

East Selmon Resurfacing FY 2023 Project  
Project No.: O-0523



**LOW BID  
DESIGN-BUILD  
REQUEST FOR PROPOSAL  
for  
East Selmon Resurfacing FY 2023 Project  
Hillsborough County**

**THEA Project Number: O-0523**

**RESPONSIBLE DEPARTMENT**

Brian Pickard  
Director of Operations and Engineering

**PROCUREMENT DEPARTMENT**

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

**AMENDED 5/26/2023**

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**Attachments and References will be supplied upon request and shared via a OneDrive File Share or in-person pickup of a flash drive at the THEA Headquarters office. Please contact the Procurement Office at [procurement@tampa-xway.com](mailto:procurement@tampa-xway.com) to request your link or flash drive.**

#### **ATTACHMENTS (TO BE UPDATED)**

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 -Rev\_10212022.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 - Prosecution and Progress - Damage Recovery (SP0081200)
  - A\_002.07 - Legal Requirements and Responsibility to the Public - E-Verify (SP0072900)
  - A\_002.08 - 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\_004 - City of Tampa Truck Routes
- A\_005 -THEA Forms
  - A\_00X.01 - Bid Blank, Design Build Major (10-12-2022)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\_12-14-2020
  - A\_00X.05 - FDOT Low Bid Design-Build Technical Proposal Form # 700-010-21
  - A\_00X.06 - Design-Build Stipend Agreement (to be provided via Addendum at a later date)

#### **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 the 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.

- R\_01 -THEA\_East\_Selmon\_Resurfacing\_Areas\_083122.pdf
- R\_02 - S+S\_FINAL\_THEA Pavement Evaluation Design Technical Memo\_2022-11-17.pdf
- R\_03 - O-00619 THEA Selmon Mainline Pavement Geotechnical Report B-19-099  
01\_FINAL\_SS.pdf
- R\_04- EasternExtensiontoI-75\_Contract\_1.1\_As-Build\_RoadwayPlans.pdf
- R\_05 - KCA - ORT Conversion Plan Set – Roadway.pdf

R\_06- Survey Data  
R\_07 -THEA\_EastSelmon\_ESAL\_Traffic

## **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 resurfacing improvements to specific segments of the Selmon Expressway mainline and ramps east of downtown Tampa (the “Project”). The project shall be a **LOW BID DESIGN-BUILD**. 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 that all Project construction activities be conducted within the existing Right of Way.

It is the Authority’s intent that the successful Proposer (the “Design-Build Firm”) will submit CADD deliverables in addition to PDF plan sets for each design submittal, and as part of the As-Built Set deliverables. It is the Authority’s intent that a minimized set of plans be provided. Prior to each submittal, the Design-Build Firm will identify for the Authority’s approval, what sheets will be included as part of the project deliverables.

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, they 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 milling and resurfacing of the existing asphalt pavement of certain sections of Selmon Expressway and ramps from Nebraska Avenue to east of 78th Street. Work includes development of design documents, contract plans, specifications, milling and resurfacing and pavement markings.

The Design-Build Firm shall mill and resurface the following roadway segments as described below and shown in the Reference Documents:

1. Eastbound entrance ramp from N. Nebraska Avenue
2. Eastbound Selmon Expressway Lower Lanes from 19<sup>th</sup> Street to the 22<sup>nd</sup> Street Overpass
3. Westbound Selmon Expressway Lower Lanes from 19<sup>th</sup> Street to the 22<sup>nd</sup> Street Overpass
4. Eastbound Selmon Expressway Lower Lanes from the 22<sup>nd</sup> Street Overpass to the 26<sup>th</sup> Street

- Overpass
5. Westbound Selmon Expressway Lower Lanes from 22<sup>nd</sup> Street Overpass to the 26<sup>th</sup> Street Overpass
  6. Eastbound Selmon Expressway Lower Lanes from 26<sup>th</sup> Street Overpass to the CSX Railroad Overpass at the I-4 Connector
  7. Eastbound Selmon Expressway Lower Lanes from the CSX Railroad Overpass at the I-4 Connector to the 34<sup>th</sup> Street Overpass
  8. Eastbound Selmon Expressway Lower Lanes from the 34<sup>th</sup> Street Overpass to the 39<sup>th</sup> Street Overpass
  9. Eastbound Selmon Expressway Lower Lanes from the 39<sup>th</sup> Street Overpass to the 50<sup>th</sup> Street Overpass, including the Eastbound Exit Ramp to 50<sup>th</sup> Street.
  10. Westbound Selmon Expressway Lower Lanes from the 39<sup>th</sup> Street overpass to the 50<sup>th</sup> Street Overpass
  11. Westbound Entrance Ramp from 50<sup>th</sup> Street with the exception of 90 feet of existing pavement at the Westbound ramp Toll Gantry which shall remain. The proposed milling and resurfacing shall match existing at the east and west limits of the existing Toll Gantry pavement.
  12. Eastbound Selmon Expressway Lower Lanes from the 50<sup>th</sup> Street Overpass to the Railroad Overpass **including 50<sup>th</sup> Street Eastbound Entrance Ramp**
  13. Westbound Selmon Expressway Lower Lanes from the 50<sup>th</sup> Street Overpass to the Railroad Overpass **including 50<sup>th</sup> Street Westbound Exit Ramp**
  14. Eastbound Selmon Expressway Lower Lanes from the Railroad Overpass to Pier 65
  15. Westbound Selmon Expressway Lower Lanes from the Railroad Overpass to the Maydell Drive Overpass
  16. Westbound Selmon Expressway Lower Lanes from the east Maydell Drive bridge Approach slab to the west Approach Slab of the 78<sup>th</sup> Street /Tampa Bypass Canal bridge with the exception of 90 feet of existing pavement at the mainline Westbound Toll Gantry which shall remain. The proposed milling and resurfacing shall match existing at the east and west limits of the existing Toll Gantry pavement.
  17. Westbound Selmon Expressway Lower Lanes from the East Approach Slab of the 78<sup>th</sup> Street/Tampa Bypass Canal bridge to the REL (Reversible Express Lanes) Gantry.

Work shall include identification of and replacement of existing pavement markings.

The Eastbound Selmon Expressway Lower Lanes from 26<sup>th</sup> Street Overpass to the I-4 Connector will require the Design-Build Firm to coordinate with FDOT District 7 and the Florida Turnpike. The Design-Build Firm will also have to coordinate with Middlesex Corporation, the contractor for the East Selmon/REL Slip Ramps project.

The Design-Build Firm shall coordinate the Temporary Traffic Control Design with the Authority's Toll Operations Department to minimize any disruptions to toll operations.

The Design-Build Firm shall prepare Typical Section Package, Specification Package, Signing and Marking Plans, and Temporary Traffic Control Plans.

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 hundred eighty (180) 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 design; 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 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 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.

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

### **D. Authority Responsibilities**

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 design-build contract.

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 materials 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.

## **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's website at <https://www.tampa-xway.com/procurement/#> and on DemandStar at <https://network.demandstar.com/>.

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	Event
2/16/2023 by 5:00 PM	Advertisement to THEA Website <a href="https://www.tampa-xway.com/procurement/#">https://www.tampa-xway.com/procurement/#</a> & Demandstar <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
3/2/2023 by 11:15 AM	Deadline for all Proposers to submit Questions/Requests for Clarification to Procurement ( <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a> ).
3/16/2023 by 5:00 PM	Addendum/Letter of Clarification released in response to Questions/Requests for Clarification (if required) posted to the Authority’s website at <a href="https://www.tampa-xway.com/procurement/#">https://www.tampa-xway.com/procurement/#</a> and on Demandstar: <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
3/24/2023 by 11:15 AM	<b>Deadline for submittal of Expanded Letters of Interest (ELOI). ELOIs to be submitted to THEA Procurement Office via electronic mail to <a href="mailto:Procurement@tamap-xway.com">Procurement@tamap-xway.com</a> ATTN: Procurement.</b>
4/3/2023 by 9:00 AM	Deadline for Evaluation Committee Members to submit their scores to Procurement.
4/6/2023 @ 1:30 PM	The Evaluation Committee to meet to confirm scoring of the ELOIs and identify the Proposers recommended for shortlisting. Meeting will be held at THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602.
4/10/2023 by 5:00 PM	Posting of Notice of Intended Shortlisting to the Authority’s website at <a href="https://www.tampa-xway.com/procurement/#">https://www.tampa-xway.com/procurement/#</a> and on Demandstar: <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
4/24/2023 @ 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.
4/26/2023 by 5:00 PM	THEA Procurement updates shortlist of Proposers continuing to Phase 2, posted to the Authority’s website at <a href="https://www.tampa-xway.com/procurement/#">https://www.tampa-xway.com/procurement/#</a> and on Demandstar: <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
4/28/2023 by 11:15 AM 5/10/2023	Deadline for all Proposers recommended for shortlisting to affirmatively declare intent to continue to Phase 2 of the procurement process via email to Procurement ( <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a> ).
5/17/2023 @ 9:30 AM 5/17/2023	Non-Mandatory Pre-Proposal Conference, attendance will be in-person at the THEA Office Board Room: 1104 East Twiggs Street Tampa, Florida 33602.

5/15/2023 by 11:15 AM 5/30/2023	Deadline for submittal of questions, for which a response is assured prior to the submission of the Technical and Price Proposal. All questions shall be submitted to Procurement ( <a href="mailto:Procurement@tampa-xway.com">Procurement@tampa-xway.com</a> ).
5/25/2023 by 5:00 PM 5/31/2023	Deadline for the Authority to post responses for questions submitted by the Shortlisted Proposers prior to the submittal of the Technical and Price Proposal. Responses will be posted to the THEA website at <a href="https://www.tampa-xway.com/procurement/#">https://www.tampa-xway.com/procurement/#</a> and on Demandstar: <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
6/6//2023 by 11:15 AM 6/28/2023	The Design-Build firm must complete FDOT Low Bid Design-Qualification Validation Form No. 700-011-36 for all qualifying team members, at least 24 hours in advance of the scheduled letting. The form shall be submitted to Shannon Bush, Contracts and Procurement Manager ( <a href="mailto:procurement@tampa-xway.com">procurement@tampa-xway.com</a> ) who will confirm qualification for the prospective Design-Build Firm. <b>The form must be submitted at least 24 hours in advance of the response deadline (Technical and Price Proposal due date and time).</b>
6/7/2023 by 11:15 AM 7/13/2023 by 10:00 AM	<b>Technical and Price Proposals due in Authority Office to THEA Procurement Office via electronic mail to <a href="mailto:Procurement@tamap-xway.com">Procurement@tamap-xway.com</a> ATTN: Procurement.</b>
6/7/2023 @ 1:30 PM 7/13/2023 @ 1:15 PM	Public opening of Technical and Price Proposals at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602.
6/8/2023 @ 1:30 PM 7/13/2023 @ 2:00 PM	Public Meeting of the Technical Review Committee to determine responsiveness of Technical Proposals at the THEA Office, 1104 East Twiggs Street, Suite 300, Tampa, FL 33602
6/12/2023 by 5 PM 7/14/2023	THEA Procurement Office posts Price Proposals to THEA website at <a href="https://www.tampa-xway.com/procurement/#">https://www.tampa-xway.com/procurement/#</a> and on Demandstar: <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>
6/26/2023 @ 1:30 PM 7/24/2023	Public Meeting of Board of Directors to determine intended Award at THEA Board Meeting ,1104 East Twiggs Street Suite 300, Tampa, FL 33602.
6/28/2023 by 5:00 PM 7/26/2023	Posting of the Authority’s intended decision to Award to THEA website at <a href="https://www.tampa-xway.com/procurement/#">https://www.tampa-xway.com/procurement/#</a> and on Demandstar: <a href="https://network.demandstar.com/">https://network.demandstar.com/</a>

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

**A. Loss of Toll Revenue**

The Design-Build Firm shall not impact the revenue collection operations of the roadside toll collection system. Attachments A\_001 – Division I Design Build Specifications\_Rev\_10212022.docx and A\_002.03-Preservation of Property for Toll Facilities (SP0071101-tolls) shall apply to any loss of revenue during the Project.

**B. 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.

### C. 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.

### D. 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.

#### **E. 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.

#### **F. 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](mailto:Procurement@tampa-xway.com)

### **G. 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, it's 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.

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.

### **H. 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](http://www.tampa-xway.com).

### **I. 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 One hundred thousand dollars (\$100,000) 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 of 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 (I) 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.

## **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 Low Bid Design-Build 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) minimum of three (3) and no more than six (6) 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.

### **2. PHASE 1 SUBMITTAL PROCEDURE**

The ELOI must be received by the Authority via electronic mail 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 in one PDF format including bookmarks for each section and has been converted with Optical Character Recognition (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:

East Selmon Resurfacing FY 2023 Project  
Project No.: O-0523

Tampa-Hillsborough County Expressway Authority  
Procurement Office  
ATTN: PROCURMENT, Shannon Bush, Contracts and Procurement Manager  
Email: Procurement@tampa-xway.com

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. ELOIs transmitted by facsimile 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 Proposing team 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 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.

A. 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.

B. 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.

C. 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.

### 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:**

10 – Flexible Paving

**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
- 7.1 - Signing, Pavement Marking & Channelization

- 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 of the Total Lump Sum Contract Price 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 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 Evaluations, Similar Project Experience, Design-Build Project Experience, Organization, and Staffing (10 points):**

- o Contractor Grades with the Department
- o Professional Consultant Grades with the Department
- o Performance History with the Authority, FDOT and other agencies
- o Design-Build Project experience of the Contractor and Professional Consultant
- o Similar types of work experience
- o Environmental Record with the Department
- o Design-Build Firm organization
- o Design-Build Firm staffing plan
- o Design-Build Firm coordination plan
- o Availability

Proposer shall submit a short narrative describing its past performance on three (3) projects of similar scope, complexity, and scale, including evaluations or grades with FDOT or similar agencies and letters of reference, or recommendations. Proposer shall discuss its relative Design-Build Experience. Narrative shall include discussion of the Proposer's organization, staffing and coordination plans, and shall address the Availability of the Proposer's Team for this project. The past performance narrative is limited to three (3) 8-1/2" x 11" pages total. The evaluations or grades with FDOT or similar agencies and letters of reference, or recommendations are not included in the page limit.

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 six (6) 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. Certified MOT Designer

\*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.

**C. Design-Build Requirements and Critical Issues for This Project (10 Points):**

- o Understanding of Design-Build Project Requirements
- o Identification of critical issues
- o Outline for addressing critical issues

Proposer shall provide a short narrative describing its understanding of the Design-Build requirements and shall discuss the critical issues for this project, along with an outline for addressing the critical issues. This narrative shall count toward the five (5) page limitation.

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:

<b>PHASE 1 EXPANDED LETTERS OF INTEREST – EVALUATION CRITERIA</b>	<b>Maximum Point Value</b>
<b><u>Pass/Fail Criteria:</u></b>	

	<ul style="list-style-type: none"> <li>• Proposer’s Professional Consultant and Contractor FDOT Prequalification Meeting Work Classes in Section 3(A)</li> <li>• Proof of Insurance</li> <li>• Proof of Bonding Capacity</li> <li>• Claims Disclosure</li> <li>• If Proposer is a Joint Venture, any additional documents required</li> </ul>	Pass/Fail
<b>Scored Categories:</b>		
1.	<p><b><u>Past Performance Evaluations, Similar Project Experience, Design-Build Project Experience, Organization, and Staffing (10 points):</u></b></p> <ul style="list-style-type: none"> <li>o Contractor Grades with the Department</li> <li>o Professional Consultant Grades with the Department</li> <li>o Performance History with the Authority, FDOT and other agencies                             <ul style="list-style-type: none"> <li>o Design-Build Project experience of the Contractor and Professional Consultant</li> <li>o Similar types of work experience</li> <li>o Environmental Record with the Department</li> <li>o Design-Build Firm organization</li> <li>o Design-Build Firm staffing plan</li> <li>o Design-Build Firm coordination plan</li> <li>o Availability</li> </ul> </li> <li>• References</li> </ul>	10
2.	<p><b><u>Design-Build Requirements and Critical Issues for This Project (10 Points):</u></b></p> <ul style="list-style-type: none"> <li>o Understanding of Design-Build Project Requirements</li> <li>o Identification of critical issues</li> <li>o Outline for addressing critical issues</li> </ul>	10
<b>Total:</b>		<b>20</b>

## 6. PHASE 1 SCORING

The ELOIs 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. A minimum of three (3) and no more than six (6) 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. 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 \$32,000 (thirty-two 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 to be provided to the shortlisted proposers. 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".

## **8. 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 more than three 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.

## **9. PRE-PROPOSAL MEETING**

The Pre-Proposal Meeting is for Shortlisted Proposers. Attendance at the Pre-Proposal Meeting is **not** mandatory. 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, 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/>

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

## **PHASE 2 – TECHNICAL PROPOSALS**

## 1. GENERAL

Phase 2 of the procurement process will require submission of a Technical Proposal and a Price Proposal, both due on the date indicated in Section II Schedule of Events. The Technical Proposal shall include sufficient information to enable the Authority to evaluate the capability of the Design-Build Firm to provide the desired services.

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 be submitted using FDOT Form 700-010-21 Low Bid Design-Build Technical Proposal (included as an Attachment Document).

The maximum number of pages shall be 2, single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8½" x 11" sheets will be counted as 2 pages. Larger sheets are prohibited. **Also to be included in the Technical Proposal (not counted in the 2 page limit) are the 60% Minimal Plans (Plan Sheets, Typical Sections Sheets, Pavement Markings Sheets and TTCP Sheets).**

The Technical Proposal shall only be submitted via electronic mail, 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. Font size of ten (10) must be used. Times New Roman is the required font type. The Technical Proposal must be received by the Authority via e-mail or 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  
Procurement Office  
ATTN: PROCURMENT, Shannon Bush, Contracts and Procurement Manager  
Email: [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com)

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. Technical Proposals transmitted by facsimile 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: Written Technical Proposal

- **Approach and Understanding of the Project:** The Proposer shall present a plan for completing the specified work. The plan should address all significant design and construction issues and constraints and should demonstrate efficient use of manpower, materials, equipment, construction schemes, temporary traffic control and techniques for completing the project.

Coordination with the Authority shall also be discussed in this section.

- **Staffing:**
  - Contractor Name & Applicable Prequalification Work Classes:
  - Construction Project Manager:
  - Construction Superintendent:
  - Consulting Engineer Name and Applicable Prequalified Work Types:
  - Subconsultant Name(s) and Applicable Prequalified Work Types:
  - Design Project Manager:
  - Design Engineer of Record:
  - MOT Certified Designer:
  - Specification Package Technician
  
- **Responsible Office:**

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

## **Section 2: Written Technical Proposal**

- **Minimal Plans:**
  - **Plan Sheets**
  - **Typical Section Sheets**
  - **Pavement Markings Sheets**
  - **TTCP Sheets**

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

### **4. TECHNICAL PROPOSAL EVALUATION CRITERIA**

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

## **PHASE 2 - PRICE PROPOSALS**

### **1. GENERAL**

The Total Lump Sum Contract Amount shall include all costs for all design, 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 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 Technical Proposal shall only be submitted via electronic mail, in PDF format and OCR'd. No macros will be allowed. Font size of ten (10) must be used. Times New Roman is the required font type. The Technical Proposal must be received by the Authority via e-mail or on or before the time and at the exact place provided for in this RFP. The Price Proposal shall be e-mailed in a separate message from the Technical Proposal submitted to the following:

Tampa-Hillsborough County Expressway Authority  
Procurement Office  
ATTN: PROCURMENT, Shannon Bush, Contracts and Procurement Manager  
Email: [Procurement@tampa-xway.com](mailto:Procurement@tampa-xway.com)

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 unopened until the date specified for opening of Price Proposals. Price Proposals received after that time will not be considered. Price Proposals transmitted by facsimile are non-responsive and will not be considered. The Price Proposal Guaranty shall be included in the e-mail containing the Price Proposal. 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 but are not required to attend.

## **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.

## FINAL SELECTION AND BASIS OF AWARD

### **1. FINAL SELECTION PROCESS/BASIS OF AWARD**

The Authority's Board of Directors will review the recommendation of the Evaluation Committee and will make a final determination at the date indicated in Section II Schedule of Events.

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 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 with the Lowest Bid.

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.

### **2. 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.

### **3. EXECUTION OF THE CONTRACT**

The Authority intends to enter into a lump sum contract with the successful Proposer for the Work.

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.

Unless all Proposals are rejected, a Notice of Intent to Award the design-build contract will be posted to the website issued to the apparent successful Proposer after Board approval. 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 SBE 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 bid price, re-advertise, or accomplish the Project using alternate resources.

Proposers are hereby informed that the award of the 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.

#### **IV. 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](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](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](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](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](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](https://www.transportation.org/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](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](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](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](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/drainage/bridgescour/fdot-scour-manual.pdf?sfvrsn=6b9990fb_4)

**B. Project Commitments:**

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

	<b>Commitment</b>	<b>Responsible Party</b>
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	The Design-Build Firm shall coordinate with the Florida Turnpike and Florida Department of Transportation District 7 as needed.	Design-Build Firm

**C. Verification of Existing Conditions:**

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing Department 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.

**D. 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 CADD deliverables in addition to PDF plan sets for each design submittal. It is the Authority's intent that a minimized set of plans be provided. Prior to each submittal, the Design-Build Firm will identify for the Authority's approval, what sheets will be included as part of the project deliverables.

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

1 copy of 11" X 17" plans  
1 draft typical section package  
1 copy 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**

1 copy of 11" X 17" plans (all required components)  
1 copy of Settlement and Vibration Monitoring Plan (SVMP) for Authority acceptance and update throughout the construction period  
1 copy of design documentation  
1 PDF of signed and sealed Construction Specifications Package or Supplemental Specifications Package including any 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).

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 PDF 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 signed and sealed  
1 signed and sealed Construction Specifications Package or Supplemental Specifications Package including any 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).

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 final documentation (if different from final component submittal)
- 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 CADD files. 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.

- Typical Section Package (draft(s) and final)
- **Noise-Settlement** and **Vibration** Monitoring Plan

**E. Time of Completion:**

The Authority has established one hundred and eighty (180) calendar days to achieve Final Acceptance for the Project, commencing from the issuance of the Notice to Proceed.

**F. 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.

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)
- Submittal Reviews by the Authority
- Design Review / Acceptance Milestones
- Start of Construction
- Construction Mobilization
- Roadway Design
- Roadway Construction
  - Milling
  - Structural Course
  - Friction Course
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Maintenance of Traffic Design
- Maintenance of Traffic Set-Up (per duration)
- Holidays and Special Events (shown as non-workdays)
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

**G. 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.

**H. 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.

**I. 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
- FDOT District 7 and Turnpike Coordination
- Scoping 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 provide monthly written progress reports that describe the items of concern and the work performed on each task.

**J. 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, and other services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all design drawings, specifications, and other documentation prepared as a part of the contract. In addition, the QMP shall establish a Quality Assurance (QA) program to confirm that the Quality Control procedures are followed. The Design-Build Firm shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The QMP may be one utilized by the Design-Build Firm, as part of their normal operation or it may be one specifically designed for this Project. The Design-



Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible 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 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.

**K. 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.

**L. 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. 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.

**M. Computer Automation:**

The Project shall be developed utilizing computer automation systems in order to facilitate the development of the contract plans. Various software and operating systems were developed to aid in assuring quality

and conformance with Authority policies and procedures. The Authority supports MicroStation as its standard graphics and roadway design platform. Seed Files, Cell Libraries, User Commands, MDL Applications and related programs developed for roadway design and drafting are in the FDOT CADD Software Suite. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all CADD applications.

The Design-Build Firm will be required to furnish the Project's CADD files after the plans have been Released for Construction. The Design-Build Firm's role and responsibilities are defined in the Department's CADD Manual. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in Microstation design files format.

As part of the As-Built Set deliverables, field conditions shall be incorporated into MicroStation design files. Use the cloud revision utility as well as an "AB" revision triangle to denote field conditions on plan sheets. The Design-Build Firm will be required to submit final documents and files which shall include complete CADD design and coordinate geometry files in MicroStation format.

**N. Construction Engineering and Inspection:**

The Authority is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering.

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. I 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.

**O. 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.

**P. 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 East Selmon Expressway (SR 618) Slip Ramps (Authority Project No. O-02520) could be continuing at the same time as this project.

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.

**Q. 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.

**R. 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 the Insurance Requirements Coverages and Limits. Form included in the Attachment Documents. The cost of all such required insurance coverage shall be included in the Total Lump Sum Contract Amount.

**S. 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.

**V. DESIGN AND CONSTRUCTION CRITERIA.**

**A. General:**

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures.

**B. Roadway Plans:**

**General:**

The Design-Build Firm shall prepare construction plans for the milling and resurfacing for the roadway and paved shoulders of segments of the Selmon Expressway mainline and ramps. Work shall include identification of and replacement of existing pavement markings. The Design-Build Firm shall prepare a minimal set of plans for construction of the project. Prior to each submittal, the Design-Build Firm will identify for the Authority's approval, what sheets will be included as part of the project deliverables.

The Design-Build Firm shall prepare the specification package and shall coordinate with FDOT District 7 and Turnpike offices. The Design-Build Firm shall also coordinate with Middlesex Corporation, the Contractor constructing the East Selmon/REL Slip Ramps project.

Work by the Design-Build Firm shall include milling and resurfacing of the following roadway segments as described below and shown in Reference Document:

“THEA\_East\_Selmon\_Resurfacing\_Areas\_03122.pdf.”

1. Eastbound entrance ramp from N. Nebraska Avenue
2. Eastbound Selmon Expressway Lower Lanes from 19<sup>th</sup> Street to the 22<sup>nd</sup> Street Overpass
3. Westbound Selmon Expressway Lower Lanes from 19<sup>th</sup> Street to the 22<sup>nd</sup> Street Overpass
4. Eastbound Selmon Expressway Lower Lanes from the 22<sup>nd</sup> Street Overpass to the 26<sup>th</sup> Street Overpass
5. Westbound Selmon Expressway Lower Lanes from 22<sup>nd</sup> Street Overpass to the 26<sup>th</sup> Street Overpass
6. Eastbound Selmon Expressway Lower Lanes from 26<sup>th</sup> Street Overpass to the CSX Railroad Overpass at the I-4 Connector
7. Eastbound Selmon Expressway Lower Lanes from the CSX Railroad Overpass at the I-4 Connector to the 34<sup>th</sup> Street Overpass
8. Eastbound Selmon Expressway Lower Lanes from the 34<sup>th</sup> Street Overpass to the 39<sup>th</sup> Street Overpass
9. **Eastbound Selmon Expressway Lower Lanes from the 39<sup>th</sup> Street Overpass to the 50<sup>th</sup> Street Overpass, including the Eastbound Exit Ramp to 50<sup>th</sup> Street. The ramp milling and resurfacing shall end at the beginning of the existing ramp Toll Gantry pavement.**

10. Westbound Selmon Expressway Lower Lanes from the 39<sup>th</sup> Street overpass to the 50<sup>th</sup> Street Overpass
11. Westbound Entrance Ramp from 50<sup>th</sup> Street with the exception of 90 feet of existing pavement at the Westbound ramp Toll Gantry which shall remain. The proposed milling and resurfacing shall match existing at the east and west limits of the existing Toll Gantry pavement.
12. Eastbound Selmon Expressway Lower Lanes from the 50<sup>th</sup> Street Overpass to the Railroad Overpass **including 50<sup>th</sup> Street Eastbound Entrance Ramp**
13. Westbound Selmon Expressway Lower Lanes from the 50<sup>th</sup> Street Overpass to the Railroad Overpass **including 50<sup>th</sup> Street Westbound Entrance Ramp**
14. Eastbound Selmon Expressway Lower Lanes from the Railroad Overpass to Pier 65
15. Westbound Selmon Expressway Lower Lanes from the Railroad Overpass to the Maydell Drive Overpass
16. Westbound Selmon Expressway Lower Lanes from the east Maydell Drive bridge Approach slab to the west Approach Slab of the 78<sup>th</sup> Street /Tampa Bypass Canal bridge with the exception of 90 feet of existing pavement at the mainline Westbound Toll Gantry which shall remain. The proposed milling and resurfacing shall match existing at the east and west limits of the existing Toll Gantry pavement.
17. Westbound Selmon Expressway Lower Lanes from the East Approach Slab of the 78<sup>th</sup> Street/Tampa Bypass Canal bridge to the REL (Reversible Express Lanes) Gantry.
18. The Authority has identified two Pavement Remediation Areas of the westbound Selmon Expressway Lower Lanes that shall be repaired per the Reference Document “S+S\_FINAL\_THEA Pavement Evaluation Design Technical Memo\_2022-11-17.pdf” and shall use the following pavement design: **Mill 8.75 inches**
  - **Friction Course FC-5(HP) 0.75-inch** ~~Mill 8.75 inches~~
  - **Friction Course FC-5(HP) 0.75-inch**
  - Type SP (Traffic E, HP) **42.00 inches**
  - **Type SP (Traffic E) 2.00 inches**
  - Optional Base Group 04 (Type **PB**-12.5 Only) 4.00 inches
  - Existing Base (limerock) 3.15inches
  - Existing Stabilization (LBR 22) 12 inches

For the remaining segments of the project 1 through 17 above, the Design-Build Firm shall use the following pavement design:

- Mill 2.75 inches
- **Friction Course FC-5 (HP) 0.75-inch**
- **Type SP (Traffic E, HP) 2.00 inches**
- ~~Structural Course 2.0 inches with Traffic Level C, SP 12.5 with hi polymer additive~~
- ~~Friction Course 0.75-inch FC 5 with PG76-22~~
- **Note:** Mill/Resurface shoulders as well with the standard FC-5 overlap.

**For all shoulders within project limits, the Design-Build Firm shall use the following pavement design:**

- **Mill 2.00 inches**
- **Type SP (Traffic E, HP) 2.00 inches**

The work on the Eastbound Selmon Expressway Lower Lanes from the 26th Street Overpass to the I-4 Connector will require the Design-Build Firm to coordinate with FDOT District 7, the Florida Turnpike, and Middlesex Corporation, the contractor building the East Selmon/REL Slip Ramps project.

The Design-Build Firm shall coordinate the Temporary Traffic Control Design with the Authority's Toll Operations Department to minimize any disruptions to toll operations.

**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
- Right of Way Data Sheet
- Design Speed

Within the project limits, milling and resurfacing shall be performed across the entire roadway section, including all travels lanes, ramp lanes, shoulders, and gore. Friction course limits shall be in accordance with FDOT standards.

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.

**D. (NOT USED)**

**E. (NOT USED)**

**F. (NOT USED)**

**G. Geometric Design:**

The Design-Build Firm shall maintain the existing roadway geometry including but not limited to, horizontal and vertical alignments, lane widths, shoulder widths, and cross slopes with this milling and resurfacing project.

**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. 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.

#### **J. 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".

**K. 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.

**L. Temporary Traffic Control Plan:**

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 that includes but is not limited to, general notes and construction sequence sheets, typical detail sheets, traffic control plan sheets, and detour diagrams, as necessary.

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.

The Design-Build Firm shall coordinate the Temporary Traffic Control Design with the Authority's Toll Operations Department to minimize any disruptions to toll operations.

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.

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.

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.

Temporary Traffic Control is to be provided by the Design-Build Firm during all set-up and take-down activities and work activities. Temporary Traffic Control shall include at a minimum one (1) off-duty law enforcement officer per work operation. Temporary Traffic Control is to be performed by "MOT certified" staff in accordance with the latest edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction, Section 102, Maintenance of Traffic and the latest edition of the Florida Department of Transportation (FDOT) Standard Plans for Road Construction.

**1. 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-4/Selmon Connector 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.

**M. ~~Environmental~~ Environmental Services/Permits/Mitigation:**

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that minimize adverse impacts to the Environment.

The following Project specific Environmental Services/Permits have been identified as specific requirements for this Project:

**1. Contaminated Materials**

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.

**N. Signing and Pavement Marking Plans:**

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria. The temporary and permanent striping activities are to be performed in accordance with the latest

edition of the Florida Department of Transportation (FDOT), Standard Specifications for Road and Bridge Construction. The Design-Build Firm shall install pavement markings in accordance with all applicable manuals, guidelines, standards, handbooks, procedures and current design memorandums. Work shall include application of Retro-Reflective Pavement Markers, Painted Pavement Markings, and Thermoplastic Traffic Stripes and Marking.

**Only pavement markings impacted by the milling and resurfacing within the milepost/station limits of the resurfacing areas need to be replaced.** Pavement markings shall be consistent with adjacent roadway segments as directed by the Authority.

#### **PO. Tolling Requirements**

Existing tolling operations will be maintained by the Authority during construction. Existing pavement within the toll gantry areas at the 50<sup>th</sup> Street Westbound On-ramp, **the 50<sup>th</sup> Street Eastbound Exit Ramp**, and on the westbound roadway at the Mainline East Toll Plaza is to remain. These areas are NOT to be milled and resurfaced. The Design-Build Firm shall coordinate the Temporary Traffic Control Design with the Authority's Toll Operations Department to minimize any disruptions to toll operations.