attenuated to a 25-year/24-hr pre-developed rate.

ANSWER: There is no agreement to a variance from the City of Tampa's discharge requirement. The last sentence on Page 79 of 111 states, "The Design-Build Firm shall coordinate with the City of Tampa for those Selmon Expressway drainage and stormwater management systems that discharge to the City of Tampa owned/maintained outfall systems."

18. Please provide available maintenance and/or inspection records for the existing walls along the project corridor.

ANSWER: Maintenance/inspection records for the existing walls are not available.

19. Please provide "Vessel Collision Report" referenced in Section 2.2.7 of Preliminary Engineering Report

ANSWER: The "Vessel Collision Report" has been previously provided to the Design-Build Proposers in response to 092922 Question No. 42 as a Reference Document included in R_21_So_Selmon_PD&E_Bridge_Reports.zip

20. The Preliminary Engineering Report (PER) indicates a Design Variation will be issued to reduce the Design Speed from the required 60 MPH to 50 MPH.

However, the Selmon Expressway is currently posted at 55 MPH. Section 201.5.1 of the Florida Design Manual (FDM) states the following:

" The District Design Engineer(DDE) and the District Traffic Operations Engineer (DTOE) jointly approve the Design and Posted Speeds. This approval is a declaration that the Posted Speed will not exceed the Design Speed. This is to be documented in the Typical Section Package as described in FDM 120.2.3 " Is it THEA's intent to post the project at 50 MPH to agree with the Design Speed?"

ANSWER: THEA will provide all approvals required for posting at the current speed limit of 55MPH. DOT will not be involved.

21. RFP Section IX. T Page 65 states that AutoCAD format as-built documents are required for all building-related components in the project. Since the project does not involve building structures please confirm that AutoCAD format as-built documents are not required for this project.

ANSWER: No AutoCAD format as-built documents are required for this project. The RFP will be revised by an amendment.

22. RFP Section IX. T page 66 states that an Asset Information Model (AIM) is required at the completion of the project. Section 5.3 of Attachment 7 indicates that elements (assets) to be included in assets management are yet to be determined (upon award). Since AIM typically relates to the operational phase of the project (equipment and systems), please confirm that the Assets Information Model will be required only for the ITS and signalization equipment.

ANSWER: The following is a list of common elements for the AIM:

- ITS
- Lighting
- Subsurface Utilities
- Storm Sewer
- Signs
- Signals
- Tolling Facilities
- Guardrail
- Noise Barrier
- Retaining Walls

23. Attachment A_007_BIM_REQUIREMENTS, Section 7 indicates that electronic submittals of BIM deliverables will require the Consultant to use Link21's BIM360 provided by the GEC. Please note that this is not consistent with the RFP requirements, since BIM360 is an Autodesk technology while the RFP

specifies the use of Bentley software. Please confirm that iTwin Design Reviews will be utilized, as specified in the RFP on Page 65, and BIM360 will not be used on the project.

ANSWER: The attachment will be rewritten to remove the BIM360 requirement since the intent is not to dictate the use of a particular software for BIM reviews and will be revised in the RFP by an amendment.

24. Attachment A_007_BIM_REQUIREMENTS, Section 7 indicates that BIM models submitted to the GEC at project milestones shall be provided in the format suitable for its purpose, as specified in Sections 7.4 and 8.4. Please note that these sections do not exist in the document. Please clarify if there are any additional requirements regarding the format of BIM deliverables not already covered in Attachment A7.

ANSWER: The references will be corrected in the revised version of the attachment and will be revised in the RFP by an amendment.

25. RFP Amendment, dated 01/19/2023, added the following language to section X.I.2.b - "When an existing bridge is widened to the inside or outside, it shall be widened to the ultimate inside or outside width for the ultimate project section."

Based on this addition, is inside widening required for the below-listed bridges?

1. Bridge No. 100318 (SR 618 WB over Howard Ave / Watrous Ave.)
2. Bridge No. 100319 (SR 618 EB over Howard Ave / Watrous Ave.)
3. Bridge No. 100320 (SR 618 WB over Morrison Ave.)
4. Bridge No. 100321 (SR 618 EB over Morrison Ave.)
5. Bridge No. 100322 (SR 618 WB over Swann Ave.)
6. Bridge No. 100323 (SR 618 EB over Swann Ave.)

The Reference Document - R_07.02 - Preliminary Structures Concept Plans currently does not show inside widening at the above-listed locations."

ANSWER: The RFP Amendment, dated 01/19/2023, added the following language to section X.I.2.b - "When an existing bridge is widened to the inside or outside, it shall be widened to the ultimate inside or outside width for the ultimate project section" specifically refers only to the side of the widening. If a bridge is widened to the outside, it shall be widened to the ultimate width to the outside. If that same bridge does not need widening to the inside as part of this project, then no widening to the ultimate width is required to the inside. Therefore, as shown in the Preliminary Roadway Concept Plans the above referenced bridges do not require inside widening.

26. Is the space under the Selmon Expressway that is within THEA's ROW between S. Hyde Ave. and S. Plant Ave. that is currently being used by St. John's Episcopal Day School going to be available to the DB firms for the duration of the project?

ANSWER: Yes

27. In April 2022, CSX Transportation revised their Public Project Information (Public Project Manual) for construction and improvement projects that may involve the railroad. On page 28, of the Public Project Manual, "MSE walls are prohibited on or adjacent to CSX property." On page 124 of the Public Project Manual, "MSE and sheet pile walls are not permissible." Can you please confirm that MSE walls are not allowed to be constructed within THEA's ROW adjacent to the CSX railroad?

ANSWER: Both of the cited sections of the Public Project Manual refer only to abutments and wing walls for bridge structures. MSE wall will be allowed on THEA's ROW.

28. Amendment 2 included the following language, "Firms will submit the SBE commitment form referenced in V.4. Item 7 (SBE Participation (5) points) as attached hereto" Can this SE participation form be submitted with the price proposal whereas the procurement process normally begins until after the Technical Proposal is submitted. To commit to SBE firms prior to the technical proposal is submitted will have a negative impact on the competitive procurement process.

ANSWER: As previously stated in the response to questions 2 submitted on 1.12/2023, "The SBE Participation Statement and SBE Certificates shall be submitted with the Technical Proposal".

29. Page 107/111 – "The Design-Build Firm shall design and construct underpass enhancements underneath the bridge overpass at Euclid Avenue and Willow Avenue. Underpass enhancements shall include underpass lighting, pedestrian accommodations, aesthetic lighting, landscape plantings, hardscape and site furnishing." Due to subjective nature of the required enhancements and possible significant costs differentials associated with varying options between shortlisted design-build teams, will THEA consider providing plan concepts with a budget or more description of the magnitude of enhancements they are looking to implement at each location.

ANSWER: The Design-Build Firm shall design and construct underpass enhancements at a minimum similar to what currently exists at Swann Avenue. Additionally, all existing walls will be cleaned and recoated to match the proposed walls.

30. Page 107/111 – "For remaining underpasses on the Project, the Design-Build Firm shall design underpass lighting, pedestrian accommodations, landscape plantings, and hardscape elements in coordination with Authority." There are several underpasses, i.e. Swann Avenue & Watrous/Howard Avenue, which contain existing aesthetic features. Is THEA interested in preserving those existing features or implementing all new features for each location?

ANSWER: Yes, the existing features shall be preserved at the Swann, Morrison and Watrous/Howard locations. Additionally, all existing walls will be cleaned and recoated to match the proposed walls.

31. Page 107/111 – "The landscape design shall provide ease of maintenance by Authority and local agency maintenance crews." Page 108/111 – "The Design/Build Firm shall be responsible for obtaining all landscaping maintenance agreements from the local entities." Will THEA please provide what facilities and features they intend to maintain and/or describe those facilities and features they intend for local entities to maintain? For example, what agency will maintain irrigation? If City of Tampa is maintaining agency, must the proposed system be compatible with the current MIR system? Will the water sources be on a reclaimed, well, or potable meter? What agency will maintain plantings? What agency will maintain aesthetic lighting? Does THEA anticipate only bridge lighting or ground level lighting at underpasses?

ANSWER: As previously stated in the response to question 7 on 1/23/2023, "The DB Firms will not be required to obtain any maintenance agreements. That section will be removed from the RFP by an amendment. The designs shall meet FDOT standards".

32. What are the allowable detour times for the mainline, ramps, and side streets?

ANSWER: The detour times for the mainline, ramps, and side streets shall be the same as shown in the RFP for the Selmon Expressway mainline. However, THEA will consider additional allowable detour times for THEA roadways on a case-by-case basis and the DB Firms may apply to other maintaining agencies for additional allowable detour times for their roadways on a case-by-case basis.

33. During the tolling and ITS sight visit it was mentioned that some teams had ITS as-builts and or .KMZ files on ITS devices along the Selmon. We have reviewed our documentation and have not located these files. Can THEA provide these documents as well as any (ITSFM) if it is available to the Design build teams?

ANSWER: The file name for the ITS kmz file that was previously provided and added to the Reference Documents per Amendment is: R_31 - Fiber Trak Map_HimesToFlorida_20230113.kmz