

Questions – 7/26/2023:

1. Please refer to document A\_009\_AMG\_Special Provisions, Section 9, part b (2). Based on this special provision, will automated machine guidance GPS be a requirement on asphalt paving and milling equipment as well as the other items listed in this paragraph?

**Answer: As per the RFP, the DB Firm will need to provide 3D Digital Plans and 3D Digital As-Builts. It is the DB Firm's choice if it is efficient to utilize automated machine guidance GPS on asphalt paving and milling equipment .**

2. Please specify the Warranty/Maintenance Period, is it one (1) or two (2) years?

**Answer: The Warranty Period is as per the RFP and applicable FDOT Standard Specifications for Roadway and Bridge Construction unless an extended warranty is promised in the DB Firm's Technical Proposal.**

3. Can THEA provide any existing drawings or plans for the current fender system at the Hillsborough River?

**Answer: THEA has provided all plans they have.**

4. Please clarify what appears to be a difference in work scopes outlined in the response to Question 25 (issued in Amendment 1 on 1-12-23) versus the amended language of RFP Section X.I.2. Is the design, detailing, and construction of the inside widening (the ultimate condition) of the viaduct bridges over the Hillsborough River from the west end of the bridges west of Bayshore Boulevard to the east end of the span just west of Franklin Street, including all substructure and superstructure work, to be performed as part of this contract?

**Answer: Yes, the amendment dated 1/12/23 superseded the response to Question #25 from the Pre-Submittal Meeting as THEA decided to construct the ultimate bridge in this area rather than only construct up to and including the pier caps.**

5. In amendment 14, Article A\_003.08 SP4551101 Unforeseen Work was issued and requires the Design Build Firm submit unit prices for payment and total linear foot amount of furnishing and installing pile length and drilled shaft in the Schedule of Values as one line item. Please confirm the Design Build Firm should provide this information for each the piling schedule of value items and the drilled shaft schedule of value item.

**Answer: The DB Firm will only submit one price as is noted on the schedule of values that includes all types of piling and drilled shaft foundations on the project.**

6. Request is hereby submitted for a one-week extension to the price proposal due date to allow time for proposers to address the requirements included in Amendment 14 and to attend and travel from the FTBA Annual Convention. This would allow proper time to review and incorporate any late added RFP amendments and responses to bid questions. A suggestion is made to modify the bid date from August 8, 2023, to August 15, 2023.

**Answer:** THEA has moved the due date for Price Proposals to August 18, 2023. A Notice of Changes to Schedule of Events will be posted.

7. Amendment 1 added the design and construction of the ultimate bridges from the west end of the bridges west of Bayshore Boulevard to the east end of the span just west of Franklin Street. This adds a significant amount of work to the contract. This added work is on the critical path of the project completion date which drives the Incentive/Disincentive dates and the No Excuse Bonus Date. These dates/days were established prior to the issuance of Addendum 1. An Incentive/Disincentive and No Excuses Bonus are intended to incentivize the design builder to early completion. However, the substantial added work shifts the balance heavily towards a probability of receiving a Disincentive with a low probability of being able to achieve an Incentive/Bonus. In addition, DB firms incur significant cost for overtime and acceleration when pursuing the early incentive dates and no excuse bonus dates which we do at our own risk. We respectfully request that THEA considers making the following changes to fairly incentivize early completion against the risk of Disincentive.

- A) Change the Contract Duration to 2040 days.
- B) Do not include the design and construction of the ultimate bridges from the west end of the bridges west of Bayshore Boulevard to the east end of the span just west of Franklin Street in the work needed to be completed to achieve the No Excuse Bonus and Incentive/Disincentive dates or add 240 calendar days to the No Excuse Bonus days and the Incentive/Disincentive days.

**Answer:** THEA will change the contract duration to 2040 days and add 240 calendar days to the No Excuse Bonus days and the Incentive/Disincentive days. An amendment is forthcoming for this change.

8. Please provide the bid bond form for the above referenced project.

**Answer:** The Payment and Performance Bond form was shared with the firms in the OneDrive, folder labeled "Additional documents from Q&A 4.17.23 pt2".

9. The current RFP language does not contain any limitation of liability for the contractor, or the surety and we respectfully request the RFP language be amended to limit the liability of the contractor and surety to the penal sum of the bond as is customary in the industry.

**Answer:** Please refer to Q&A 4.17.23 pt 2, Question 13.

10. The current RFP language does not afford any opportunity for the Surety, via a formal notice, to mitigate any losses. We request the RFP language be amended to mirror industry standard notice provisions and afford the surety a minimum of 7 days' notice prior to default.

**Answer:** Yes. Amendment forthcoming.

11. The latest Amendment dated 07/17/2023, calls for significant changes to the ramp geometry to meet the current FDOT standards. Extensive design effort across multiple disciplines (Roadway, TTCP, Drainage, Signing, Tolls, etc.) will be required to accommodate ramp widening within the existing constraints which vary from site to site, evaluate the impact on the adjacent ponds, and redesign the toll gantries as well as the sign structures. The amendment also requires an extensive redesign of the WB Willow Ave On-Ramp. The new location of the ramp presents significant challenges including close

proximity to CSX alignment and wayside equipment, coordination with the new ramp alignment with bridge geometry, developing a profile to meet the grade at W Cleveland St. and adjustments to W Cleveland St. roadway, relocation of the new toll facility (gantry), conflicts with existing utilities, and evaluating the impact on construction phasing. In addition, the Amendment includes requirements for new overhead sign structures that need to be designed and priced. In order to properly address the changes introduced by this amendment in our price proposal, we respectfully request a minimum of 6-week time extension so this additional work can be completed and incorporated into our price proposal. Also please confirm that THEA does not expect the Technical Proposal plans to be revised and resubmitted.

**Answer: THEA does not expect the Technical Proposal plans to be revised and resubmitted. THEA has moved the due date for Price Proposals to August 18, 2023. A Notice of Changes to Schedule of Events will be posted.**

**12.** Reference is made to the Q&A provided for questions submitted 04-17-23 Parts 1 and 2 that references the topics associated with but not limited to No Mutual Waiver of Consequential Damages (Q&A #12), Time is of the Essence (Q&A #14), Suspension of Contract Due to Other Than Contractor's fault (Q&A #17), Liquidated Damages being the Sole and Exclusive Remedy (Q&A #18,19), No Overall Cap on Liquidated Damages (Q&A #20), Request to Delete Attachment A-002.07 and Section 8-12 of the Division 1 DB Specs (Q&A #21), Request for relief for all events beyond Contractor's reasonable control (Q&A #23), Request for relief for a Concurrent Delay (Q&A #24), Request for Change to the clear and convincing standard (Q&A #27), No limitation of Liability (Q&A #13) and Indemnity Language being too broad (Q&A #15). As of 06-12-23, the Authority has provided responses to the above questions that will require our team to further evaluate the project risk implications in our bid. We are anticipating a potential risk allowance of approximately \$10 million dollars to address the responses provided by the Authority. Please advise if the Authority will revisit the above referenced questions and responses and if any amendments will be issued that will mitigate our current risk concerns.

**Answer: THEA will make no provision.**

**13.** THEA response 01-19-23 (Question No.4) - Question: RFP Section X. D \_ Utility Coordination (page 74 of 111) identifies the Utility Agency/Owners (UA/O's)UA/O that may be impacted by this project and require relocation or protection. The RFP states that THEA will determine whether UA/O or Design-Build Firm will be responsible for performing the utility work and associated costs. Please provide this determination. Answer: Yes, that will be included in an upcoming RFP Amendment. Please advise when this amendment will be issued.

**Answer: That information was included in the amendment posted 4/7/23.**

**14.** THEA response 04-27-23 (Question 16) - Question: Mainline is 55 MPH. However, as noted in the Roadway Concept Plans, that speed cannot be maintained for the transitions required bridge construction phasing over several roadways. Answer: These lower allowable regulatory speeds will be added by amendment to the RFP. Please advise when this amendment will be issued.

**Answer: That information was included in the amendment posted 4/24/23.**

**15.** THEA response 03-02-23 (Question 2) - Question: The THEA ROW under the Selmon Expressway between South Hyde Ave. and South Plant St. has existing recreational courts/equipment and fencing

that has been used by the St. James Episcopal Day School. We anticipate that this area will be disturbed during construction, what are the requirements for the final condition (sod, restore in kind etc.) of this space? Answer: The area will need to be cleaned, leveled, resodded and fenced in as it is now upon completion of the project and this will be added by Amendment. Please advise when this amendment will be issued.

**Answer:** That information was included in the amendment posted 5/26/23.

16. THEA response 03-30-23 (Question 1) - Answer: Yes, a compensable claim for utility related delay and time extension will be considered by the referenced clauses from 8-7.3.2 by THEA. The RFP, Page 72: 7-11-5.10 will be revised by amendment. Please advise when this amendment will be issued.

**Answer:** That information was included in the response to questions #2 posted 2/20/23 and the amendment posted 3/30/23. Later additional questions repeated that response. The response on 3/30/23 incorrectly stated an additional amendment was forthcoming.

17. THEA response 03-31-23 (Question 1) - Question: The revised roadway concept plant, R\_07.01 - PLANRD013REV022023, indicates two-sided median guardrail is to be installed from STA 85+06 to STA 97+38. With the inside widening in both EB and WB direction within the superelevated section, STA 89+50 to STA 97+00, the differential in pavement elevation will be as much as one foot. Would THEA accept the use of a grade separated median concrete barrier instead? Answer: THEA prefers grade separated median concrete barrier and an amendment will be issued that will revise the concept plans to show this. Please advise when this amendment will be issued.

**Answer:** That information was included in the amendment posted 5/12/23.

18. THEA response 03-27-23 (Question 12) - Question: Q&A dated 01/19/23 included a set of RGB plans. Amendment issued on 03/07/23 also includes a set of RGB plans included in Reference Document R\_35 – UAO RGBREV022023. However, these plans appear to be the same as the plans issued on 01/19/23. Please clarify if additional RGB plans will be provided in a future Amendment. Answer: Amendment posted 3/23/23 (dated 3/17/23) includes an updated zipped file with all UAO RGBs and other documents received through 3/17/23. The file name is “R\_35 – UAO RGB Plans\_Rev031723.zip” Additional RGB plans, if any, will be provided in future Amendments as received by THEA Please advise when this amendment will be issued.

**Answer:** All utility RGB plans provided to THEA by the UAO's have been provided by amendment to the DB firms.

19. THEA response 04-05-23 (Question 6) - Provided Answer by THEA: The independent Peer Reviews are to be performed by the Design Build Firm. All independent Peer Review calculations, comments, etc., shall be submitted with each submittal phase and shall be in accordance with the Contract Documents. FDOT Central Office will not be involved. All reviews will be performed by THEA and their GEC Staff. The review of Category 2 Structures submittal shall allow twenty (20) calendar days (excluding weekends and Authority observed Holidays) for the Category 2 structure reviews. An amendment will be issued to remove the Central Office reference. Please advise when this amendment will be issued.

**Answer:** No amendment was issued as FDOT has no involvement with THEA bridges not in their ROW.

20. THEA response 03-31-23 (Question 1) - Provided Answer by THEA: THEA will allow the median width to be reduced for the median sign structure column in the median barrier wall as is similar to other location along the project. THEA prefers that the guardrail in this median area be replaced with median barrier wall and will be issuing an amendment directing this to be done now that the bridges over Himes Avenue are being widened to the ultimate width on the inside. Please advise when this amendment will be issued.

**Answer: That information was included in the amendment posted 4/10/23.**

21. Per the RFP, a Price Proposal Guaranty of not less than five percent (5%) is to accompany our price proposal, and bond forms were not provided with the attachments. Please specify what form we are to use, or will THEA be providing one?

**Answer: Bond Forms were provided and are located in the OneDrive, folder labeled "Additional documents from Q&A 4.17.23 pt2".**

22. RFP Section X.D - The RFP indicates that the UA/O's within THEA ROW are not eligible for reimbursement if relocation is required and approved by THEA. It is our understanding that UA/O's are responsible for relocation of their facilities which are in conflict with project, including utility adjustments design and construction. Please confirm that our understanding is correct. The primary responsibility of DB Firm is utility coordination, as defined in Section X.D of the RFP. This includes existing utility SUE survey (Level B) during design phase to identify/verify conflicts, and Level A survey during construction phase. Based on the above, please confirm the following: 1. The DB Firm is not responsible for developing utility adjustment plans if relocation is required and approved by THEA. Therefore this effort does not need to be reflected in the bid price. 2. The design plans and BIM model that will be produced by the DB Firm for the scope of this contract will include the existing utilities only and will not include utility adjustments which will be developed and constructed by the UA/O's.

**Answer: 1. Yes, the DB Firm is not responsible for developing utility adjustment plans if relocation is required and approved by THEA.**

**2. The as-built plans and BIM model that will be produced by the DB Firm for the scope of this contract will include the existing utilities and will include utility adjustments which will be developed and constructed by the UA/O's.**

23. RFP Section X. I. 2. Yy - RP Section X.I.2 calls for repairs of structural deficiencies identified in the Bridge Inspection Reports. The inspection reports include sufficient information to develop construction cost to be included in the bid price, including deficiency type (cracks, spalls, etc.), quantities and locations. Please confirm the following: 1. Detailed inspection to verify the quantities of repairs is not required under the scope of this contract and does not need to be included in the bid price 2. Developing repair plans is not required under the scope of this contract and does not need to be included in the bid price.

**Answer: As per the amendment dated 3/7/23, any deficiencies in the existing piers, substructures, abutments or foundations explicitly identified in the PD&E documents or the scope of the 0-0622 South Selmon Capacity Project Page 10 of 14 RFP shall be remediated and strengthened to meet the requirements of the AASHTO LRFD Design Specifications and Contract Documents shall be included in**

**their bid price. Any other required repairs and/or retrofit not explicitly identified in the PD&E documents or the scope of the RFP will be covered by change orders.**

24. RFP Attachments A\_015 - R\_12.04 - RFP Attachments include A\_015 - R\_12.04 - LiDAR Point Cloud. There appears to be missing LiDAR data approximately between Stations 64+00 and 89+00. In the DOT and LAS Tiles the tiles labeled "Tile 20 (2).dot " are not included in the files. Please provide any missing files to complete the LiDAR data that supports the EX surface, as missing LiDAR data will increase the cost of additional survey that will be required during final design.

**Answer: Updated survey data was provided with amendments posted 5/22/23.**

25. Reference Document R\_13.02 - PD&E Study, Contamination Screening Evaluation Report - Contamination evaluation report included in PD&E (based on Level I screening) identifies eight (8) sites ranked HIGH and four (4) sites ranked MEDIUM for potential soil contamination. The report recommends Level II field screening for the sites ranked HIGH and MEDIUM. Please confirm that soil and groundwater sampling and testing for these sites should be included in the bid price. Also please confirm that for sites ranked LOW, soil sampling and testing is not required, as per PDE&E report recommendations.

**Answer: Yes, Level II field screening shall be included in the bid price for the sites ranked HIGH and MEDIUM. For sites ranked LOW, soil sampling and testing is not required.**

26. ATC Meeting No. 4 (05-11-23 Risk Discussion) - THEA email sent on 06-08-23 indicating that SORV would be issued to Bidders 4 weeks before the Bid Due Date of 08-08-23 - Reference is made to the email from THEA dated 06-08-23 that states that the THEA will provide the SORV for each Design-Build Firm approximately four weeks prior to the price proposal due date of 08-08-23. Please confirm when the SORV will be issued by THEA to the Design-Build Firms.

**Answer: An SORV will not be issued as THEA has provided the methodology of how they will handle piling/drilled shaft overages and price escalation for specific items in the amendment posted 6/30/23. These are the items THEA has decided to address as a result of ATC Meeting #4. See also answer to question #5.**

27. We acknowledge the recent bid postponement of one week to 8/15/23. Respectfully, we request an additional week postponement of the price proposal to 8/22/23 to properly and timely prepare our bid in response to forthcoming amendments and responses to open questions dating back to June 6th (including request for bid bond form, maintenance bond, as-built requests, scope clarifications, questions on amendments 14 and 15, insurance questions) and also to allow adequate time to incorporate the recent Q&A and clarification process. Many of these topics require feedback and proposals from our bonding company, insurance company, our subcontractors, and our vendors. Further, we are awaiting response to our risk registers and the Schedule of Risk Values (SORV) which will require time to complete prior to the bid price submittal. The current RFP language does not afford any opportunity for the Surety, via a formal notice, to mitigate any losses. We request the RFP language be amended to mirror industry standard notice provisions and afford the surety a minimum of 7 days' notice prior to default.

**Answer: See the previous response regarding the SORV. THEA has moved the due date for Price Proposals to August 18, 2023. A Notice of Changes to Schedule of Events will be posted.**

28. For the existing Drainage lines crossing the Expressway which are not tied into as part of the new drainage design, is there a requirement for these lines to be plugged and grout filled by the Contractor?

**Answer: Yes, all existing drainage pipes that are no longer being utilized and are being abandoned in place shall be plugged and grout filled. An amendment is forthcoming to reflect this requirement.**

29. Is the Contractor expected to dewater, desilt and video inspect the existing 54" Granada Outfall from the WB side of the Expressway to the Outfall into the Bay even though this line is not being tied into or modified by our design?

**Answer: No.**

30. Please provide the Hillsborough River Fender system as-builts from the more recent rehabilitation project. We cannot finalize our approach to installing new fender pile without knowing the existing pile lengths and details.

**Answer: THEA has provided all available existing plans.**

31. Based on the visual inspection of the existing precast concrete fender piles and observing that these piles are relatively new and appear to be in good shape, would it be acceptable to retain the existing 14" fender piles under the existing bridge and provide new composite timbers on these piles, and provide new 14" concrete piles outside the footprint of the existing bridge where there are no overhead installation restrictions?

**Answer: The Fender System designed and constructed by the DB Firm needs to meet the RFP and FDOT requirements.**

32. Due to the recent construction that is adjacent to the Grenada Outfall drainage improvements, please confirm the extent of the restoration that is required by RFP. For example, will any trees, fences, etc. that are affected need to be replaced in kind? Will the existing asphalt parking lot need to be replaced in its entirety and can a patch be provided in the limits of the pipe work? If so, what is the expected typical section of these parking lots, roads, and access points?

**Answer: Any existing items impacted by the construction in the easement needs to be replaced in kind within the easement limits.**

33. Please provide the location and extent of the limits of the Fort Brooke site so we can quantify the potential for archaeological monitoring.

**Answer: All available documentation is included in the PD&E documents.**

34. Please confirm the DB firm is to include in the bid all disincentive cost associated with the incentive/ disincentive items as it has been discussed that these milestones are not achievable as currently measured.

**Answer:** The DB Firm shall include in their bid price any costs associated with the incentive/disincentive items. Also, see the answer to question #7.

35. Please confirm that the DB firm is to include in the bid the revenue loss resulting from the use of alternate toll collections systems as described in our technical proposal and other revenue loss for allowable closures approved by the authority are not to be included in our bid price.

**Answer:** The DB Firm shall include all revenue loss and alternative toll collection costs for non-approved closures as per the RFP and the amendment posted 7/17/23.

36. Amendment Section A. Description of Work, Page 2 of 6, Paragraph 6 - The 07/17/23 Amendment added the requirement to provide shoulder widths per FDOT width requirements for all ramps to be milled and resurfaced per as identified in the concept plans except where ramps are on existing retaining wall and/or bridge structures. While the design can be modified to provide shoulder widths per FDOT requirement, there are locations in the corridor where the modified ramp width puts the edge of ramp beyond the Limited Access Right-of-way (L.A. ROW) as delineated in the concept plans, eg. WB Euclid Off-Ramp, WB Plant Off-Ramp. Please confirm that at locations where the ramp widening results in the ramp footprint being outside the L.A. ROW, the design-build firm is not required to meet the FDOT requirements, and the current exceptions will apply.

**Answer:** THEA believes all standard shoulders can be designed and constructed within the existing ROW. However, if that is not possible without additional structural elements the current exceptions will apply.

37. Please confirm the tie in location where the DB Firm is to perform the connection into the Howard Ave. outfall.

**Answer:** The DB Firm will not be required to connect to the Howard Ave. drainage system being constructed by the City of Tampa. The DB Firm shall provide the stub-out as noted in the RFP and amendments dated 4/10/23 and the City of Tampa will connect the Howard Ave. outfall to the stub-out.

38. Please confirm the DB Firm will be able to utilize and tie into the existing Howard Ave. outfall system prior to completion of the "...City of Tampa Howard Ave. Improvement Project"

**Answer:** See previous answer and the DB Firm shall assume the City of Tampa Howard Ave. Improvement Project will be in place and utilized in the drainage models developed by the DB Firm.

39. If the Howard Ave box culvert project is not completed prior to the completion of the Albany Pond will the connection to the new system be performed by the contractor performing the Howard Ave improvements or will this connection be treated as a change?

**Answer:** Any additional efforts beyond the work identified in the answers to the previous two questions will be considered as a change order.

40. RFP Part X.Q. Lighting Plans indicate that the proposed fixtures shall be Model BLX-4-T3-128LC-7-3K-UNV. The RFP does not specify any requirements for the installation of smart lighting systems (such as Visionaire Wireless Control or dimming drivers) as part of this project. However, Page 5

of 6 of the 07/17/23 Amendment indicates that "All aesthetic and Smart Lighting systems shall be grounded to meet FDOT ITS grounding standards." Please confirm that the design-build firms are not required to include the cost of furnishing and installing smart lighting systems in the price proposal for this project.

**Answer: The DB Firms are not required to install smart lighting systems on this project. However, if they are used they need to be grounded as per ITS grounding requirements.**

**41.** RFP Section X.C. Drilled Shaft Foundations Bullet 2 includes the requirement to drill a pilot hole at the bridge shaft location prior to establishing the drilled shaft tip elevation and socket requirements. The FDOT Soils and Foundations Handbook (SFH) does not specify requirements to perform SPT testing for pilot holes. Please confirm that the design-build firm is not required to include the cost of soil sampling and SPT testing for pilot hole borings to be performed on this project.

**Answer: The elevation of the top of competent limestone along with the strength and competence of the limestone can vary significantly in the project area. Pilot Hole Borings are required to provide a verification of the design and the required tip elevation of each drilled shaft proposed to support the bridge structures. Testing with SPT sampling and/or rock coring with Unconfined Compression Testing and Split Tensile Testing is required in the zones where the shaft is designed to develop nominal bearing resistance and below the planned tip elevation of each shaft to a minimum depth of 3 shaft diameters below the planned shaft tip elevation. The testing with SPT sampling, as described above, shall be with a sampling interval of not greater than 2.5 feet on center. Sampling and testing with rock coring with Unconfined Compression Testing and Split Tensile Testing shall be done in a continuous manner unless alternated with SPT sampling. SPT sampling above the rock socket shall be completed as necessary for the designer to verify lateral shaft capacity. The results of the pilot holes and the calculations that support the planned drilled shaft tip elevations must be submitted for review and acceptance by the CEI and the Authority.**