Tampa Hillsborough Expressway Authority

# LOW BID DESIGN-BUILD REQUEST FOR PROPOSAL for

Twiggs Street Improvements Nebraska Avenue to Meridian Avenue Hillsborough County

**THEA Project Number(s): O-00820** 

June 5, 2020

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#### ATTACHMENTS

All ATTACHMENTS are posted on THEA's website: <u>https://www.tampa-xway.com/procurement/#</u>

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

- 001 Project Advertisement
- 002 FDOT Division I Design-Build Specifications
  - 002.01 Design-Build Boilerplate
  - 002.02 Award and Execution of Contract (SP0030200)
  - 002.03 Public Records (SP0030900THEA-120)
  - 002.04 Permits and Licenses (No free passes will be issued to the Contractor for use on the Toll Facility) (SP0070201THEA-120)
  - 002.05 Preservation of Property for Toll Facilities (SP0071101-tolls) 002.06 - Legal Requirements and Responsibility to the Public – Operations within the Railroad Right-of-Way (SP0071104RR-THEA)
  - 002.07 Equal Employment Opportunity Requirements (SP0072700)
  - 002.08 Preference to State Residents (SP0072800)
  - 002.09 Legal Requirements and Responsibility to the Public E-Verify (SP0072900)
  - 002.10 Legal Requirements and Responsibility to the Public Scrutinized Companies (SP0073000)
  - 002.11 Contaminated Material Mercury-Containing Devices and Lamps (SP0080409)
  - 002.12 Prosecution and Progress-Damage Recovery (SP0081200)
- 003 FDOT Divisions II and III Special Provisions identified by the Authority to be used on the Project:
  - 003.01 Mobilization (SP1010000DB)
  - 003.02 Field office (SP1090000)
  - 003.03 Contractor Quality Control General Requirements (SP1050813DB)
  - 003.04 Structures Foundations (SP4550000DB)
- 004 City of Tampa Truck Route Map
- 005 Letters of Clarification
  - 020.001 Letter #1
- 006 THEA Forms
  - 006.01 SBE Policy
  - 006.02 Acknowledgment of Receipt of Addendum
  - 006.03 Certification Regarding Scrutinized Companies List
  - 006.04 Bid Blank, Design Build Major, Modified Form # 375-020-17
  - 006.05 Design-Build Contract (to be provided to shortlisted firms)
  - 006.06 FDOT Low Bid Design-Build Technical Proposal Form # 700-010-21
  - 006.07 FDOT Low-Bid Design-Build Qualification Validation Form # 700-011-36
  - 006.38 Public Entity Crimes
  - 006.39 Drug Free Workplace
  - 006.40 Bid Bond
  - 006.41 Anticipated SBE Participation
  - 006.42 Conflict of Interest Statement
- 007 FDOT Joint Participation Agreement (JPA)

#### **REFERENCE DOCUMENTS**

#### All DOCUMENTS are posted on THEA's website: <u>https://www.tampa-xway.com/procurement/#</u>

The following documents are being provided with this RFP. Except as specifically set forth in the body of this RFP, these 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 documents shall be construed as a representation of any field condition or any statement of facts upon which the Design-Build Firm can rely upon in performance of this contract. All information contained in these reference documents must be verified by a proper factual investigation. The bidder agrees that by accepting copies of the documents, any and all claims for damages, time or any other impacts based on the documents are expressly waived.

- 001 Existing Plans
  - 001.01 Eastern Extension & Twiggs St
  - 001.02 Existing Bridge Plans & Column Calcs
  - 001.03 SR 45 US 41 Nebraska Ave RRR Plans
  - 001.04 Parking Lot Plans
- 002 City of Tampa Twiggs Street Traffic Study Report 9-21-17.pdf
- 003 SWFWMD Coordination
- 004 Union Station Survey
- 005 Utility Information
  - 005.01 CADD
  - 005.02 Executed UWS
  - 005.03 Sign and Sealed Plans
  - 005.04 UAO Correspondence/Greenlines/RGBs
- 006 Survey Information
- 007 Geotechnical Information
- 008 Design Variation
- 009 Concept Plans
  - 009.01 CADD Files
- 010 City of Tampa Coordination

#### I. Introduction.

The Tampa-Hillsborough Expressway Authority (Authority) has issued this Request for Proposal (RFP) to solicit competitive bids and proposals for improvements to Twiggs Street from west of Nebraska Avenue (US 41/SR 45) to east of the Meridian Avenue/Reversible Express Lanes (REL) exit ramp. The scope of work includes all investigations, design, permitting, coordination, final approved construction documents and the construction activities necessary to complete the project as detailed below.

It is the Authority's intent that all Project construction activities be conducted within the existing Right-of-Way, or within City of Tampa's Union Station property as depicted on the Concept Plans.

#### **Description of Work**

#### Project Description

The Authority proposes improvements to Twiggs Street that will improve traffic conditions, reduce congestion, particularly for traffic using the Selmon Expressway Reversible Lanes, and will enhance pedestrian safety. The project limits extend from west of Nebraska Avenue to east of the Meridian Avenue/Reversible Express Lanes (REL) Ramp. Improvements include:

- 1. Construct a third westbound lane on Twiggs Street between Meridian Avenue and Nebraska Avenue, that will function as a right-turn lane onto Nebraska Avenue.
- 2. Construct an overhead sign restricting westbound Twiggs Street traffic from turning left at Nebraska Avenue between 7 am and 9 am,
- 3. Install electronic variable message signs informing motorists when the east access driveway for the Twiggs Street Garage is open for entering traffic.
- 4. Modify the easterly in/out driveway to Union Train Station as shown in the Concept Plans.
- 5. Modify the parking lot underneath the Selmon Expressway on the south side of Twiggs Street by repaving, restriping, and placing curb and sidewalk as shown in the Concept Plans to minimize loss of parking.
- 6. Accommodating the additional lane on Twiggs Street will require removal of the existing sidewalk on the north side of Twiggs Street and reconstructing and relocating the sidewalk between the westerly edge of the western Union Station driveway and Nebraska Avenue to behind (north of) the existing bridge piers as shown on the Concept Plans. The sidewalk on the south side of Twiggs shall be relocated and reconstructed as shown on the Concept Plans. To the maximum extent practical, the reconstructed sidewalk shall be fifteen feet wide, where feasible and where right-ofway permits.
- 7. Mill and Resurface and Restripe the entire project limits. This includes restoring any patterned pavement that is disturbed, with similar material acceptable to the City of Tampa. Utilize FDOT Superpave asphalt materials only for all resurfacing and widening asphalt in accordance with FDOT Specifications..
- Replace the span-wire supported signals at Nebraska Avenue/Twiggs Street intersection with mast arm supported signals in the NE and SW corners in accordance with the approved Design Variation. Update the pedestrian signals and ITS communication connections, with product acceptable to the Authority and the Department. (FDOT Joint Participation Agreement FPN: 437535-1-A8/58/68-01).
- 9. Construct drainage modifications to accommodate the proposed improvements, including: curb inlets, conversion of existing inlets to manholes, desilting of all pipes and drainage structures within the project limits, video inspecting, and adding cast-in-place pipe liners to the existing storm drain pipe within the project limits.
- 10. The Design-Build Firm shall coordinate with TECO, City of Tampa, and FDOT with regards to intersection lighting as required, including any necessary provisions for lighting on the proposed mast arms as shown in the Concept Plans.
- 11. Relocate utilities and replace or relocate ITS features as necessary.
- 12. Verify that existing bridge columns meet the 600-kip vehicular collision force requirements or retrofit as needed.

#### Project Goals

The Authority has established the following Project goals:

- Improve traffic conditions, reduce congestion and enhance pedestrian safety within the project limits.
- Minimize the inconvenience to the travelling public.
- 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.
- Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions for a given traffic movement. Eliminate the need for detours.
- Maintain direct access to adjacent properties at all times, with the exception of areas in limited access Right-of-Way where direct access is not permitted.

• Coordinate with adjacent construction projects and maintaining agencies.

It is the intent to always preserve existing vegetation including trees and palms that do not conflict with proposed improvements. Tree and palm protection shall comply with City of Tampa requirements. Removed trees will be mitigated by payment into the City of Tampa's Tree Fund per existing ordinance. Within the Project limits and within the Project Right-of-Way, it will be the responsibility of the Design-Build Firm to identify and remove all Category 1 invasive exotics as defined by the Florida Exotic Pest Plant Council (www.fleppc.org).

#### A. Design-Build Responsibility

The Design-Build Firm shall be responsible for survey, geotechnical investigation and evaluation, subsurface utility engineering (SUE), design, preparation of all documentation related to the acquisition of all permits, maintenance of traffic, demolition, and construction on or before the Project completion date indicated in the Proposal. The Design-Build Firm shall coordinate all utility relocations.

The Design-Build Firm shall be responsible for compliance with Design and Construction Criteria (Section VI) which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, 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 examine the Contract Documents and the site of the proposed work carefully before submitting a Proposal for the work contemplated 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 and as to the requirements of all Contract Documents. Written notification of differing site conditions discovered during the design or construction phase of the Project will be given to the Authority's Project Manager.

The Design-Build Firm shall examine boring data, where available, and make their own interpretation of the subsoil investigations and other preliminary data and shall base their bid on their own opinion of the conditions to be encountered. The submission of a proposal is prima facia evidence that the Design-Build Firm has made an examination as described in this provision.

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

The Design-Build Firm shall endeavor to adhere to all JPA requirements and shall work collectively with the Authority and its designated Construction Engineering and Inspection staff to ensure all JPA requirements are met and/or fulfilled. Any loss of project funding as a result of the DB Firm's failure to comply with the JPA requirements as determined by the Authority shall be borne by the DB Firm.

#### **B.** Authority Responsibility

The Authority will provide contract administration, management services, construction engineering inspection services, environmental oversight, and quality acceptance reviews of all work associated with the development and preparation of the contract plans, permits, and construction of the improvements. The Authority will provide Project specific information and/or functions as outlined in this document.

**Communications between Design-Build Firms and Authority, FDOT, and City of Tampa (COT):** Proposers or persons acting on their behalf may not contact, between the Project Advertisement and the posting of the notice of intended award, any employee, officer, or agents acting on the behalf of the executive or legislative branch or any, employee or officer or member of the Authority, FDOT, or COT, concerning any aspect of the RFP, except in writing to Mr. Man Le, Contracts and Procurement Manager (<u>Man.Le@tampa-xway.com</u>). Violation of this provision may be grounds for rejecting Proposals.

## II. 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. 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		
Friday, June 5, 2020	Advertisement		
Thursday, June 11, 2020	Mandatory Virtual Pre-proposal meeting, at <b>9:00am</b> local time at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602. All Utility Agency/Owners that the Authority contemplates an adjustment, protection, or relocation is possible are to be invited to the		
	mandatory Pre-Proposal meeting. For Virtual Meeting details, send an		
T1 1 1 10 2020	email request to: <u>Man.le@tampa-xway.com</u>		
Thursday, June 18, 2020	Deadline for Questions/Request for clarification		
Monday, June 22, 2020	Addendum release (if required)		
Friday, June 26, 2020	Phase 1 LOI Response Deadline by 2:00pm local time		
Tuesday, June 30, 2020	Evaluation Committee meets to evaluate LOI		
Wednesday, July 1, 2020	Posting of Shortlist		
Monday, July 13, 2020	Board (Committee as a Whole) approval of Shortlist		
Tuesday, July 14, 2020	Posting of Notice of Board approval		
Wednesday, July 15, 2020	Shortlist firms declare intent to proceed by 2:00pm local time		
Monday, August 17, 2020	Final deadline for submission of requests for Design Exceptions or		
	Design Variations.		
Monday, August 24, 2020	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 Man Le, Contracts and Procurement Manager (Man.Le@tampa-xway.com).		
Monday, August 31, 2020	Deadline for the Authority to post responses to the Authority website		
	for questions submitted by the Design-Build Firms prior to the		
	submittal of the Technical and Price Proposals. Responses will be		
	posted to the Authority website: <u>www.tampa-xway.com</u>		
Thursday, September 3, 2020	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 Man Le, Contracts and Procurement Manager		
	(Man.Le@tampa-xway.com) who will confirm qualification for the		
	prospective Design-Build Firm. The form must be submitted at least		
	24 hours in advance of the response deadline (Technical and Price		
	Proposal due date and time).		

Friday, September 4, 2020	Technical and Price Proposals due in Authority Office by 11:00am local time.
Friday, September 4, 2020	Public announcing of Price Proposals at 1:30pm local time at the THEA office, 1104 East Twiggs Street Suite 300, Tampa, FL 33602
Friday, September 4, 2020	Public Meeting of the Technical Review Committee to determine responsiveness of Technical Proposals at 2:30pm local time at the THEA Office, 1104 East Twiggs Street, Suite 300, Tampa, FL 33602
Monday, September 14, 2020	Public Meeting of Selection Committee (THEA Board Committee as a Whole Meeting) to determine intended Award
Monday, September 14, 2020	Posting of the Authority's intended decision to Award
Wednesday, September 16, 2020	Anticipated Award Date
Monday, September 21, 2020	Anticipated Execution Date

#### **III.** Threshold Requirements.

#### A. Qualifications

Proposers are required to be pre-qualified 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.

#### **B.** Joint Venture Firm

Two or more Firms submitting as a Joint Venture must meet the Joint Venture requirements of Section 14-22.007, F.A.C. Parties to a Joint Venture must submit a Declaration of Joint Venture and Power of Attorney FDOT Form No. 375-020-18, prior to the deadline for receipt of Letters of Interest.

If the Proposer is a Joint Venture, the individual empowered by a properly executed Declaration of Joint Venture and Power of Attorney Form shall execute the proposal. The proposal shall clearly identify who will be responsible for the engineering, quality control, and geotechnical, and construction portions of the Work. The Joint Venture shall provide an Affirmative Action Plan specifically for the Joint Venture.

#### C. Price Proposal Guarantee

A Price Proposal guaranty in an amount of not less than five percent (5%) of the total bid 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 bid bond 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 contract and supply all other submittals due therewith. 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. The Price Proposal guaranty of all Proposers' shall be released pursuant to 3-4 of the Division I Design-Build Specifications.

#### D. Pre-Proposal Meeting

Attendance at the pre-proposal meeting is mandatory. Any proposer failing to attend will be deemed non-responsive and eliminated from further consideration. The purpose of this meeting is to provide a forum

for the Authority to discuss with all concerned parties the proposed Project, the design and construction criteria, Critical Path Method (CPM) schedule, and method of compensation, instructions for submitting proposals, Design Exceptions, Design Variations, and other relevant issues. In the event that any discussions at the pre-proposal meeting require, official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the Authority will issue a written addendum to this Request for Proposals as the Authority determines is appropriate. No oral representations or discussions, which take place at the pre-proposal meeting, will be binding on the Authority. Proposers shall direct all questions to Man Le, Contracts and Procurement Manager (Man.Le@tampa-xway.com). Responses to all questions shall be posted on the Authority's website. At THEA's discretion, the Pre-Proposal Meeting may be a "Virtual" meeting conducted electronically.

Failure by a Proposer to attend or be represented at the pre-proposal meeting will constitute a non-responsive determination of their bid package. Bids found to be non-responsive will not be considered. All Proposers must be present and signed in or checked in prior to the start of the mandatory pre-proposal meeting. The convener of the meeting will circulate the attendee sign in sheet, or if a virtual meeting, will have the attendees check in electronically, at the time the meeting was advertised to begin. Once all Proposers have signed in or checked in, the sign in sheet will be taken, or check in closed, and the meeting will "officially" begin. Any Proposer not signed in or checked in at the "official" start of the meeting will be considered late and will not be allowed to propose on the Project.

## E. Technical Proposal Page-Turn Meeting - NOT APPLICABLE

## F. Question and Answer Session – NOT APPLICABLE

## G. Protest Rights

Any person who is adversely affected by the Authority decision or intended decision shall file with the Authority a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of the protest. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. At the time the protest is filed with the Authority, the protestor shall provide the Authority with a protest bond in the amount of \$100,000.00. The bond shall be payable to the Authority and shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in any hearing in which the action is brought and in any subsequent appellate court proceeding.

Upon receipt of the formal written protest that has been timely filed, the Authority shall stop the solicitation or contract award process until the subject of the protest is resolved by final Authority action, unless the Authority head sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.

The Authority shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and Authority holidays, after receipt of a formal written protest.

If the subject of a protest is not resolved by mutual agreement within seven (7) days, excluding Saturdays, Sundays, state and Authority holidays, after receipt of the formal written protest, the adversely affected party may seek relief in the Hillsborough County Circuit Court.

In a protest to an invitation to bid or request for proposals procurement, no submissions made after the bid or proposal opening which amend or supplement the bid or proposal shall be considered. In a protest to an invitation to negotiate procurement, no submissions made after the Authority announces its intent to award a contract, reject all replies, or withdraw the solicitation which amend or supplement the reply shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposal Authority action. In a competitive-procurement protest, other than a rejection of all bids, proposals, or replies, the judge shall conduct a de novo proceeding to determine whether the Authority's proposed action is contrary to the Authority's governing statutes, the Authority's rules or policies, or the solicitation specifications. The standard of proof for such proceedings shall be whether the proposed Authority action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended Authority action to reject all bids, proposals, or replies, the standard of review by an administrative law judge shall be whether the Authority's intended action is illegal, arbitrary, dishonest, or fraudulent.

The required notice of protest and bond, and formal written protest must each be timely filed with:

Tampa- Hillsborough Expressway Authority 1104 East Twiggs Street Suite 300 Tampa, FL 33602 Attn: Man Le, Contracts and Procurement Manager

Failure to file a notice of protest or formal written protest within the time prescribed or failure to post the bond or other security required within the time allowed for filing a bond shall constitute a waiver of proceedings.

#### H. Non-Responsive Proposals

Proposals found to be non-responsive shall not be considered. 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 Department of Labor's System for Award Management (SAM) list.

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.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

Any proposal submitted by a Proposer that did not sign-in at the mandatory pre-proposal meeting will be non-responsive.

## I. Waiver of Irregularities

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

- 1. Any design submittals that are part of a proposal shall be deemed preliminary only.
- 2. Preliminary design submittals may vary from the requirements of the Design and Construction Criteria.
- 3. In no event will any such elections by the Authority be deemed to be a waiving of the Design and Construction Criteria.
- 4. The Proposer who is selected for the Project will be required to fully comply with the Design and Construction Criteria for the price bid, regardless that the proposal may have been based on a variation from the Design and Construction Criteria.
- 5. Proposers shall identify separately all innovative aspects as such in the Technical Proposal. An innovative aspect does not include revisions to specifications or established Authority policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, use of new products, new uses for established products, etc.
- 6. The Proposer shall obtain any necessary permits or permit modifications not already provided.

#### J. Modification or Withdrawal of Technical Proposal

Proposers may modify or withdraw previously submitted Proposals at any time prior to the Technical Proposal due date. Requests for modification or withdrawal of a submitted Proposal shall be in writing and shall be signed in the same manner as the Proposal. Upon receipt and acceptance of such a request, the entire Proposal will be returned to the Proposer and not considered unless resubmitted by the due date and time. Proposers may also send a change in a sealed envelope to be opened at the same time as the Proposal provided the change is submitted prior to the Proposal due date.

## K. Authority's Responsibilities

This Request for Proposal does not commit the Authority to make studies or designs for the preparation of any proposal, nor to procure or contract for any articles or services.

The Authority does not guarantee the details pertaining to borings, as shown on any documents supplied by the Authority, to be more than a general indication of the materials likely to be found adjacent to holes bored at the site of the work, approximately at the locations indicated.

## L. Design-Build Contract

The Authority will enter into a Lump Sum contract with the successful Design-Build Firm. In accordance with Section V, 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 lump sum contract amount.

The terms and conditions of this contract are fixed price and fixed time. The Design-Build Firm's submitted bid (time and cost) is to be a lump sum bid for completing the scope of work detailed in the Request for Proposal.

The Authority will withhold five percent (5%) retainage until the As-Built Plans have been received and accepted by all permitting agencies.

#### IV. Small Business Enterprise (SBE) Program.

#### A. SBE Availability:

The Authority'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. This means that the Authority's goal is to spend a portion of the highway dollars with Certified SBE's as prime Design-Build Firms or as subcontractors. Race-neutral means that the Authority believes that the overall goal can be achieved through the normal competitive procurement process.

#### V. 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 Florida Department of Transportation (Department), City of Tampa, 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), Design Standards and Revised Index Drawings. The Design-Build Firm shall use the edition of the Standard Specifications, Design Standards and Revised Index Drawings in effect at the time the bid price proposals are due in the Authority Office. 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) <u>http://www.fdot.gov/roadway/FDM/</u>

- 2. Florida Department of Transportation Specifications Package Preparation Procedure <u>http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf</u>
- 3. Florida Department of Transportation Standard Plans for Road and Bridge Construction <u>http://www.fdot.gov/design/standardplans/</u>
- 4. Standard Plans Instructions (Refer to Part I, Chapter 115, FDM) <u>http://www.fdot.gov/roadway/FDM/</u>
- 5. Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications <u>http://www.fdot.gov/programmanagement/default.shtm</u>
- 6. Florida Department of Transportation Surveying Procedure 550-030-101 <u>http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndP</u> <u>rocedures/ViewDocument?topicNum=550-030-101</u>
- 7. Florida Department of Transportation EFB User Handbook (Electronic Field Book) <u>http://www.fdot.gov/geospatial/doc\_pubs.shtm</u>
- 8. Florida Department of Transportation Drainage Manual <u>http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm</u>
- 9. Florida Department of Transportation Soils and Foundations Handbook <u>http://www.fdot.gov/structures/Manuals/SFH.pdf</u>
- 10. Florida Department of Transportation Structures Manual <u>http://www.fdot.gov/structures/DocsandPubs.shtm</u>
- 11. Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual <u>http://www.fdot.gov/cadd/downloads/publications/CADDManual/default.shtm</u>
- 12. AASHTO A Policy on Geometric Design of Highways and Streets https://bookstore.transportation.org/collection\_detail.aspx?ID=110
- 13. MUTCD 2009 http://mutcd.fhwa.dot.gov/
- 14. Safe Mobility for Life Program Policy Statement http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf
- 15. Traffic Engineering and Operations Safe Mobility for Life Program http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/
- 16. Florida Department of Transportation American with Disabilities Act (ADA) Compliance Facilities Access for Persons with Disabilities Procedure 625-020-015 <u>https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=</u> <u>0&procType=pr</u>
- 17. Florida Department of Transportation Florida Sampling and Testing Methods <u>http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.</u> <u>shtm</u>
- 18. Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure <u>http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual</u>

/documents/v1-section32-clean.pdf

- 19. Florida Department of Transportation Design Bulletins and Update Memos <u>http://www.fdot.gov/roadway/Bulletin/Default.shtm</u>
- 20. Florida Department of Transportation Utility Accommodation Manual <u>https://fdotwww.blob.core.windows.net/sitefinity/docs/default-</u> <u>source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d</u> <u>97fd3dd\_0</u>
- 21. AASHTO LRFD Bridge Design Specifications https://bookstore.transportation.org/category\_item.aspx?id=BR
- 22. Florida Department of Transportation Flexible Pavement Design Manual <u>http://www.fdot.gov/roadway/PM/publicationS.shtm</u>
- 23. Florida Department of Transportation Rigid Pavement Design Manual <u>http://www.fdot.gov/roadway/PM/publicationS.shtm</u>
- 24. Florida Department of Transportation Pavement Type Selection Manual <u>http://www.fdot.gov/roadway/PM/publicationS.shtm</u>
- 25. Florida Department of Transportation Right of Way Manual <u>http://www.fdot.gov/rightofway/Documents.shtm</u>
- 26. Florida Department of Transportation Traffic Engineering Manual <u>http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm</u>
- 27. Florida Department of Transportation Intelligent Transportation System Guide Book <u>http://www.fdot.gov/traffic/Doc\_Library/Doc\_Library.shtm</u>
- 28. Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications <u>http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm</u>
- 29. AASHTO Guide for the Development of Bicycle Facilities <u>https://bookstore.transportation.org/collection\_detail.aspx?ID=116</u>
- 30. Federal Highway Administration Hydraulic Engineering Circular Number 18 (HEC 18). http://www.fhwa.dot.gov/engineering/hydraulics/library\_arc.cfm?pub\_number=17
- 31. Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways <u>http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm</u>
- 32. Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2 http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm
- 33. Florida Department of Transportation Driveway Information Guide http://www.fdot.gov/planning/systems/programs/sm/accman/pdfs/driveway2008.pdf
- 34. AASHTO Highway Safety Manual <u>http://www.highwaysafetymanual.org/</u>
- 35. Florida Statutes <u>http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=</u>

statutes&CFID=14677574&CFTOKEN=80981948

- 36. Florida Department of Transportation Construction Project Administration Manual Section 10.4 http://www.dot.state.fl.us/construction/manuals/cpam/CPAMManual.shtm
- 37. Florida Administrative Code, Rule Chapter 14-51 https://www.flrules.org/gateway/ChapterHome.asp?Chapter=14-51
- 38. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals <u>AASHTO Bookstore - Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th Edition, with 2015 Interim Revisions</u>
- 39. AASHTO Manual for Bridge Evaluation (MBE) <u>AASHTO Bookstore - Manual for Bridge Evaluation, 2nd Edition, with 2011, 2013, 2014,</u> <u>and 2015 Interim Revisions</u>
- 40. Florida Department of Transportation Bridge Load Rating Manual <u>http://www.fdot.gov/maintenance/LoadRating.shtm</u>
- 41. Florida Turnpike Traffic Guide Drawings <u>http://www.floridasturnpike.com/design/Documents/DocsPublications/Guide%20Drawings/</u> <u>2016/Traffic/</u>
- 42. Code of Federal Regulations Title 14, Chapter 1, Subchapter E, Part 77 https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=14:2.0.1.2.9
- 43. National Electrical Code <u>http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-</u> <u>P1194.aspx?order\_src=D347&gclid=CPT6k6zP0M0CFQcMaQodkooAuQ</u>
- 44. National Electrical Safety Code http://standards.ieee.org/about/nesc/
- 45. City of Tampa Stormwater Department Standard Details https://www.tampagov.net/tss-stormwater/info/document-library

#### **B.** Innovative Aspects:

All innovative aspects shall be identified separately as such in the Technical Proposal.

An innovative aspect does not include revisions to specifications, standards or established Authority policies. Innovation should be limited to Design-Build Firm's means and methods, roadway alignments, approach to Project, etc.

#### C. Geotechnical Services:

1. General Conditions:

The Design-Build Firm shall be responsible for identifying and performing any geotechnical investigation, analysis and design of foundations, foundation construction, foundation load and integrity testing, and inspection dictated by the Project needs in accordance with Authority and Department guidelines, procedures and specifications. All geotechnical work necessary shall be performed in accordance with the Governing Regulations. The Design-Build Firm shall be solely responsible for all geotechnical aspects of the Project.

## **D.** Authority Commitments:

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

No.	Commitment	Responsible Party		
1	Maintain two lanes of traffic in each direction in accordance with the lane closure restrictions shown in the RFP.			
2	Payment into the City of Tampa's Tree Fund as mitigation for trees removed by the project per existing ordinance, as directed by the Authority.			
3	Clean, Desilt, Video Inspect and construct CIPP Liner on the existing storm drain trunk lines and two laterals along Twiggs St. within the project limits.	DB Firm		
4	Construct replacement of existing span-wire signals with mast arm signals at Twiggs/Nebraska Intersection (JPA with FDOT).	DB Firm		
5	Install highly-visible variable message signs in both directions of travel for the Twiggs Street Garage to inform motorists when the east entrance is open in accordance with the COT study provided with the RFP as a Reference Document.			
6	Provide sidewalks as shown in the Concept Plans which have been accepted by the City of Tampa. The sidewalks shall be a minimum of 15' wide except for as shown in the Concept Plans and the sidewalk alignment shall not deviate from the Concept Plans.			
7	Apply for and be issued a FDOT Construction Agreement prior to beginning any permitted construction activities (JPA Section 1.4).	DB Firm/ Authority		
8	Submit 90% plans, final plans, RFC plans, and any associated specifications or calculations of the signalization component for Department review.	DB Firm/ Authority		
9	The U.S. Department of Homeland Security's E-Verify system shall be utilized to verify the employment eligibility of all new employees hired by any contractor or subcontractor performing work or providing services pursuant to this contract during the contract term.	DB Firm		
10	A FDOT Pre-Qualified Design-Build Contractor shall be hired for construction and a FDOT Pre-Qualified Consultant shall be hired for Construction Engineering Inspection	Authority		
11	Verify the low bidder recommended for award is not on the State and Federal suspension/debarment list using the following websites:   • <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a> • <a href="https://www.dot.state.fl.us/construction/legal/NewSuspension.shtm">https://www.sam.gov/portal/SAM/#1</a> • <a href="https://www.dot.state.fl.us/construction/legal/NewSuspension.shtm">https://www.dot.state.fl.us/construction/legal/NewSuspension.shtm</a> • <a href="https://fms.fdot.gov/Anonymous/SendDocumentToClient?documentid=362">https://fms.fdot.gov/Anonymous/SendDocumentToClient?documentid=362</a>	Authority		

12	In addition to the Authority, any and all contractors, subcontractors, consultants, and subconsultants performing work or providing services pursuant to this Project, shall cause the Department to be made an additional insured on any and all liability policies providing coverage to said contractors, subcontractors, consultants, and subconsultants for their operations relating to this Project.	DB Firm
13	Add one westbound lane along Twiggs Street from Nebraska Avenue to the southbound right-turn lane from Meridian Avenue/Selmon Expressway REL as depicted in the Concept Plans.	DB Firm
14	Maintain or remove driveway and side street connections from Twiggs Street as depicted in the Concept Plans.	DB Firm
15	Mill and resurface for the limits shown in the Concept Plans. Provide the number of lanes and lane widths as depicted in the Concept Plans. No reduction in permanent design speed on all facilities. No reduction in the Access Classification and Control except as depicted on the Concept Plans.	DB Firm
16	TECO intersection lighting shall be accommodated on the proposed mast arms with brackets in accordance with the Concept Plans. Final signalization layout shall be provided to TECO, COT, and FDOT.	DB Firm

#### E. Environmental Permits:

#### 1. Storm Water and Surface Water:

Plans shall be prepared in accordance with Chapters 373 and 403 (F.S.) and Chapters 40 and 62 (F.A.C.).

#### 2. **Permits:**

The Design-Build Firm shall provide the Authority with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit time extensions, for review and approval by the Authority prior to submittal to the agencies.

All applicable data shall be prepared in accordance with Chapter 373 and 403, Florida Statutes, Chapters 40 and 62, F.A.C.; Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, 23 CFR 771, 23 CFR 636, and parts 114 and 115, Title 33, Code of Federal Regulations. In addition to these Federal and State permitting requirements, any dredge and fill permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition of all applicable permits, approvals, and/or exemptions will be the responsibility of the Design-Build Firm. Preparation of all documentation related to the acquisition of all applicable permits will be the responsibility of the Design-Build Firm. Preparation of complete permit packages will be the responsibility of the Design-Build Firm. The Design-Build Firm is responsible for the accuracy of all information included in permit application packages. As the permittee, the Authority is responsible for reviewing, approving, and signing, the permit application package including all permit modifications, or subsequent permit applications. Once the Authority has approved the permit application, the Design-Build Firm is responsible for submitting the permit application to the environmental permitting agency. A copy (electronic and hard copy) of any and all correspondence with any of the environmental permitting agencies shall be sent to the Director of Expressway Operations (DEO). If any agency rejects or denies the permit application, it is the Design-Build Firm's responsibility to make whatever changes necessary to ensure the permit application is approved. The Design-Build Firm shall be responsible for any necessary permit extensions or re-permitting in order to keep the environmental permits

valid throughout the construction period. The Design-Build Firm shall provide the Authority with draft copies of any and all permit applications, including responses to agency Requests for Additional Information, requests to modify the permits and/or requests for permit extensions, for review and approval by the Authority prior to submittal to the agencies.

The Design-Build Firm will be required to pay all permit fees. Any fines levied by permitting agencies shall be the responsibility of the Design-Build Firm. The Design-Build Firm shall be responsible for complying with all permit conditions.

The Authority will have up to 15 calendar days (excluding weekends and Authority observed holidays) to review and comment on the draft permit package. The Design-Build Firm will address all comments by the Authority and obtain Authority approval, prior to submittal of the draft permit. The Design-Build Firm shall be solely responsible for all time and costs associated with providing the required information to the Authority, as well as the time required by the Authority to perform its review of the permit package, prior to submittal of the permit application(s) by the Design-Build Firm to the regulatory agency(ies).

The Design-Build Firm shall be responsible for procurement of all applicable Florida Department of Transportation (FDOT), and City of Tampa permits and approvals. These may include, but are not limited to right-of-way use, access, and stormwater/drainage, etc.

However, notwithstanding anything above to the contrary, upon the Design-Build Firm's preliminary request for extension of Contract Time, pursuant to Division I, Subarticle 8-7.3, being made directly to the DEO, the Authority reserves unto the DEO, in their sole and absolute discretion, according to the parameters set forth below, the authority to make a determination to grant a non-compensable time extension for any impacts beyond the reasonable control of the Design-Build Firm in securing permits. Furthermore, as to any such impact, no modification provision will be considered by the DEO unless the Design-Build Firm clearly establishes that it has continuously from the beginning of the Project aggressively, efficiently and effectively pursued the securing of the permits including the utilization of any and all reasonably available means and methods to overcome all impacts. There shall be no right of any kind on behalf of the Design-Build Firm to challenge or otherwise seek review or appeal in any forum of any determination made by the DEO under this provision.

#### F. Railroad Coordination:

The Design-Build Firm shall provide all coordination with the CSX Corporation and/or CSX Transportation, Inc. (CSX) to obtain all required railroad permits and approvals necessary for FDOT to issue a Railroad "Clear" Letter prior to receiving Authority approval of the Release for Construction (RFC) Plans. All required Railroad Reimbursement Agreements will be between CSX and the Design-Build Firm. The Design-Build Firm is responsible for all railroad permitting costs including required watchman or flagging services. The Design-Build Firm shall provide copies of the approved Agreements to the Authority. The Design-Build Firm must make the necessary arrangements with CSX prior to encroachments into the railroad rights-of-way.

Based on the Authority's Concept Plans, it is anticipated that protective services (i.e., watchman or flagging services) furnished by CSX may be required. The Design-Build Firm is responsible for providing the Engineer and the railroad superintendent with a minimum of forty-five (45) days written advance notice if the Design-Build Firm's design and construction concept requires protective services (i.e., watchman or flagging services) furnished by CSX for less than twenty (20) consecutive days (short-term). The Design-Build Firm is responsible for providing the Engineer and the railroad superintendent with a minimum of six (6) months written advance notice if the Design-Build Firm's design and construction concept requires design and construction concept requires days (short-term).

protective services (i.e., watchman or flagging services) furnished by CSX for twenty (20) or more consecutive days (long-term). The Design-Build Firm shall coordinate the scheduling of protective services.

## G. Survey:

The Design-Build Firm shall perform all surveying (Terrestrial, Mobile and/or Aerial) and mapping services necessary to complete the Project. Survey services must also comply with all pertinent Florida Statutes (Chapters 177 and 472, F.S.) and applicable rules in the Florida Administrative Code (Rule Chapter 5J-17, F.A.C.). All field survey data will be furnished to the Authority in a Department approved digital format, readily available for input and use in CADD Design files. All surveying and mapping work must be accomplished in accordance with the Department's Surveying and Mapping Procedure, Topic Nos. 550-030-101, the Surveying and Mapping Handbook.

## H. Verification of Existing Conditions:

The Design-Build Firm shall be responsible for verification of existing conditions, including research of all existing City of Tampa, Department, and Authority records and other information.

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

#### I. Submittals:

## • Component Submittals:

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

The Design-Build Firm shall not divide the project into separate areas and submit components for each area.

#### • 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. The review period commences upon the Authority's receipt of the valid submittal or re-submittal and terminates upon the transmittal of the submittal back to the Design-Build Firm. The Authority's review is not meant to be a complete and detailed review. 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".

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

6 copies of 11" X 17" plans

- Line and Grade/Traffic Control Master Plan
- Preliminary Drainage Plan
- Lighting Master Plan
- Overhead Signing Master Plan
- 1 draft Typical Section Package

1 draft Pavement Design Package

1 draft geotechnical report

1 copy of design documentation

1 copy of Technical Special Provisions

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

3 flash drives containing the above information in .pdf format

#### 90% Phase Submittal

6 copies of 11" X 17" plans

1 signed and sealed geotechnical report

1 signed and sealed Typical Section Package

1 signed and sealed Pavement Design Package

1 copy of design documentation

1 copy of Technical Special Provisions

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

3 flash drives containing the above information in .pdf format

#### 100% (Final Submittal)

2 sets of signed and sealed 11" X 17" plans

2 copies of signed and sealed 11" X 17"

2 sets of signed and sealed design documentation

1 signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package

2 copies of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package

2 sets of electronic copies of Technical Special Provisions on CD

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

2 flash drives containing the above information 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 and plans and specifications. The Authority's review of submittals and subsequent Released for Construction is to assure that the Design-Build Firm's 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 Design-Build Firm's entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the Engineer of Record 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.

#### **RFC (Release for Construction)**

- Plan Set, submitted electronically, digitally signed and sealed.
- 2 ea. hard copy 11" x 17" set of plans (printed from digitally signed and sealed set)

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 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 is at the Design-Build Firm's risk and 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.

The 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, including all permitting agency As-Builts, prior to issuing Final Acceptance of the project in order to complete the As-Built Plans. The Authority shall also review the as-built plans and Project documentation and perform such additional inspections as it requires to verify completion of the Project. Modifications to any submitted As-Built material as requested by the Authority, FDOT, or the City of Tampa shall be completed by the Design-Build Firm. The Authority will withhold five percent (5%) retainage until the As-Built Plans have been received and accepted by THEA and all permitting agencies.

The Authority shall accept the As-Built Plans and related documents when in compliance with FDOT 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 plans
- 2 sets of 11 "X 17" copies of the signed and sealed plans
- 1 set of design computations, signed and sealed, bound in 8<sup>1</sup>/<sub>2</sub>" x 11" sheets
- 1 sets of final documentation (if different from final component submittal)
- 2 (two) sets of survey information, including electronic files and field books
- 2 (two) Final Project flash drives containing the items listed above

The Design-Build Firm shall also submit the as-built drawings in CADD files, using a format and layering system reasonably acceptable to the Authority.

The Design-Build Firm shall complete all As-Built requests as required by all permitting agencies.

#### • Milestones:

Component submittals, in addition to the plan submittals listed in the previous section will be required. In addition to various submittals mentioned throughout this document the following milestone submittals will be required.

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

#### **Railroad Submittals: (If applicable)**

3 sets of the plan sheets listed below are required for review by the railroad. The DB Firm is responsible for coordinating the reviews and shall include the Authority involved in all correspondences. The required sheets are:

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

### J. Contract Duration:

The Authority has established a Contract Duration of 365 calendar days for the subject Project.

#### K. Project Schedule:

The Design-Build Firm shall submit a Schedule, in accordance with Subarticle 8-3.2 (Design-Build Division I Specifications). The Design-Build Firm's Schedule shall allow for up to fifteen (15) calendar days (excluding weekends and Authority, FDOT, and City of Tampa observed Holidays) review time for the Authority's review of all submittals with the exception of Category 2 structures submittals. The review of Category 2 structures submittals requires FDOT Central Office involvement and the Schedule shall allow for up to twenty (20) calendar days (excluding weekends and Authority and City of Tampa, observed Holidays) for these reviews. The Design-Build Firm shall allow for 30 calendar days for shop drawing reviews and 20 calendar days for shop drawing resubmittals. Work at Risk shall not be included in the schedule.

The Design-Build Firm shall provide a submittal schedule a minimum of 60 calendar days prior to the Authority's receipt of the first submittal. All required submittals shall be shown in the schedule. Submittals include permit acquisitions, Typical Section submittals, Pavement design submittals, design exception submittals, design variance submittals, QMP, etc. The schedule shall be further broken down to detail the Design-Build Firm's expected component submittals and Project areas. The submittal schedule shall be updated on a monthly basis and will accompany the Design-Build Firm's monthly invoice.

The Authority will perform the review of Foundation Construction submittals in accordance with Section 455.

The following Special Events have been identified in accordance with Specification 8-6.4:

- MacDill Air Fest
- Ye Mystic Krewe Pirate Invasion Tuesday Before Gasparilla Parade
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest
- 2021 Super Bowl

In addition to the limitations on lane closures, and non-working days, the Authority may direct up to ten (10) days when no lane closures will be permitted. The contractor 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 RFI's, RFM's, RFC's, and NCR's
- Design Survey

- Submittal Reviews by the Authority
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Coordination and Planning of Dewatering and Removal of Contamination and Hazardous Material in conjunction with the Authority's Contamination and Remediation Contractor(s)
- Dewatering and Removal of Contamination and Hazardous Material
- Drainage Analysis (Including Temporary)
- Drainage Design (Including Temporary)
- Drainage Construction (Including Temporary)
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Roadway/Maintenance of Traffic Design
- Roadway Construction
- Railroad Crossing Construction Coordination with CSX (via the Authority)
- Utility Design (work performed under UWHCA)
- Utility Construction (work performed under UWHCA)
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization Design
- Signalization Construction
- Intelligent Transportation System Design
- Intelligent Transportation System Construction
- Intelligent Transportation System Testing
- Lighting Design
- Lighting Construction
- Landscape Plans
- Permit Submittals
- Maintenance of Traffic Set-Up, Maintenance, and Take-Down (per duration)
- Erosion Control 30 Day Notice to Integrator for Testing
- Holidays and Special Events (shown as non-work days)
- Utility Coordination/Relocation
- Subsurface Utility Engineering
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

#### L. Key Personnel/Staffing:

The Design-Build Firm's work shall be performed and directed by key personnel identified in the Letter of Interest 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 DEO. 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 Letter of Interest and/or Technical Proposal. The Design-Build Firm shall have available professional staff meeting the minimum training and experience set forth in Florida Statute Chapter 455.

## M. Partner/Teaming Arrangement:

Partner/Teaming Arrangements of the Design-Build Firm (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the Letter of Interest 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 DEO. The Authority shall have sole discretion in determining whether or not the proposed substitutions in Partner/Teaming Arrangements are comparable to the Partner/Teaming Arrangements identified in the Letter of Interest and/or Technical Proposal.

## N. Meetings and Progress Reporting:

The Design-Build Firm shall anticipate periodic meetings with Authority personnel and other agencies as required for resolution of design and/or construction issues. These meetings may include:

- Authority technical issue resolution
- Local government agency coordination
- Maintenance of Traffic Workshop
- Pavement Design Meeting
- Drainage Design coordination meetings
- Permit agency coordination
- Scoping Meetings
- System Integration Meetings

During design, the Design-Build Firm shall meet with the Authority's Project Manager on a bi-weekly basis and provide a two-week look ahead of the activities to be completed during the upcoming two weeks.

During construction, the Design-Build Firm shall meet with the Authority's Project Manager 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, on a monthly basis, provide written progress reports that describe the items of concern and the work performed on each task.

#### O. Public Involvement: NOT APPLICABLE

## P. Quality Management Plan (QMP):

1. **Design:** 

The Design-Build Firm shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications, geotechnical and other services furnished by the Design-Build Firm under this contract.

The Design-Build Firm shall provide a Design Quality Management Plan, which describes the Quality Control (QC) procedures to be utilized to verify, independently check, and review all 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 which 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, which may be used by the Design-Build Firm. 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.

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 Department's Materials Acceptance Program.

#### Q. Liaison Office:

The Authority and the Design-Build Firm will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project.

## R. Engineers Field Office: NOT APPLICABLE

## S. Schedule of Values:

The Design-Build Firm is responsible for submitting estimates requesting payment. Estimates requesting payment will be based on the completion or percentage of completion of tasks as defined in the schedule of values. Final payment will be made upon final acceptance by the Authority of the Design-Build Project. Tracking SBE participation will be required. The Design-Build Firm must submit the schedule of values to the Authority for approval. No estimates requesting payment shall be submitted prior to Authority approval

of the schedule of values. The Design-Build Firm shall submit a separate estimate for the signal replacement work at the Nebraska Ave./Twiggs St. intersection supported by its own schedule of values.

Upon receipt of the estimate requesting payment, the Authority's Project Manager will make judgment on whether or not work of sufficient quality and quantity has been accomplished by comparing the reported percent complete against actual work accomplished.

#### T. Computer Automation:

The 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.

#### U. Construction Engineering and Inspection:

The Authority is responsible for providing Construction Engineering and Inspection (CEI) and Verification Testing.

#### V. Testing:

The Authority or its representative will perform verification and resolution sampling and testing activities at both on site, as well as, off site locations such as pre-stress plants, batch plants, structural steel and weld, fabrication plants, etc. in accordance with the latest Specifications.

#### W. Value Added:

The Design-Build Firm may provide Value Added Project Features, in accordance with Article 5-14 of the Specifications for the following features:

- Roadway features
- Roadway drainage systems,
- Lighting
- And any other products or features the Design-Build Firm desires.

The Design-Build Firm shall develop the Value Added criteria, measurable standards, and remedial work plans in the Design-Build Firm's Technical Proposal for features proposed by the Design-Build Firm.

## X. Adjoining Construction Projects:

The Design-Build Firm shall be responsible for coordinating 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, or other regional and state agencies.

The Design-Build Firm shall consider and include in the Construction Plans and Bid Price Proposal, any and all temporary detours or diversions required to facilitate traffic movements into and out of the project limits; notwithstanding the alignment, lane positioning and/or grade differences of traffic conditions on those adjacent projects

#### Y. Issue Escalation:

In the event issues arise during prosecution of the work, the resolution of those issues will be processed as described below unless revised by a project specific Partnering Agreement:

The escalation process begins with the Construction Project Manager (CEI). All issues are to be directed to the CEI. If the issue cannot be resolved by the CEI in coordination with the General Engineering Consultant representing THEA as applicable, the General Engineering Consultant representing THEA shall forward the issue to the DEO who will coordinate with the General Engineering Consultant representing THEA and CEI, as applicable. 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 DEO, the CEI 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.

#### VI. 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. Vibration and Settlement Monitoring:

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any

necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for Authority acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout the Construction Period. The Design-Build Firm is responsible for establishing maximum settlement and vibration thresholds equivalent to or lower than the Department Specification requirements for all construction activities, including vibratory compaction operations and excavations.

Submittals for Settlement and Vibration Monitoring Plan (SVMP) shall include the following as a minimum:

- Identify any existing structures that will be monitored for vibrations during the construction period including the adjacent school and historic Union Station.
- Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.
- Identify any existing structures that will be monitored for settlement during the construction period.
- Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.
- Identify any existing structures that require pre-construction and post-construction surveys.

The Authority will perform the review of Vibration and Settlement submittals in accordance with Department Specifications.

#### C. Construction Noise:

The Design-Build Firm shall use means and methods of construction that minimize noise throughout all phases of the Project. Location of mobile and stationary equipment such as, air compressors, generators, pumps, etc., shall be such as to minimize impact to businesses and residences in the vicinity of the Project. All equipment associated with the work must be equipped with noise suppression devices which must be maintained in their original operating condition considering normal wear. Manufacturer installed noise suppression devices such as mufflers, engine covers, insulation, etc. must not be removed nor rendered ineffectual nor remain off the equipment while the equipment is in use. Additional noise suppression, beyond standard manufacturer feature, shall be used where necessary to comply with local ordinances.

The Design-Build Firm shall follow all local noise ordinances and shall coordinate with the local entities enforcing said ordinances prior to the beginning of construction.

The use of vibratory rollers will not be allowed.

#### D. Geotechnical Services:

The authority has provided geotechnical exploration materials as a reference document in this RFP. No additional field exploration or testing shall be performed by any Design-Build Firm prior to the contract award date.

#### Driven Pile Foundations for Bridges and Major Structures – Not Applicable

#### **Drilled Shaft Foundations for Miscellaneous Structures**

The Design-Build Firm shall be responsible for the following:

- 1. Performing the subsurface investigation in accordance with the Soils and Foundations Handbook.
- 2. Preparing and submitting a Drilled Shaft Installation Plan for the Authority's acceptance. Drilled shafts within six (6) shaft diameters of each other shall not be excavated concurrently. Excavation of a drilled shaft within six (6) shaft diameters of a recently poured shaft shall not commence until the concrete of the recently poured adjacent shaft has obtained final set as defined by ASTM C-403.
- 3. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
- 4. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
- 5. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity testing on any shaft suspected of containing defects.
- 6. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
- 7. Submitting Foundation Certification Packages in accordance with the specifications.
- 8. Providing safe access and cooperating with the Authority in verification of the drilled shafts, both during construction and after submittal of the certification package.

#### **Spread Footings Foundations**

The Design-Build Firm shall be responsible for the following:

- 1. Evaluating geotechnical conditions and designing the spread footing.
- 2. Constructing the spread footing to the required footing elevation, at the required soil or rock material, and at the required compaction levels, in accordance with the specifications.
- 3. Inspecting and documenting the spread footing construction.
- 4. Submitting Foundation Certification Packages in accordance with the specifications.
- 5. Providing safe access and cooperating with the Authority in verification of the spread footing, both during construction and after submittal of the certification package.

#### **Specialty Geotechnical Services Requirements**

Specialty geotechnical work is any alternative geotechnical work not covered by Department Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

- Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- A field testing and instrumentation program to verify design assumptions and performance,
- A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet requirements,
- A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFD EOR) that includes inspection, sampling, and testing to verify the material,

products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the Authority's independent verification.

• A certification process.

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for Authority's review within 15 business days. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFD EOR certifying that the specialty geotechnical work meets the requirements. The Authority may issue comments and require additional verification testing.

#### E. Utility Coordination:

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager (UCM) and shall be identified in the Design-Build Firm's proposal. The Design-Build Firm shall notify the Authority in writing of any change in the identity of the Utility Coordination Manager. The Utility Coordination Manager shall have the following knowledge, skills, and abilities:

- 1. A minimum of 4 years of experience performing utility coordination in accordance with Department standards, policies, and procedures.
- 2. Knowledge of the Department plans production process and utility coordination practices,
- 3. Knowledge of Department agreements, standards, policies, and procedures.

The Design-Build Firm's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

- 1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
- 2. Identifying all existing utilities and coordinating any new installations
- 3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build firm's plans.
- 4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- 5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
- 6. Identifying, preparing, reviewing, and facilitating any agreement required for any utility work needed through final approval and execution. The UCM shall also be responsible for monitoring and reporting the performance of all involved parties under said agreement.
- 7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the Authority for review, all Utility Agreements.
- 8. Resolving utility conflicts.
- 9. Obtaining and maintaining all appropriate "Sunshine State One Call of Florida" tickets.
- 10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
- 11. Providing periodic Project updates to the Authority's Project Manager as

requested.

- 12. Coordination with the Authority on any issues that arise concerning reimbursement of utility work costs.
- 13. Complying with the electrical and communications requirements for toll facilities.

The following Utility Agency/Owners (UA/O's) have been identified by the Authority as having facilities within the Project corridor for which Authority contemplates an adjustment, protection, or relocation is possible. It is anticipated that each UA/O will be responsible for the adjustment, protection or relocation of their own facilities at their own cost (non-compensable)., The Design-Build Firm shall coordinate with the applicable UAOs for the relocations that are to be accomplished during the Design-Build project. The Design-Build Firm shall confirm all relocations with respect to their design. Should additional relocations be required, it is the responsibility of the Design-Build Firm to account for said relocations in their schedule and bid.

UAO	Utility Relocation Type	
Bright House Networks	Adjust/Relocate Vault, BTV Conduit	
Century Link (National)	Adjust handholds	
City of Tampa Water	Adjust water meter boxes, valve boxes, tops/risers	
City of Tampa Wastewater	Adjust Manhole Covers	
Fiber Light, LLC	Adjust Fiber Optic Cable and Handholds	
Frontier Communications	Adjust Manhole, Adjust Existing Conduit, Add	
	new Conduit. Remove/Grout Fill	
Sprint Communications Company L.P.	Monitor and Protect B.I.P./FOC	
TECO		
Tampa Electric Company	Remove and Install Distribution Pole and	
	Overhead Electric, and Lighting	
TECO Peoples Gas	Adjust Valve Covers	

#### Table B - Summary of UAOs having facilities within the Proposed Project Limits

Utility	Contact	Phone	Email	Address
Bright House	Mark	813-436-2118	Mark.Giurbino@charter.co	4145 S. Falkenburg Road, Suite 4.
Networks	Giurbino		<u>m</u>	Riverview, FL 33578
Century Link	Walid	813-605-7951	Walid.Mosallam@centuryli	5908-A Hampton Oaks Pkwy
(National)	Mosallam		<u>nk.com</u>	Tampa, FL 33610
City of Tampa	Brian Paszko	813-274-8105	Brian.Paszko@tampagov.n	1104 E. Twiggs St., Suite 200
Transportation	Brian Paszko	813-274-8105	<u>et</u>	Tampa, Florida 33602
City of Tampa	Jack Ferras	813-274-8095	Jack.Ferras@tampagov.net	2545 Guy N. Verger Boulevard
Wastewater				Tampa, Florida 33605
City of Tampa	Kimani	813-274-7391	Kimani.Thomas@tampago	306 E. Jackson Street
Water	Thomas		<u>v.net</u>	Tampa, Florida 33602
Crown Castle	Danny	786-610-7073	Danny.Haskett@crowncast	1601 NW 136th Ave., Suite A-200
Fiber	Haskett	/80-010-/0/3	<u>le.com</u>	Sunrise, FL 33323
Fiber Light LLC	LC Tim Green	813-877-7183	Tim.Green@fiberlight.com	6089 John's Road, Suite 7
Fiber Light, LLC				Tampa, Florida 33634
Frontier	Randall	813-892-9692	randall.james@ftr.com	3712 W Walnut St.

Communications	James			Tampa, FL 33607
Hillsborough County Sheriffs Office	Anthony C. Gay	813-290-2273	agay@hcso.tampa.fl.us	P.O. Box 3371 Tampa, Florida 33601
Verizon Business (MCI/XO)	Shawn Kahler	813-978-6542	<u>shawn.kahler@one.verizon.</u> com	7701 E. Telecom Parkway Temple Terrace, Florida 33637
Sprint Communications Company L.P.	Jon Baker	352-409-5095	jon.baker@sprint.com	360 South Lake Destiny, Suite A Orlando, Florida 32810
Tampa Electric Company	Heather Lovett	813-275-3433	HI I OVATIO TACOANATOV CO	2200 E. Sligh Avenue CSA- Standard Building C Tampa, Fl 33601
TECO Peoples Gas	Todd Weidley	813-917-5635	tweidley@tecoenergy.com	8416 Palm River Rd Tampa, FL 33619

The Design-Build Firm may request the utility to be relocated to accommodate changes from the conceptual plans; however, these relocations require the Authority's approval and the Authority will not pay the Utility Agency/Owner (UA/O) or the Design-Build Firm for the utility relocation work.

For utility relocation where the UA/O desires the work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedule and permit.

DEVIATION FROM THE CONCEPTUAL UTILITY RELOCATION PLAN: If the Design-Build Firm chooses to deviate from the conceptual plans and the scope of the impact to a utility depicted in the RFP, and thereby causes a greater impact to a utility, the Design-Build Firm shall be solely responsible for all increased costs incurred by the utility owner associated with the increase in the scope of the impact to a utility from that depicted in the RFP. The Design-Build Firm shall obtain an agreement from the utility owner being impacted which outlines the changes to the scope of the impact to a utility from that depicted in the RFP. The Design-Build Firm's obligation to compensate the utility owner for the additional costs above the costs which would have been incurred without the Design Build Firm's increase in the scope of the impact to a utility from that depicted in the RFP. The Design-Build Firm that depicted in the RFP. The Design-Build Firm's increase in the scope of the impact to a utility from that depicted in the RFP. The Design-Build Firm's increase in the scope of the impact to a utility from that depicted in the RFP. The Design-Build Firm's increase in the scope of the impact to a utility from that depicted in the RFP. The Design-Build Firm shall also provide a draft utility permit application acceptable to the Authority, FDOT, or City of Tampa as applicable for the placement of the utility owner's facilities based on the final design. Neither the Authority, FDOT, or City of Tampa shall compensate or reimburse the Design-Build Firm for any cost created by a change in scope of the impact to a utility from that depicted in the RFP, or be liable for any time delays caused by a change in scope of the impact to a utility from that depicted in the RFP.

All utility conflicts shall be fully resolved by the Design-Build Firm directly with the applicable utility, at no cost or expense to the Authority, FDOT, or City of Tampa, provided that no resolution shall impose any new or different obligations on the Authority, FDOT, or City of Tampa, or vary the terms of any permit or other authorization under which a utility occupies any part of the Authority, FDOT, or City of Tampa Property.

Any relocation of a utility to a new location within City of Tampa or FDOT owned right-of-way shall be coordinated with the City of Tampa or FDOT through the Authority to avoid creating conflicts with future Authority, FDOT, and City of Tampa projects.

Any fire hydrants on or adjacent to the Project right-of-way shall be kept accessible at all times and no material or obstruction shall be placed within fifteen (15) feet of any such fire hydrant. Heavy equipment

shall not be operated close enough to pipe headwalls or other structures to cause damage or displacement.

Any relocation agreements, plans, work schedules and permit application are to be forwarded to the Authority for review by the DEO and CEI. The CEI only reviews the documents and are not to sign them. Once reviewed, the utility permit application will be forwarded to the DEO for the permit to be signed and recorded.

#### F. Roadway Plans:

#### General:

The Design-Build Firm shall prepare the Roadway Plans Package. This work effort includes the roadway design and drainage analysis needed to prepare a complete set of Roadway Plans (including Temporary Traffic Control), Environmental Permits and other necessary documents.

#### **Design Analysis:**

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package and Drainage Analysis Report for review and concurrence by the Authority.

Any deviation from the Authority, City of Tampa's or Department's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. If a Design-Build Firm requests a Design Variation or Design Exception, it must be discussed prior to the submission of the Proposal. All such Design Variations and Design Exceptions must be approved or disapproved prior to the submission of the Proposal. Design Exceptions will be disclosed to all the Design-Build Firms via an Addendum..

All lanes within the project limits shall be a minimum of eleven feet wide.

#### **Roadway Design:**

See FDM Chapter 301 for Roadway Design sheets, elements and completion level required for each submittal.

- 1. **Typical Section Package:** 
  - Transmittal letter
  - Location Map
  - Roadway Typical Section(s)
    - 1. Pavement Description (Includes milling depth)
    - 2. Minimum lane, shoulder, median widths
    - 3. Slopes requirements
    - 4. Barriers
    - 5. Right-of-Way
  - Data Sheet
  - Design Speed
- 2. **Pavement Design Package:**

The design/build firm shall prepare a pavement design package in accordance with the FDOT Flexible Pavement Design Manual for the Twiggs Street Widening/Resurfacing. The following minimum requirements shall be met:

- Minimum design period: 20 years
- Minimum ESAL's: See FDOT AADT Traffic Data and Equivalent Single Axle Loading (ESAL) values Attachment.
- Minimum design reliability factors
  - Twiggs Street: 90%
- Twiggs Street (Nebraska Avenue to Meridian Avenue) Widening
  - Optional Base Group 1 (Type B-12.5 only)
  - Structural Course Type SP (Traffic B)  $(1\frac{1}{2})$
  - Friction Course FC-12.5 (Traffic B) (PG 76-22) (1<sup>1</sup>/<sub>2</sub>")
- <u>Constant Depth Milling</u>
  - Mill Existing Asphalt Pavement for Depth (1.50" average depth)
- <u>Resurfacing with Cross Slope Correction</u>
  - Overbuild (Traffic B) Thickness Varies
  - Friction Course FC-12.5 (Traffic B) (PG 76-22) (1<sup>1</sup>/<sub>2</sub>")

All pavement designs shall include 12" Type B Stabilization LBR 40. Higher traffic levels mix may be substituted in lieu of Traffic Level B mixes. If necessary, pavement design for reconstruction portions shall be provided by the DB Firm and meet all minimum requirements of the FDOT Flexible Pavement Design Manual.

In areas outside of the limits outlined above, where pavement markings have been removed for Maintenance of Traffic purposes, constant depth milling is required to remove scarred pavement. In those specific areas it is permissible to mill the existing friction course and resurface at the existing cross slope to replace the friction course.

Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.

#### 3. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Department's Drainage Manual; Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; and the requirements of the regulatory agencies and the City of Tampa. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, interchange drainage and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the City of Tampa's Stormwater Department, and the Authority will be required from the outset. Full documentation of all meetings and decisions are to be submitted to Authority. These activities and submittals should be coordinated through the Authority's Project Manager.

The exact number of drainage basins, outfalls and water management facilities (retention/detention areas,

weirs, etc.) floodplain compensation sites, and Impaired Water Body and Outstanding Florida Waters designations will be the Design-Build Firm's responsibility. The Design-Build Firm shall obtain approval of the stormwater treatment/attenuation design.

The Design-Build Firm shall perform video inspection on all existing cross drains and storm sewers within the project limits that are to remain. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFP. CIPP pipe liners are to be installed where needed as determined by the Authority based on the video inspection.

The Design-Build Firm shall maintain its work in such condition that adequate drainage will exist at all times. The construction of the Project shall not temporarily or permanently cause a material adverse effect to existing functioning storm sewers, gutters, ditches, and other run-off facilities.

Existing drainage systems both inside and outside the Project Right of Way that (a) convey runoff from the Project ROW and (b) are to remain in service, shall be cleaned and desilted to the first existing drainage structure downstream of the physical connection point, Right of Way, or limit of Project drainage improvement, whichever is further.

The Design-Build Firm shall be responsible for obtaining SWFWMD permits or exemptions as applicable for this project. The Design-Build Firm shall be responsible for permits or exemptions that accurately depict the final design.

Existing bridge deck drainage systems that tie into the existing drainage system shall be accommodated for with the proposed drainage improvements.

The use of inverted siphons shall not be allowed on this project.

Reinforced Concrete Pipe (RCP) shall be used for this project. The minimum RCP class shall be Class II.

Water tight joints shall be required for all pipes. In the event of a leak at a pipe joint, hydrostatic calculations shall be submitted by the Design-Build Firm to demonstrate that the joint(s) are water tight per FDOT Specifications. Field measurement of the ground water elevation shall be required at the location of the leak to perform the required calculations.

All precast storm sewer manholes and inlets shall have resilient connectors. The Design-Build Firm shall include the type of resilient connectors, any required pipe adaptors, and the pipe material for each structure in the drainage structure shop drawing submittals. Drainage structure shop drawings shall be reviewed and approved by the Drainage EOR. The Authority will not be responsible for approving the Drainage Structure Shop Drawings.

The Design-Build Firm shall provide a drainage design that incorporates galvanized grates and manhole covers. Inlets and manholes within City of Tampa ROW shall be in accordance with the City of Tampa's Stormwater Technical Manual and Standard Details.

The Design-Build Firm shall protect existing drainage structures during construction activities.

Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the Authority. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is <u>Mandatory</u> and is to occur fifteen (15)

calendar days (excluding weekends and Authority and City of Tampa observed holidays) after the Notice to Proceed.

The Design-Build Firm shall provide the Authority a signed and sealed Drainage Design Report. It shall include all drainage computations, both hydrologic and hydraulic. The Engineer shall include all necessary supporting data. The Drainage Design Report shall include, at a minimum, the following items:

- Comprehensive narrative such that another engineer experienced in drainage design, but not necessarily knowledgeable about the project, can understand the basis of and the intent of the design.
- Existing conditions drainage pattern discussion and existing drainage map
- Proposed conditions drainage pattern discussion and proposed drainage map
- Outfall and boundary conditions
- Tailwater conditions and supporting documentation
- Design criteria
- A link-node diagram for the existing and proposed drainage conditions shall be provided for all hydraulic modeling. The diagram shall include, at a minimum, node names, link names, and overall drainage divides and areas.
- The drainage areas, Tc, CN, and other supporting data
- Storm drain analysis (in approved format), including grate capacity for entire length of project.
- Ditch conveyance analysis if applicable
- Pavement drainage analysis (sheet flow, gutter flow, pavement spread, hydroplane, special gutter grades)
- Culvert service life analysis
- Structure and liner flotation analysis if applicable
- Temporary drainage during construction
- Supporting data for the above items
- Relevant correspondence

All calculations shall require the Authority's approval. The drainage documentation shall not solely reference any previously prepared design documentation or existing permit information as support for the Design-Build Firm's Project design. All pertinent information prepared by others shall be verified by the Design-Build Firm before being incorporated into the corresponding sections of the Project design documentation. An attachment of entire previously prepared documents will not be accepted.

The drainage documentation shall include a discussion which clearly states how the Project design is consistent with the existing or previously permitted condition. Where the Project design is not consistent with the existing or previously permitted condition, the documentation shall clearly describe the location of the change, the nature of the change and the permitting activities required to address the change. Drainage Plans shall include, at a minimum, the following items:

- Drainage Map and Regional Drainage Map
- Summary of Drainage Structures
- Roadway Plan/Profile Sheets (include all drainage structures)
- Drainage Structure Sections
- Drainage Detail Sheets if applicable

## G. Geometric Design:

The Design-Build Firm shall prepare the geometric design for the Project using the Design Standards and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, ADA requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum AASHTO and/or Department standards.

The Design-Build Firm shall not reduce the minimum number of lanes, minimum storage lengths, access points and access control for all roadways, auxiliary lanes, acceleration and deceleration lanes, and ramps as they are depicted in the Concept Plans.

All curbs, sidewalks and pedestrian crosswalks impacted by construction shall be restored to meet current standards. Standard galvanized steel railing shall be used for the protection of pedestrians and bicyclists from drop-off hazards. Proposed sidewalks within this Project shall be constructed with 6-inch thick concrete.

Fencing shall be installed on the north side of Twiggs Street to discourage pedestrian access east of the remaining driveway. The fence shall extend from just east of the remaining driveway and connect with the existing fence separating the parking lot from the THEA right-of-way approaching Meridian Avenue as shown in the Concept Plans.

## H. Design Documentation, Calculations, and Computations:

The Design-Build Firm shall submit to the Authority design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans. Design Documentation for all disciplines should include accompanying narratives as necessary so that another engineer experienced in that particular discipline, but not necessarily knowledgeable about the project, can understand the basis of and the intent of the design.

The design notes and computation sheets shall be fully titled, all pages 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  $8\frac{1}{2}$ " 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 CADD files.

The design documentation, notes, calculations and computations shall include, but not be limited to the following data:

- 1. Design Standards and criteria used for the Project
- 2. Geometric design calculations for horizontal alignments
- 3. Vertical geometry calculations
- 4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

## I. Structure Plans:

1. Bridge Design Analysis:

The Design-Build Firm shall analyze the existing bridge piers, verify that they meet the required vehicular collision force requirements, and design and construct remedial measures as needed to achieve the 600-kip rating.

## 2. Criteria

The Design-Build Firm shall incorporate the following into the design of this facility:

- a. All plans and designs are to be prepared in accordance with the Governing Regulations of Section V. A.
- b. Critical Temporary Retaining Walls: Whenever the construction of a component requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.
- c. Lightweight concrete shall not be permitted for structural applications.

### 3. Aesthetic Criteria:

All surfaces of overhead sign structures, high mast lighting poles, and traffic signal structures shall be galvanized per the Design Standards.

### J. Specifications:

Department Specifications and Special Provisions may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Department Specifications and Special Provisions shall not be used as a means of changing 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 Bid Price Proposals were due in the Authority Office, all Division II and III specifications provided as Attachments to this RFP, and any signed and sealed Technical Special Provisions. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package 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.

Upon review and approval by the Authority, the Construction Specifications Package will be stamped "Released for Construction" and initialed and dated by the Authority.

## K. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop

Drawings shall be in conformance with the FDM. 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 and approval of the Shop Drawing, the Authority will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted".

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.

## L. Sequence of Construction:

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

- 1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
- 2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions for a given traffic movement. Detours shall not be allowed.
- 3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
- 4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
- 5. Coordinate with adjacent construction Projects and maintaining agencies.

#### M. Stormwater Pollution Prevention Plans (SWPPP):

If applicable, the Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the Department's Project Development and Environment Manual and Florida Department of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES) shall be submitted for Authority review and approval. Authority approval must be obtained prior to beginning construction activities.

## N. Temporary Traffic Control Plan:

## 1. Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

The Temporary Traffic Control Plan shall be prepared by a certified designer who has completed the Department's Advanced Maintenance of Traffic training course, and in accordance with the Department's Design Standards and the FDOT Design Manual.

The Temporary Traffic Control Plan shall be constructed in the fewest phases as possible.

Local events and the Project's impact on these events (lane closures) shall be considered in the development of the Temporary Traffic Control Plan. These events are listed in Section V, K of this RFP document.

Existing number of travel lanes shall be maintained along Twiggs Street and the Selmon Expressway REL Exit Ramp at all times, except as specified during the lane closures identified below.

The Design-Build Firm shall follow the City of Tampa approved truck routes.

Modifications to local streets and traffic patterns will need to be clearly identified in the Traffic Control Plan. Modifications to traffic patterns to local streets will need to be approved by the local maintaining agency and will be the responsibility of the Design-Build Firm to obtain such approvals.

### 2. **Transportation Management Plan:**

Due to the projects' vicinity and the limited access nature of the Selmon Expressway, this project meets the criteria of a Significant Project. As such, a Transportation Management Plan (TMP) is required and shall be developed by the Design-Build Firm.

A TMP will consist of three components:

- (1) Temporary Traffic Control (TTC) plan component;
- (2) Transportation Operations (TO) component; and
- (3) Public Information (PI) component

Additional information can be found in FDM Chapter 240.

#### 3. **Temporary Traffic Control Plans:**

The Design-Build Firm shall utilize Series 102 of the Department's Standard Plans where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details as necessary for proper construction and implementation of the Temporary Traffic Control Plan, which include the following:

- (1) typical sections/ cross section sheet(s)
- (2) general notes and phasing notes
- (3) traffic control plan sheet(s)
- (4) special details, such as drainage structures or temporary roadway lighting
- (5) retaining wall and sheet piling details as needed

- (6) horizontal/vertical alignment for all temporary alignments
- (7) pedestrian accommodations
- (8) off-site detours

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.

The Design-Build Firm shall maintain existing pedestrian access on all sidewalks, transit facilities, and at all intersections. Pedestrian sidewalks and paths shall be maintained and continue to conform to ADA requirements.

The Temporary Traffic Control Plans shall be prepared and included with all Roadway Plan submittals and may not be a standalone plan set prior to RFC.

## 4. **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 local emergency agencies, the media and the PIO.

There will be NO LANE CLOSURES allowed **Mondays through Fridays** between the hours of **6:00** AM to **9:00** AM Eastbound and Westbound, and Mondays through Fridays Eastbound from **2:00** PM to **7:00** PM. All lane closures, including ramp closures, must be reported to the local emergency agencies, the media and the Authority's Project Manager.

In addition to the limitations on lane closures, and non-working days in Section V., K., the Authority may direct up to 10 days when no lane closures will be permitted. The contractor will be provided no less than 24-hour notice of these events and shall be at no additional cost or time to the Authority.

When median closures are restricted, the subsequent median turn lane shall be opened. All lane closures, including ramp closures, shall be reported to the local emergency agencies, the media and the Authority PIO a minimum of 14 calendar days prior to each closure. In addition, the Design-Build Firm shall develop the MOT scheme and TTC Plans such that all lanes of traffic can be opened promptly in the event of an emergency.

Any lane closures in excess of the times listed in the lane closure restrictions will be subject to Damage Recovery, which will be assessed as noted in the Design-Build Division 1 Specifications. Fees for lane closures will apply to each location of lane closure separately, with a capped fee per location, per direction, and per day.

#### O. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permittable. The Design-Build Firm will be responsible for any required permit fees. All permits required for a particular construction activity will be acquired prior to commencing the particular construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection,

agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. As the permittee, the Authority is responsible for reviewing, approving, signing, and submitting the permit application package including all permit modifications, or subsequent permit applications.

As the permittee, the Authority is responsible for reviewing, approving, and signing the permit application package including all permit modifications, or subsequent permit applications.

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

- 1. SWFWMD Water Quality/Quantity Exemption
- 2. Contaminated Materials
- 3. FDOT Construction Agreement
- 4. City of Tampa Approvals (Various)

### 1. SWFWMD (Southwest Florida Water Quality/Quantity Exemption)

SWFWMD has indicated that the proposed improvements meet the qualifications for an exemption from stormwater quality treatment and stormwater attenuation. The Design-Build firm is still responsible for verifying that the proposed roadway improvements will not adversely impact the existing storm drain system. In addition, should it become apparent that the project no longer meets SWFWMD exemption criteria, the Design-Build Firm will notify the Authority immediately.

2. Contaminated Materials

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that avoid potential contamination impacts and that are permittable. In the event that previously unknown contaminated areas are identified that could potentially impact the project, the Design-Build Firm shall contact the Authority immediately.

The Authority will require the Design-Build Firm to dispose of all oil, chemicals, fuel, etc. utilized to construct the Project and/or execute Project work in an acceptable manner according to local, state, and federal regulation and forbid dumping of contaminants on the ground, canals, or other water bodies. The Design-Build Firm shall indemnify the Authority and the Department against any and all claims arising from improper handling of contaminated materials. The Design-Build Firm shall also be solely and totally responsible at its own cost for completely cleaning up any contamination caused by its own activities. This includes, but is not limited to, spillage/leakage of contaminants from equipment and/or portable tanks used in constructing the Project.

# P. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Department criteria. As part of the Authority Commitments, Variable Message Signs shall be installed in both directions of travel on Twiggs Street at the east parking garage (located west of Nebraska Ave.) access driveways alerting drivers to the when the entrance is open. Begin and end signing limits will extend beyond begin and end Project limits, and other limits of construction, to adequately inform the drivers of downstream decision points.

All signs shall be placed such that the sign will not be obscured partially or as a whole by any other element, including: bridge abutments, column structures, landscaping, support structure upright of any sign, signal, lighting or ITS element. All signs shall meet the minimum visibility distance requirements.

Crosswalks shall be provided at cross streets, on or off ramps, major driveways, and all approaches at signalized intersections for pedestrian crossings unless otherwise noted here in. All crosswalks shall be special emphasis type and marked utilizing preformed thermoplastic materials.

The signing and pavement marking plans shall include overhead sign cross section sheets (excluding bridge mounted signs) clearly showing proposed/existing foundations (excluding bridge mounted signs), sign structure, sign panel/s, panel locations, finished roadway and ground surface with resulting vertical clearance, any overhead and underground utilities if applicable, lighting and ITS facilities, and any other roadway features such as barrier walls, guardrails and ditches.

All above ground hazards (i.e. sign structures, overhead structures, signal and light poles) shall be placed at the required clear zones as applicable by the design standards. It will not be acceptable to place guard rails or barrier walls for the sole purpose of protecting those elements placed in the clear zones.

The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the Authority. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the Authority.

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multipost sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

# Q. Lighting Plans:

The Design-Build Firm shall coordinate with TECO, City of Tampa, and the Florida Department of Transportation for replacement of intersection lighting.

## **R.** Signalization:

The Design-Build Firm shall prepare Signalization Plans in accordance with Department and City of Tampa criteria. The Design-Build Firm may contact Mr. Vik Bhide, Transportation and Stormwater Services Director, City of Tampa Transportation & Stormwater Services, 1104 East Twiggs Street, Suite 200, Tampa, FL 33602, (813) 274-8066, for any City of Tampa specific criteria beyond Department requirements. Plans shall be accurate, legible, and complete in design, drawn to the scale indicated in the Department's manuals.

Signalization plans are required for all signalized intersections within the Project limits that are impacted by the Project. Impact(s) to existing traffic signal includes: lane addition/deletion, change in lane assignment and/or alignment at an approach to a signal, and physical conflict with or modification to an existing signal equipment. Impact(s) to existing pedestrian crossings include: add or modify pedestrian crossing alignment, add or modify existing pedestrian equipment, extending or shortening of existing pedestrian crossing, begin/end points in an approach to a signalized intersection. A signal head per lane (excluding certain turn-lanes that do not require dedicated signal heads) shall be provided when implementing any changes to an existing traffic signal.

The following signal work is required at the signalized intersections within the Project limits:

1. Twiggs Street at Nebraska Avenue

This signalized intersection shall be upgraded from the existing span-wire supported signals to mast arm supported signals with pedestrian signals adjusted to match crosswalk alignment. The mast arm in the southwest quadrant of the intersection shall be designed to accommodate a luminaire as shown on the Concept Plans and designed by TECO.

2. Twiggs Street at Meridian Avenue

There shall be no changes to this signalized intersection. Modifications to the existing railroad signals and crossing gates may be required. That work will be coordinated with CSX railroad by the Authority. All existing and proposed signals shall maintain the existing interconnect at all times throughout the duration of the project.

The Design-Build Firm shall be responsible for all repairs due to damages to the existing interconnect facility. The Design-Build Firm shall coordinate with the local maintaining agency regarding its signalization requirements including, but not limited to: type of controller, cabinet, signal wire, and, pull box types.

### S. Intelligent Transportation System:

#### 1. General

The Design-Build Firm shall prepare Intelligent Transportation Plans in accordance with the City of Tampa and Department criteria, including but not limited to the ITS Standard Specifications for all proposed work. Plans shall be accurate, legible, and complete in design, drawn to the scale indicated in the City of Tampa criteria and in Department's manuals. When conflicts between the City of Tampa criteria and the Department's criteria exist, coordinate with the City of Tampa and the Department for resolution.

The Design-Build firm is responsible for ensuring project compliance with the Regional ITS Architecture and Rule 940 as applicable.

#### 2. Design and Engineering Services:

The Design-Build Firm shall be responsible for all ITS design and engineering services relating to the Project. All ITS system components shall be new unless otherwise identified for relocation.

The design of the new system shall integrate with the existing devices. The design shall include the necessary infrastructure and components to ensure proper connection of the new ITS components. This shall include but not be limited to all proposed ITS components of this project as well as existing sub-systems that remain or are re-deployed as the final project.

At a minimum, the ITS work in this project consists of the following major components:

• Replacement of any ITS System components that are impacted by the Design-Build Firm's scope

of work as approved by the Authority and the City of Tampa. All equipment shall be new unless otherwise specified.

- Removal of any ITS System components that are impacted by the Design-Build Firms scope of work as approved by the Authority and the City of Tampa.
- Design and Installation of all fiber communication, ITS control equipment. Design and testing of the CCTV/Intelligent Transportation System and equipment installed by the Design Build firm must follow project specifications and requirements.

# **3.** Construction and Integration Services:

The Design-Build Firm shall be responsible for all ITS construction and integration services.

### 4. Testing and Acceptance:

All equipment furnished by the Design-Build Firm shall be subject to monitoring and testing to determine conformance with all applicable requirements. The Design-Build Firm is responsible for the coordination and performance of material inspection and testing, field acceptance tests, and system acceptance tests. The times and dates of tests must be accepted in writing by the Authority Project Manager. The Design-Build Firm shall conduct all tests in the presence of the Authority Project Manager or designated representative.

## 5. Existing Conditions

The existing ITS components and system located within the project limits shall not be disturbed or impacted whenever possible. The Design-Build Firm shall conduct field surveys and provide a complete inventory with locations of all existing ITS components and infrastructures within the project limits within 60 calendar days of NTP.

There is one (1) existing DMS sign within the project limits. These assemblies should not be impacted by the final structure. If the Design-Build Firm impacts a DMS sign or its corresponding infrastructure (conduit, pull boxes, etc.) with their final design. it will need to be relocated or replaced at no cost to the Authority or the Owner of the impacted assembly.

The Design-Build Firm shall prepare and submit to the Authority a Maintenance of Communications (MOC) plan. The MOC plan shall detail and document existing ITS equipment and report which devices will be removed, relocated, or impacted by project work. Authorized removal of existing devices, if any, will be verified operational by the Authority or its designee, the Department or its designee, and/or the City of Tampa or its designee before the Design-Build Firm is allowed to remove or relocate the device.

The Design-Build Firm shall prepare and submit an ITS Repair Plan. The ITS Repair Plan shall outline the procedures, resources and points of contact for a step-by-step guideline in the event the Design-Build Firm damages any ITS infrastructure within or adjacent to the project limits.

## T. Landscape & Irrigation Plans: Not Applicable

# U. Tolling Requirement: Not Applicable

# VII. Technical Proposal Requirements:

#### A. General:

Each Design-Build Firm being considered for this Project is required to submit a Technical Proposal. The proposal shall include sufficient information to enable the Authority to evaluate the capability of the Design-Build Firm to provide the desired services.

## B. Submittal Requirements:

The Design-Build firm must submit the FDOT Low Bid Design-Qualification Validation Form No. 700-011-36 for all qualifying team members, at least 24 hours in advance of the date and time of the opening of the Technical and Price proposals.

The Technical Proposal shall be submitted using FDOT Form 700-010-21 Low Bid Design-Build Technical Proposal.

The Technical Proposal shall be submitted electronically and attached to a single email. The Authority has a 10MB limit on email. Emails that exceed this 10MB email server limit may be rejected by the Authority's email server. It is solely the Design Build Firm's responsibility to ensure that the Technical Proposal is received by the Authority's server by the due date and time. 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.

The maximum number of pages shall be 2, single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided  $8\frac{1}{2}$ " x 11" sheets will be counted as 2 pages. Larger sheets are prohibited.

Submit the Technical Proposal to Man Le, Contracts and Procurement Manager at:

#### man.le@tampa-xway.com

The minimum information to be included:

Section 1: Written Technical Proposal

• Approach and Understanding of the Project:

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, and techniques for completing the project. Coordination with the Authority on public involvement, railroad encroachments, and affected utilities shall also be discussed in this section.

- <u>Staffing</u>:
  - 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
- Utility Coordination Manager

# • <u>Responsible Office</u>:

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.

# C. 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 Technical Review Committee will review the Technical Proposal of the Lowest Bidder. The Technical Review 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 awarded the Project. If the Proposal is found to be non-responsive, the Technical Review Committee will review the Technical Proposal of the next Lowest Bidder and establish if the Technical Proposal is responsive or non-responsive or non-responsive based on the criteria described in this RFP. And so on.

# D. Final Selection Process:

The Project shall be awarded to the responsive Bidder with the lowest Price Proposal.

## VIII. Bid Proposal Requirements.

# A. Bid Price Proposal:

Bid Price Proposals shall be submitted on the THEA Bid Blank form (Modified Form # 375-020-17) attached hereto and shall include one total overall lump sum price for the Project and the number of calendar days within which the Proposer will complete the Project. The total overall lump sum price for the Project shall consist of the sum of the individual lump sum prices for the signal replacement work at the Twiggs/Nebraska intersection (FDOT Joint Participation Agreement) and the remaining project work as previously described.

The lump sum price shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Design-Build Firms quality plan, construction of the Project, and all other work necessary to fully and timely complete that segment of the Project in accordance with the Contract Documents, as well as all job site and home office overhead, and profit, it being understood that payment of that amount for that segment of the Project will be full, complete, and final compensation for the work required to complete that segment of the Project. The Design-Build Firms submitted bid price shall not be reconsidered or altered. Additionally, the Bid Price Proposal shall include a schedule of values and the Design-Build Firms anticipated monthly payment schedule from Anticipated Award Date through Final Completion Date for All Work for the lump sum price. One (1) hard copy Bid Price Proposal shall be hand delivered in a separate sealed package to the following:

Tampa-Hillsborough Expressway Authority 1104 East Twiggs Street Suite 300 Tampa, FL 33602 Attn: Man Le, Contracts and Procurement Manager

The package shall indicate clearly that it is the Bid Price Proposal and shall identify clearly the Proposer's name, contract number, project number, and Project description. The Bid Price Proposal shall be secured and unopened until the date specified for opening of Bid Price Proposals.