

Questions – 4/17/2023: Pt1

1. Pg 69 of 111: B. Vibration and Settlement Monitoring - Page 69 of 111 of the RFP states “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) include residential and historic structures within 200-ft of the edge of the project improvements per the concept plans.” Please confirm that “historic structure” means “historic properties” as defined by Section 106 - “any precontact or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places”

**Answer: Yes**

2. RFP Amendment 23.03.10, pg 2 of 3, amends the ultimate cross section to be provided on the eastbound and westbound bridges from the west end of the bridges west of Bayshore Boulevard to the east end of the span just west of Franklin Street. The cross section notes inside shoulder width of 9.0', however the included figure from the South Selmon PD&E Study - Preliminary Engineering Report, Figure 17. Alternative 2 Roadway and Bridge, shows 3.6' inside shoulders. Please confirm that 3.6' inside shoulders are intended.

**Answer: Yes, the intended inside shoulder width is 3.6'.**

3. V. PHASE 2 – TECHNICAL PROPOSALS page 30 of 111 - Please confirm it is permissible to include tabs/dividers in between sections of the Technical Proposal, and that the tabs/dividers do not count toward the page limits.

**Answer: Dividers between sections are permissible and do not count toward the page limits.**

4. IT-08, IT-12, IT-19 Section 2.1 - Per A\_010 - THEA ITS Minimum Technical Requirements, "All existing ITS devices connected to a local HUB (LHUB) or other facility along the project limits, which are proposed to be removed or in conflict with the work, shall remain operational through the project duration." Please confirm the following:

a. The intent of the requirement is to maintain the existing ITS device(s) until an equivalent replacement device is installed, tested, and functional - at which point the existing device and subsequent infrastructure may be removed.

b. The Portable Work-Zone Camera System is an acceptable equivalent to meet the existing corridor camera coverage during construction activities.

**Answer: For question 4a, the answer is yes. For question 4b, there is no existing corridor camera coverage so please identify what is included in your proposed Portable Work-Zone Camera System in your technical proposal. The selected Design-Build Firm will provide specifications in the final design package.**

5. Questions and Answers - 3/17/2023 - Posted 3/28/2023 - In response to Questions No. 7 in Q&A dated 03/17 (posted 03/28), THEA indicated that - "The Authority may consider additional options for maintenance of communications. However, please identify what alternative methods are desired that are not currently provided in the reference document." Please indicate if the Authority will accept the following alternatives for the Maintenance of Communications:

- a. Cellular modems w/ SIM cards leveraging third-party cellular provider networks installed in each of the ITS LHUB and tolling gantry
- b. Point-to-point (P2P) licensed or unlicensed radio links
- c. Third-party lease-line communications leveraging a telecommunications provider network (e.g., AT&T, Spectrum, Comcast)
- d. Installation of conduit rigidly affixed to the existing or newly constructed walls

**Answer:** For question 5a, b and c, wireless communications are not acceptable for the maintenance of communications. Leased line is an acceptable solution. For question 5d, the Design-Build Firm may install rigid conduit on the existing and permanent walls. However, the Design-Build Firm must show that the integrity of the walls are not compromised and, upon transition to the permanent fiber optic backbone, remove the temporary rigid conduit and restore the walls to the final finish.

6. During preliminary field reviews, multiple locations within the project limits identified an existing P.O.T.S. communication line - presumably the City of Tampa legacy signal interconnect. (a) Existing communications hub cabinet on Florida Avenue below SR 618 (Selmon Xpwy) (b) Existing communications hub cabinet on Bayshore Blvd below SR 618 (Selmon Xpwy) including the crossing of Hillsborough River in bridge-mounted conduit (c) Westbound SR 618 (Selmon Xpwy) between Bayshore Blvd and Plant Ave (aerial) - appeared cut (d) Along Brorein Street between Florida Avenue and Tampa Avenue (underground) and along Tampa Avenue (aerial) w/ transition at the Brorein Street and Tampa Avenue intersection - appeared cut Please confirm if these lines are no longer in service and do not need to be maintained or replaced.

**Answer:** The D-B Firm needs to coordinate with the City of Tampa on their ongoing ATMS project. This is already stated in the RFP, Section XR. "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."

7. Section III.N., Page 18 of 111 - Please confirm that a firm certified as DBE by Florida Department of Transportation (FDOT) or certified as MBE by the State of Florida or certified as WBE by State of Florida meets the requirements of THEA SBE policy for this project.

**Answer:** Per THEA policy, an SBE means a business enterprise that has obtained the required registration or certification from any of the following governmental entities in any one of the categories listed below:

Hillsborough County as a WMBE or SBE

City of Tampa as a WMBE or SBE

Florida Department of Transportation as a DBE

State of Florida as an MBE as defined in section 288.703(2), Florida Statutes or as an

SBE as defined in section 288.703(1), Florida Statutes

Small Business Administration as an SBE or SBA 8(a)

Other governmental entities in the Greater Tampa Bay Area as an SBE, MBE, DBE, or WMBE. (Greater Tampa Bay Area means Hillsborough, Pinellas, Polk, Pasco, and Manatee Counties)

8. X. D \_ Utility Coordination (page 74 of 111) - Per Amendment 23.03.07, UA/O's within THEA ROW are not eligible for reimbursement by THEA if relocation is required and approved. Please confirm

that the UA/O's will be responsible for the cost of utility relocation, adjustment and protection, if their utilities are in conflict with the proposed improvements within THEA ROW.

**Answer:** Design-Build Firms shall avoid utility conflicts with their design wherever possible, but if the conflict is unavoidable, the cost of utility relocation, adjustment and protection of their utilities are in conflict with the proposed improvements within THEA ROW are not eligible for reimbursement and the UAO's will be responsible for the relocation costs. The Design-Build Firms will only be responsible for utility relocation costs if their design is different than the concept plans and creates additional utility conflicts.

9. Q. Lighting Plans; pg 6 of 9 - The RFP amendment dated 04/07/23 removed the option to locate light poles on the outside barrier of bridges where it is not possible to locate them on the median barrier. On the bridges to be widened to the inside, including the Hillsborough River viaduct, there is insufficient space to install a light pedestal which needs to extend 2.5 feet from the face of the barrier per FDOT standard index 521-660. Therefore the only option is to place light poles on the outside barrier. Locating the poles on the median beyond the ends of the bridges is not always possible, especially for longer bridges, due to the required illumination levels. Please confirm that it is still acceptable, to install light poles on the outside barrier of bridges, if other solutions are not feasible.

**Answer:** For the bridges to be widened to the inside, including the Hillsborough River viaduct, it is anticipated that the Design Build Firms will design and develop a special light pole detail for median barrier locations.

10. Section X.F.2.2 (page 77 of 111) and Reference document R\_11 - Pavement Design Recommendations - Pavement calculations included in Reference Document R-11 are based on a minimum design reliability factor (%R) of 90%. However, RFP Section X.F.2.2 (Page 77 of 111) indicates a minimum design reliability factor of 95% for Selmon Expressway. Since the Safety Project was recently completed, the use of a 90% reliability factor is reasonable for the milling and resurfacing of pavement areas on this project. Using a 95% reliability factor for milling and resurfacing may result in milling of 4" or more in certain locations and is likely to impact the base. Please confirm the use of a 90% design reliability factor is acceptable for this project.

**Answer:** Yes.

11. Section 3.2.2 of the General Tolling Requirements (GTR) indicates the gantry must be located on a tangent segment of the roadway unless otherwise directed. The GTR further states that a curved segment of roadway where a gantry is placed must provide a radius of 3,000 feet or greater. Please note that due to right-of-way constraints, the RFP concept plan (included in Reference document R\_07.05 – ITS Conceptual Development Plan - REV022223) shows gantries at the Willow Avenue On-Ramp on a radius of 1424.5ft and the Plant Avenue On-Ramp on a radius of 2052.5ft, both less than 3,000 feet. Please confirm that the gantry location as shown on concept plans at Willow Ave On-Ramp and Plant Ave On-Ramp is acceptable to THEA.

**Answer:** The toll site gantries may be installed at the locations shown in the referenced ITS Concept Plans. The Design-Build Team may propose a different location if the Design-Build Team can show that the location is equal or better in meeting compliance criteria.

12. Section 5-12.10 (Non-Recoverable Items) - In Proposer's experience, a mutual waiver of consequential damages is fairly standard on projects similar to this Project. Further, if there is no mutual waiver of consequential damages, Proposers will likely take the absence of such a clause into account, resulting in higher price proposals. Is the Authority willing to include a mutual waiver of consequential damages in the Agreement? If so, Proposer proposes to replace Section 5-12.10 with the following: "Notwithstanding any provision to the contrary in the Contract, neither the Authority nor Contractor shall be liable to the other, whether based upon contract, tort (including negligence and strict liability), warranty or otherwise for any for any consequential, special, incidental, indirect, exemplary, or punitive damages, including any such damages which result from loss of use, loss of revenue or profit, loss of goodwill, or cost of substitute facilities, goods or services." Note: Inclusion of a mutual waiver of consequential damages would require deletion of "lost/unrealized revenue and financing costs in Section 8-10.1 and "lost toll revenues" in Section 8-10-4.

**Answer: No.**

14. RFP, Art. I, Section B states that "Time is of the Essence of the DB Contract..." but is not tied to any guaranteed milestones. As drafted, Contractor/Design-Build Firm could be terminated for cause for failure to meet interim dates/times. In doing so, Contractor/Design-Build Firm is exposed to uncapped actual damages other than the agreed upon liquidated damages set forth in the Contract. "Time is of the Essence language should only apply to guaranteed milestones (e.g., Substantial Completion), which are tied to delay liquidated damages. Proposer requests deletion of the "Time is of the Essence" language in Section B or tying it to a specific guaranteed milestone (e.g., Substantial Completion) as Proposer cannot accept unlimited risk. Proposer requests that the Authority consider either removing any reference to "time is of the essence" or modifying to tie to a specific guaranteed milestone date.

**Answer: No.**

17. DIV 1 DB Specs Section 8-6 (Temporary Suspension of Contractor's Operations) - Section 8-6 only refers to an extension of the Contract Time as a remedy. Proposer requests clarification regarding Contractor's entitlement to cost relief arising from a suspension that is ordered for reasons other than the Contractor/Design-Build Firm's fault. Is Contractor/Design-Build Firm entitled to cost relief when a suspension is ordered for reasons other than Contractor/Design-Build Firm's fault?

**Answer: No, THEA only allows cost relief consistent with FDOT policies and specifications.**

18. DIV 1 DB Specs Section 8-10 (Liquidated Damages for Failure to Complete the Work) - Liquidated damages have been established for Contractor's/Design-Build Firm's failure to complete the work within the Contract Time, as such, liquidated damages should be the Authority's sole and exclusive remedy with respect to such failure. Proposer respectfully requests that the Contract be revised to reflect that all liquidated damages are the Authority's sole and exclusive remedy as a result of Contractor's/Design-Build Firm's failure to complete the work timely. Otherwise, in the absence of the "sole and exclusive" remedy provision, proposers will likely take this into account, resulting in higher price proposals. Will the Authority please revise Section 8-10 to reference liquidated damages as the Authority's sole and exclusive remedy for failure to complete the work on time?

**Answer: No.**

19. RFP, Article III, Section J (Liquidated Damages) (Pg 16 of 111) - Currently, 8-10 of the Division I DB Specs refer liquidated damages for Contractor's/Design-Build Firm's failure to complete the Contract work within the Contract Time. The RFP states that if Final Acceptance is not achieved by the guaranteed date [...], Design-Build Firm/Design-Build Firm's surety are liable for liquidated damages for such delay, for the dollar amounts that will be specified by Addendum prior to submission of the Price Proposals [...]. First, how do the liquidated damages referenced in the RFP differ from what is referenced in Section 8-10 of the Division I DB Specs? Second, if the liquidated damages referenced in the RFP are in addition to those referenced in the Division I DB Specs, Section 8-10, please clarify when the specified Addendum will be issued.

**Answer: The RFP requirements related to Liquidated damages only further define how the liquidated damages amounts defined in the Division I DB Specifications 8-10 will be applied on this contract. The RFP does not include any additional liquidated damages other than the amounts defined in the Division I DB Specifications.**

20. DIVISION I DB SPECS - Section 8-10 (Liquidated Damages for Failure to Complete the Work) - The Contract includes liquidated damages but does not reference an overall cap on liquidated damages. Caps on liquidated damages are standard in the industry. Is the Authority willing to include an overall cap on liquidated damages? If so, Proposer requests that the Contract be amended to include an overall cap of [TBD%] of the Lump Sum Contract Price. Otherwise, in preparing proposals, proposers will likely take the uncapped liability into account, resulting in higher price proposals. Additionally, Proposer respectfully requests that all liquidated damages cease to accrue upon any termination. Is the Authority amenable in modifying Section 8-10 accordingly to reflect that all liquidated damages shall cease to accrue upon any termination?

**Answer: No.**

21. DIVISION I DB SPECS; and Attachment A\_002.07 - Section 8-12.1 (Recovery of Damages Suffered by Third Parties); and Section 8-12.2 (Damage Recovery/User Costs) - First, does Florida Statute 337.403 – Interference caused by utility; expenses - apply as it relates to utility relocates? Second, the damages referenced in Attachment A\_002.07 which replaced Section 8-12 of the Division I DB Specs in its entirety, would be difficult to price and therefore would result in higher price proposals. Proposer respectfully requests that Attachment A-002.07 and Section 8-12 be deleted from the Contract. Further, the liquidated damages specified in Section 8-10.2 have been established and should be the Authority's sole and exclusive remedy for Contractor's failure to complete the work timely. Will the Authority please delete Attachment A-002.07 and Section 8-12?

**Answer: No.**

22. RFP, Article III, Section K (Loss of Toll Revenue); Division I DB Specs, Section 7-11; and Attachment A\_002.03 Preservation of Property for Toll Facilities (SP0071101-tolls) - The loss of toll revenue would be difficult to price not knowing what Contractor's/Design-Build Firm's exposure would be, resulting in a higher price proposal. Is the Authority willing to include the toll revenue with the delay liquidated damage amounts? If not, can the Authority clarify what these amounts would be in calculating loss of toll revenue?

**Answer:** The amounts would be calculated from actual toll revenues collected during the same period on the same day of the week the previous year increased by the average year over year percentage increase in revenue over the last year. Listed below are the peak single day revenues to date in 2023 at the mainline gantries and the Willow Ramps:

**West Mainline Eastbound -> \$56,000**  
**West Mainline westbound -> \$62,000**  
**Willow off ramp -> \$5,300**  
**Willow on ramp -> \$5,700**

23. DIVISION I DB SPECS - Section 7-14 & Section 8-7.3.2 - Proposer requests clarification on cost recovery for all events beyond Contractor's/Design-Build Firm's reasonable control including those due to force majeure type of events (e.g., inclement weather conditions, fire, acts of war or terrorism, explosion, off-site strikes...). Will the Authority grant Contractor an adjustment in price and schedule for all events beyond Contractor's reasonable control?

**Answer:** No, THEA only allows cost relief consistent with FDOT policies and specifications.

24. DIVISION I DB SPECS - Section 4-3.2.1, last paragraph - Contractor/Design-Build Firm should be entitled to a change order in the event of any excusable delay, regardless of whether or not such delays are concurrent with Contractor caused delays. Will the Authority revise this Section 4-3.2.1 to grant Contractor cost relief for a concurrent delay?

**Answer:** No.

26. RFP - Generally, when technical data is provided, proposers may rely on the technical data. Accordingly, Proposer requests that the following reference documents be considered "relied upon information," which would help establish a baseline for what constitutes differing site conditions: R\_09-HI0012\_Geotech Rata Report.pdf (R\_09.01 Boring Raw Data Files), R\_23-Selmon PDE Preliminary Geotech Structures Report.pdf, and R\_24-Selmon PDE Preliminary Roadway Soil Survey.pdf.

**Answer:** Yes

27. DIVISION 1 DB SPECS - Section 8-7.3.2 - In the last paragraph of 8.7.3.2, is the Authority amenable to revising the language as follows: Further, in such instances, the Authority's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by a preponderance of the evidence to a Disputes Review Board that the Authority's determination was without any reasonable factual basis. If the Authority is not amenable to this revision, then in deciding whether to grant an extension of the contract time or any monetary compensation arising out of any delay, does the "clear and convincing" standard only apply when (i) there is not an accepted schedule, including any required updates(s), or (ii) when the accepted schedule and applicable updates do not accurately show the true controlling or non-controlling work activities or the period of potential impact?

**Answer:** No.

28. RFP Section IX.E (Page 53 of 111) - As part of developing the design for this project, our team has identified several locations where the CSX RR signals and signal equipment are in conflict with the widening. Since there is no possibility to coordinate with CSX during the bid phase regarding the scope of relocation for these signals, will THEA allow change orders for work pertaining to the relocation of the signal? Alternatively, will THEA provide a lump sum allowance that all bidders should account for in their bid?

**Answer: CSX will bill THEA directly for the design and construction of all CSX RR signal relocations. Therefore, the Design-Build Firms do not need to include them in their bids.**