

**South Selmon Capacity Project
Hillsborough County**

**Tampa Hillsborough Expressway Authority
Project No. O-2225**

**Design-Build
Request for Proposal**

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LIST OF FORMS, ATTACHMENTS, AND REFERENCE DOCUMENTS

Attachments and Reference Documents not attached to the RFP will be provided via a OneDrive link from the Authority. Please email Shannon Bush, the Authority’s Contracts and Procurement Manager (Procurement@tampa-xway.com) with the following subject: “THEA South Selmon Capacity Project Attachment and Reference Document Request - [Name of Proposer] – Project#: O-2225” to obtain access.

RFP Forms and Agreements

Item Number	Title Description
A_00X.01	Bid Blank Form
A_00X.02	Certificate of Insurance (Sample Form)
A_00X.03	SBE Commitment Form
A_00X.04	Schedule of Values Form
A_00X.05	Dispute Review Board Three Party Agreement
A_00X.06	Design Build Stipend Agreement
A_00X.07	Declaration of Joint Venture Form
A_00X.08	Exempt Documents/Security System Plan Distribution Form
A_00X.09	Performance and Payment Bond Forms
A_00X.10	Price Proposal Guaranty
A_00X.11	ASAP Rate Form
A_00X.12	Sworn Statement on Public Entity Crimes Form
A_00X.13	Base Contract (to be provided to Shortlisted Proposers)

Attachments

Item Number	Title Description
A_001	Division I Design Build Specifications
A_002.01	Public Records
A_002.02	Permits and Licenses
A_002.03	Preservation of Property for Toll Facilities
A_002.04	Equal Employment Opportunity Requirements
A_002.05	Preference to State Residents
A_002.06	Contaminated Material – Mercury-Containing Devices and Lamps
A_002.07	Prosecution and Progress – Damage Recovery
A_002.08	Legal Requirements and Responsibility to the Public – E-Verify
A_002.09	Legals Requirements and Responsibility to the Public – Scrutinized Companies
A_002.10	Insurance Requirements Coverages and Limits
A_003.01	Mobilization (SP1010000DB)
A_003.02	Contractor Quality Control General Requirements (SP1050813DB)
A_003.03	Structures Foundations (SP4550000DB)
A_003.04	Value Added Bridge Components_(SP4750000DB)
A_003.05	Incentive/Disincentive South Selmon East End (SP0081300)
A_003.06	Hot Mix Asphalt Smoothness Inc-Dis (SP3300802)
A_003.07	Unforeseen Work (SP4551101)
A_004	City_of_Tampa_Truck_Routes.pdf
A_005	THEA General Tolling Requirements.pdf
A_006	So_Howard_Outall_Final_01_Tech Memo
A_007	BIM Requirements Clean
A_008	Model Element Breakdown (MEB) worksheet
A_009	AMG Special Provisions
A_010	THEA ITS Minimum Technical Requirements
A_011	Elliptical Tube Bridge Railing Retrofit
A_012	West Riverwalk Plan and Construction Criteria
A_013	Boring Raw Data Files.zip
A_014	Geotech Data Report
A_015	Bridge Hydraulic Report
A_016	Design Exceptions & Variations
A_017	Contamination Plan Note Requirements
A_018	Survey Data
A_019	Swann Pond Fence Sheets

Reference Documents

Item Number	Title Description
R_01	Original Expressway Plans
R_01.01	Contract 1 – Gandy to Himes
R_01.02	Contract 2 – Euclid to MacDill
R_01.03	Contract 3 – San Pedro South View
R_01.04	Contract 4 – South View Willow
R_01.05	Contract 5 – Willow to Bay to Bay
R_01.06	Contract 6 – Bayshore to Florida
R_01.07	Contract 8A & 8B
R_01.08	Contract 9A & 9B
R_02	O-00518 South Selmon Safety As-built Plans – S&S
R_03	S&S Bridge Load Ratings – Exempt
R_04	Existing Bridge Plans – Exempt
R_05	Bridge Inspection Reports – Exempt
R_06	Pile Driving Data – 100332-100333
R_07	Concept Plans
R_07.01	Roadway Plans
R_07.02	Structures Plans
R_07.03	ITS Plans
R_07.04	Signing & Pavement Marking Plans
R_07.05	Signalization Plans
R_07.06	Drainage Plans
R_07.07	Concept Plan CADD Files
R_07.08	Detour Routes
R_07.09	Drainage Design Report
R_08	Pavement Cross-slope and Overbuild Analysis
R_09	Roadway Design Criteria
R_10	Existing Deficiencies Review and Repair Needs Assessment
R_11	LDAR Report SSCP DRAFT
R_12	Whiting St. Ramp Preliminary Engineering Report
R_13	PD&E Documents
R_13.01	Selmon Air Quality Technical Memo – May 2021
R_13.02	Selmon Contamination Screening Evaluation Report – May 2021
R_13.03	Selmon Cultural Resource Assessment – June 2021
R_13.04	Selmon Natural Resources Evaluation – May 2021
R_13.05	Selmon Noise Study Report
R_13.06	Selmon Pond Siting Report
R_13.07	Selmon Preliminary Engineering Report

R_13.08	Selmon Project Environmental Impact Report
R_13.09	Project Traffic Analysis Report
R_13.10	Selmon Vision Zero Execution Summary – April 2020
R_13.11	Selmon PDE Preliminary Geotech Structures Report
R_13.12	Selmon PDE Preliminary Roadway Soil Survey
R_13.13	THEA-SS Draft PD&E WQIE Form
R_13.14	South Selmon PD&E Bridge Reports
R_14	BIM QC Checklist – Civil
R_15	BIM QC Checklist – Structures
R_16	BIM Project Execution Plan (PXP) Template
R_17	Public Space Concept at Bay to Bay
R_18	South Albany Pond Pump Station – Original Plan Excerpts
R_19	Hillsborough River Bridge Existing Aesthetic Lighting Info
R_20	Existing Hillsborough River Lighting Plans
R_21	HRB Vessel Collision Risk Analysis
R_22	South Selmon Safety RFP Geotechnical Data Report
R_23	CSX Tampa South Selmon Expressway Fully Executed PE Agreement
R_24	Albany-Swann ICPR
R_25	Granada ICPR
R_27	Tampa Convention Center Plans
R_28	Selmon West Extension SAPM As-Builts
R_29	COT Krause Generator 90% Plans
R_30	West Toll Plaza As-Builts
R_31	HART TECO Trolley@SelmonXway
R_32	SSCP Level II Contamination Assessment
R_33	THEA SSCP Utility Conflict Matrix
R_34	SSCP Aesthetics Guidelines
R_35	Hydroplaning Analysis
R_36	Draft TSP Silicone Acrylic Concrete Sealer

I. INTRODUCTION

The Tampa-Hillsborough County Expressway Authority (the “Authority” or “THEA”) has issued this Request for Proposal (RFP) to solicit competitive proposals from qualified design-build entities (the “Proposers”) to design and build the South Selmon Capacity Project (the “Project”). The selected Proposer (the “Design-Build Firm”) will collaborate and coordinate with the Authority, its representatives, and project stakeholders to design and construct the Project, to achieve the Authority’s Project Delivery Goals, as defined in Section I(A) below, within available funding.

A. Project Delivery Goals

The Design-Build Firm shall progress, optimize, innovate, deliver, and construct the Project consistent with the Authority’s Project Delivery Goals, as established below:

- 1) Complete the Project within available budget;
- 2) Achieve certainty regarding Project cost as early as possible;
- 3) Achieve certainty regarding construction schedule, taking into account the needs of the community, facility users, and traveling public;
- 4) Drive innovation in design and construction to reduce costs, maintain schedule, establish equitable risk sharing, and minimize impacts to the community and traveling public; and
- 5) Minimize unanticipated risks to design, construction approach, schedule, or budget.

B. Procurement Process

The Authority is using a two-phase procurement process commencing with Expanded Letters of Interest (ELOI), followed by a submission of design, technical, and price proposals from Proposers that have been shortlisted for further consideration. The procurement process is further described in Sections II through VIII below.

The Authority reserves the right to waive any non-material informality in any submission, to reject any and all submissions or Proposals, to re-advertise or to elect not to proceed with the Project for any reason. All recommendations and decisions regarding award of the Project shall be made at open public meetings in accordance with the requirements of Florida Statute 286.011, and all interested parties are invited to attend such meetings.

C. Alternative Technical Concepts

It is the Authority’s intent to promote the use of innovative design concepts, components, details, and construction techniques. Shortlisted Proposers may submit a Technical Proposal that includes innovative concepts if they are discussed with the Authority and approved in accordance with the Alternative Technical Concept (ATC) process outlined herein.

D. Intent to Award

The Authority intends, but is not obligated, to enter into a non-exclusive agreement with the selected Design-Build Firm(s) to perform the design services and construction work for the Project as stated in the Contract Documents. The Authority shall have the right, but not the obligation, to award all or any portion of the work on the Project to one or more Design-Build Firms. The Authority reserves its right to award any or all of the advertised Project subject to the availability of funding.

E. Design-Build Process

The Project will be delivered through a design-build delivery method, with the Design-Build Firm generally responsible for all efforts required to develop, design and construct the Project in accordance with the requirements of this RFP, the design-build contract, and all relevant Contract Documents.

It is the Authority's intent that, in support of the Project Delivery Goals, immediately following execution of this Agreement, the Authority and the Design-Build Firm will work collaboratively for a defined period of time to develop concepts for specific augmentations to the Project scope (the "Project Augmentations"), which are generally described below, and to facilitate investigation of the feasibility, affordability, and benefit to the public and the Authority of delivering the Project Augmentations as part of the Project, as well as to improve the affordability of the Project overall..

Such collaborative design development and investigation shall be known as the "Accelerated Scope Augmentation Phase" (the "ASAP"). The procedures for the development of tasks and deliverables required during the ASAP, and the Authority's compensation due to the Design-Build Firm for the performance of such services, are described in Section IX.

Based on the technical findings of such services, based on whether they support the Project Delivery Goals and the Project Objectives, the Authority may, in its sole and absolute discretion, request the Design-Build Firm submit one or more proposals to deliver any or all of the Project Augmentations, or to implement strategies to improve the affordability of the Project. If the Authority find such a proposal to be acceptable, it may issue one or more "Design-Build Amendments" to the design-build contract providing for final design and construction of the respective Project Augmentations or strategies to improve affordability according to the procedures described in Section IX and the design-build contract.

If the Authority finds that a proposal for delivery of any or all of the Project Augmentations under this design-build contract is not in the interest of the public or facility users, or otherwise to be impractical or non-feasible, the Authority shall have the absolute right to direct prosecution of the Work as defined in the design-build contract without modification. The Authority reserves the right to award any of the Project Augmentations outside of this Agreement through any other delivery and competitive procurement method allowed by law.

F. Time for Completion

The time of completion is of the essence of the design-build contract and the successful Design-Build Firm, if delivered an executed design-build contract and Notice to Proceed for the Project, shall proceed with the Work in accordance with the approved schedule and within the contract time-period specified in the Contract Documents. In the event of failure to complete the Work within the time specified, the Authority may assess damages as provided by this RFP, law, and the Contract Documents, unless an appropriate extension of time has been approved in a Contract Amendment (as defined in the Division I Design-Build Specifications- Attachment A_001) in accordance with the design-build contract.

The Authority has established one thousand, six hundred forty (1640) calendar days to achieve Final Acceptance for the Project, commencing from the issuance of the Notice to Proceed (unless otherwise modified by a Design-Build Amendment).

G. Scope of Design Build Firm's Responsibilities in General

In general, the Design-Build Firm shall be responsible for the proper execution of all Work as described in Section XI, including but not limited to: all required and necessary surveys; utility coordination and

relocations as necessary; geotechnical investigation; design; preparation of all documentation related to the acquisition of all permits or permit modifications; maintenance of traffic; demolition; and construction.

The Design-Build Firm shall be responsible for compliance with the Design and Construction Criteria described in Section XII herein, which sets forth requirements regarding survey, design, construction, and maintenance of traffic during construction, as well as requirements relative to Project management, scheduling, and coordination with other agencies and entities such as state and local government, utilities, and the public.

The Design-Build Firm shall be responsible for reviewing the approved PD&E Study Project Environmental Impact Report (PEIR) and supporting documents and complying with the requirements and commitments therein.

The Design-Build Firm is responsible for coordinating with the Authority any engineering information related to Environmental Re-evaluations. The Design-Build Firm will not be compensated for any additional costs or time associated with Re-evaluation(s) resulting from proposed design changes.

The Design-Build Firm may propose changes which differ from the approved Project Development & Environment (PD&E) Study. Proposed changes must be coordinated through the Authority. If changes are proposed to the configuration, the Design-Build Firm shall be responsible for preparing the necessary documentation required for the Authority to analyze and satisfy requirements to obtain approval of the Authority, and if applicable, the Office of Environmental Management (OEM) for the National Environmental Policy Act (NEPA) document. The Design-Build Firm shall provide the required documentation for review and processing. Approved revisions to the configuration may also be required to be included in the Reevaluation of the NEPA document or PEIR Re-evaluations, per Section O (Environmental Services/Permits/Mitigation) of the RFP. The Design-Build Firm will not be compensated for any additional costs or time resulting from proposed changes.

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 provide litter removal and mowing within the Project limits from right-of-way to right-of-way in accordance with Specification Section 107, with a minimum thirty (30) day mowing frequency and a minimum two (2) day litter removal frequency. In addition, the Design-Build Firm will provide timely response to Authority requests for additional litter removal during construction.

Upon Notice to Proceed to the Accelerated Scope Augmentation Phase from the Authority through issuance of a Task Work Order, the Design-Builder shall engage in the Augmentation Process, as further defined in the Contract Documents, and perform the services described in the ASAP Task Work Order (“ASAP TWO”). To the extent that such Accelerated Scope Augmentation Phase is not successful in achieving an agreement for delivery of Project Augmentations (or strategies related to improving Project affordability) consistent with Environmental Approvals and at a Contract Price, schedule, and terms acceptable to the Authority, the Design-Build Firm shall continue to prosecute the Work as set forth in the executed design-build contract.

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

H. Project Information; Investigations

The Proposer must inform itself fully of the design, construction, and labor conditions under which the Work is to be performed. Proposers shall examine the Contract Documents, Reference Documents, and the site of the Work carefully before submitting a Proposal and shall investigate the conditions to be encountered, as to the character, quality, and quantities of Work to be performed and materials to be furnished. Proposers must adhere to the requirements of all Contract Documents, and the Proposer's Proposals.

Proposers shall examine boring data, where available, and make their own interpretation of any subsoil investigations and other preliminary data if provided and shall base their Proposal on their own opinion of the conditions likely to be encountered. The submission of a Proposal is prima facie evidence that the Proposer has made an examination as described in this provision.

Proposers understand that any information that has been provided by the Authority is to assist the Proposer in completing adequate investigations. Drawings, CADD files, reports and other documents provided by the Authority other than those provided as Attachment documents are provided for information only to the Proposer and the Proposer is solely responsible for determining the existing site conditions. The Authority makes no guarantee of the accuracy or completeness of such information that is not included in the Attachment documents.

In addition, by submitting a Proposal, the Proposer certifies that it has investigated and is fully informed of the conditions to be encountered, of the character, quality, and quantities of Work to be performed and materials to be furnished and has included in its Proposals all items necessary for the proper execution and completion of the Work. The Proposer shall be responsible for obtaining all information that it considers necessary for the purpose of preparing and submitting its Proposal. The successful Design-Build Firm shall not be relieved of its obligation to furnish all material, equipment, labor, and services necessary to carry out the provisions of the Contract Documents and to complete the Work for the consideration set forth in its Proposals by reason of having failed to inform itself with respect to those matters. By submitting a Proposal, the Proposer represents to the Authority that if its Proposal is accepted, it will execute a contract that is inclusive of compensation for performing adequate investigations of the existing site conditions, the Contract Documents, including but not limited to this RFP, as well as the existing Authority records and Reference Documents to sufficiently support the design developed by the Proposer.

No site visits will be hosted by the Authority and Shortlisted Proposers are permitted at their sole expense to conduct any site testing prior to the Technical Proposal due date that, in the Authority's sole determination, does not affect the safety or operation of the Authority's facilities, mission, or the traveling public. An Authority Permit will be required prior to any site testing and no lane closures will be allowed Monday through Friday from 6:00am to 8:00pm nor during special events or Holidays.

Any and all requests to the Authority for permits shall be directed to the Authority's Procurement Office via electronic mail at the following address: Procurement@tampa-xway.com, with "SSCP - Request for Permit - [Name of Proposer] – Project#: O-2225" in the subject line. Such permit requests shall be submitted no later than 10 business days (as 'business day' is defined in the Division I Specifications) prior to the Technical Proposal due date as specified in Section II(B).

I. Authority Responsibility

The Authority will, for its own benefit, provide contract administration, project management services not otherwise specified as a responsibility of the Design-Build Firm, construction engineering inspection services, environmental oversight, and quality acceptance reviews for the Project. The Authority will

provide Project-specific information and/or functions as outlined in this RFP and the draft design-build contract.

J. Description of Work

It is the Authority's intent to encourage innovation and collaboration in the delivery of the Project. Wherever practical, the Authority has sought to provide opportunities to propose such innovations for consideration through the procurement process and flexibility in the Project Requirement and Provisions for Work and the Design and Construction Criteria to allow Bidders bring forth such innovations in their Technical Proposals. Additionally, the Authority has provided for a process to consider implementation of Project Augmentations developed through a collaborative approach with the selected Design-Build Firm during the Accelerated Scope Augmentation Phase.

In consideration of the foregoing, the following is a general description of the Work to be performed under the Contract Documents. See Section XI for Detailed Scope.

The Authority requires improvements to the Selmon Expressway from west of S. Himes Avenue to east of S. Florida Avenue which will increase both mainline and ramp capacity while optimizing expressway traffic operations and improving safety. The project includes these major scope elements:

- Mainline capacity expansion through the addition of an additional 12' lane in each direction from west of S. Himes Avenue (connecting to the existing 6-lane section) to approximately S. Franklin Street in downtown Tampa
- Roadway inside widening as necessary to accommodate the additional lane in each direction, plus pavement milling and resurfacing of the mainline, ramps, and select local roadways
- Select interchange and ramp improvements
- Inside widening of 26 mainline bridges to accommodate the additional lane in each direction
- Mainline bridge redecking over S. Himes Avenue and W. Mississippi Avenue
- Noise walls
- Aesthetic enhancements
- Other improvements including but not limited to sidewalks, lighting, signing, ITS, tolling, drainage, signals, utility relocations, etc.

The Design-Build Firm shall prepare designs, plans, specifications, permits, and other necessary documents and construct the project accordingly.

All work is to be performed within existing Authority or publicly owned right-of-way.

A lane may only be closed during active work periods, and lane closure periods are restricted to night-time hours as defined in the criteria herein. Special events will also affect allowable lane closures.

Proposers are advised that the Project corridor runs through multiple residential neighborhoods which are in close proximity to the Selmon Expressway. The Design-Build Firm shall take this into consideration in its design and construction of the proposed improvements, including but not limited to, providing special attention to noise abatement, sediment and dust control, trash, debris and other measures to avoid and minimize adverse impacts to the community. Prior to initiation of construction work a temporary 8-ft. fence with fabric covering shall be installed on the south (eastbound) side of the Selmon Expressway along the entire length of project (to Bayshore Boulevard.), along the outer limits of the work areas as a dust, debris, and visual barrier.

II. OBTAINING THE PROCUREMENT DOCUMENTS AND SCHEDULE OF EVENTS

A. Obtaining the Procurement Documents

The complete initial RFP (including Attachments and Forms) and the Reference Documents for this Project are available from the Authority via a unique OneDrive link. The Reference Documents for this Project include documents exempt from public disclosure as provided by Section 119.071(3)(b), Florida Statutes. **Thus, in order to receive the complete RFP to propose on this Project, Proposers MUST complete the Authority's Exempt Documents/Security System Plan Distribution Form included in the Attachments as "THEA South Selmon Exempt Docs Request Form" and email to Shannon Bush, the Authority's Contracts and Procurement Manager (Procurement@tampa-xway.com) with the following subject: "THEA South Selmon Exempt Docs Request - [Name of Proposer] – Project#: O-2225" to obtain access to the OneDrive link containing the complete initial RFP and Reference Documents.** The Authority's Exempt Documents/Security System Plan Distribution Form (A_00X.08) shall be executed by the Proposer's authorized representative, or, if the Proposer is not an architect or engineering firm, the Proposer's Project engineer who will be identified in its ELOI may execute the Authority's Exempt Documents/Security System Plan Distribution Form on behalf of the Proposer.

Anyone requesting a OneDrive link from the Authority shall also include in their emailed request a scanned copy of a valid form of picture I.D., their business card, and, if applicable, documentation exhibiting their Florida professional engineering license number (such as a business card with their license number). The Authority may request a Proposer provide original copies of any of the foregoing materials at its discretion.

Only one unique OneDrive link will be issued to each potential Proposer, which will utilize the unique OneDrive link issued by the Authority to submit all materials required by this RFP and the Contract unless otherwise directed, as well as to receive certain information, materials, or communications from the Authority.

ELOIs will not be accepted from firms that have not obtained the complete RFP through the Authority and executed the Authority's Exempt Documents/Security System Plan Distribution Form; such firms will be rejected as nonresponsive.

Any Addenda or other notifications regarding the RFP will be posted to the Authority's website at <https://www.tampa-xway.com/procurement/#> and on DemandStar at <https://network.demandstar.com/>

Proposers are responsible for monitoring the Authority's website and Demandstar throughout the entire procurement process.

B. Current Schedule of Events

Below is the current schedule of the events that will take place as part of the procurement process. The Authority reserves the right to make changes or alterations to the schedule as the Authority determines is in the best interests of the public. Proposers will be notified sufficiently in advance of any changes or alterations in the schedule via Addendum posted to the Authority's website at <https://www.tampa-xway.com/procurement/#> and on Demandstar: <https://network.demandstar.com/> .

Unless otherwise notified in writing by the Authority, the dates indicated below for submission of items or for other actions on the part of a Proposer shall constitute absolute deadlines for those activities and failure to fully comply by the time stated shall cause a Proposer to be disqualified.

Date and Time	Event
11/14/2024 by 5:00 pm	Advertisement; The RFP will be posted on THEA’s website and on Demandstar.
12/4/24 by 9 am	Deadline for all Proposers to submit Questions/Requests for Clarification to Procurement (Procurement@tampa-xway.com) with the following subject line: “SSCP Questions – [Name of Proposer] – Project#: O-2225”.
12/18/24 by 5 pm	Addendum released in response to Questions/Requests for Clarification (if required) posted to the Authority’s website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
1/17/25 by 9 am	Deadline for submittal of Expanded Letters of Interest (ELOI). ELOIs to be submitted to THEA Office <u>via e-mail</u> to Procurement@tampa-xway.com with the following subject line “SSCP ELOI - [Name of Proposer] – Project#: O-2225” Note that ELOI file size is limited to no more than 10 MB.
2/7/25 by noon	Deadline for Evaluation Committee Members to submit their scores to Procurement.
2/11/25 @ 10:30 am	The Evaluation Committee to meet to confirm scoring of the ELOIs and identify the Proposers recommended for shortlisting. Meeting will be held In Person at THEA Office, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602. Proposers are not required to attend. This will be a public meeting.
2/12/25 by 5 pm	Posting of Notice of Intended Shortlist to the Authority’s website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
2/24/25	Public Meeting and Board of Directors approval of shortlist at THEA Board Meeting 1104 E. Twiggs Street Suite 300, Tampa, FL 33602.
2/25/25 by 5 pm	THEA Procurement updates shortlist of Proposers continuing to Phase 2, posted to the Authority’s website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/ .
2/28/25 by 5 pm	Deadline for all Proposers recommended for shortlisting to affirmatively declare intent to continue to Phase 2 of the procurement process via email to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP Affirmation [Name of Proposer] – Project#: O-2225”
3/11/25 @ 9 am	In Person Mandatory Pre-Proposal Meeting for all Shortlisted Proposers, facilitated by Project Manager in the THEA Boardroom, 1104 E. 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.
3/11/25 @ 10:30 am	In Person Utility Pre-Proposal Meeting facilitated by, in the THEA Boardroom, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602.

3/24/25 by 5 pm	Deadline for Shortlisted Proposers to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 1. Requests to be submitted to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP ATC No. 1 Participation - [Name of Proposer] – Project#: O-2225”
3/31/25 by 5 pm	Deadline for Shortlisted Proposers to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 1. List shall be submitted to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP Preliminary list of ATCs No. 1 - [Name of Proposer] – Project#: O-2225”
4/8/25 @ 9 am	One-on-One Alternative Technical Concept Discussion Meeting No. 1. 90 Minutes will be allotted for each Meeting held In Person at the THEA office, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s. 286.0113)
4/21/25 by 5 pm	Deadline for submittal of Alternative Technical Concept Proposals to THEA Office via OneDrive upload, using the following filename: “SSCP Submittal of ATCs No. 1 - [Name of Proposer] – Project#: O-2225”
5/6/25 by 5 pm	Addendum issued for approved Design Exceptions and responses given to Shortlisted Proposers from One-on-One Alternative Technical Concept Discussion Meeting No. 1, posted to the Authority’s website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
5/12/25 by 5 pm	Deadline for Shortlisted Proposers to request participation in One-on-One Alternative Technical Concept Discussion Meeting No. 2. Requests to be submitted to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP ATC No. 2 Participation - [Name of Proposer] – Project#: O-2225”
5/19/25 by 5 pm	Deadline for Shortlisted Proposers to submit preliminary list of Alternative Technical Concepts prior to One-on-One Alternative Technical Concept Discussion Meeting No. 2. List shall be submitted to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP Preliminary list of ATCs No. 2 - [Name of Proposer] – Project#: O-2225”
5/28/25 @ 9 am	One-on-One Alternative Technical Concept Discussion Meeting No. 2. 90 Minutes will be allotted for each Meeting held In Person at the THEA Office, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s.286.0113)
6/11/25 by 5 pm	Deadline for submittal of Alternative Technical Concept Proposals to THEA Office via OneDrive upload, using the following filename: “SSCP Submittal of ATCs No. 2 - [Name of Proposer] – Project#: O-2225”
6/26/25 by 5 pm	Addendum issued for approved Design Exceptions and responses given to Shortlisted Proposers from One-on-One Alternative Technical Concept Discussion Meeting No. 2.
7/2/25 by 5 pm	Deadline for submittal of questions, for which a response is assured prior to the submission of the Technical Proposal. All questions shall be submitted to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP Questions - [Name of Proposer] – Project#: O-2225”

7/11/25 by 5 pm	Deadline for the Authority to post responses for questions submitted by the Shortlisted Proposers prior to the submittal of the Technical Proposal. Responses will be posted to the THEA’s website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
7/16/25 by 5 pm	Technical Proposals due to THEA Office via OneDrive upload, using the following filename: “SSCP Submittal of Technical Proposal - [Name of Proposer] – Project#: O-2225.”
7/18/25 by 5 pm	Deadline for Shortlisted Proposers to “opt out” of Technical Proposal Page Turn meeting to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP Technical Page Turn Participation- [Name of Proposer] – Project#: O-2225”
7/22/25 @ 9 am	Technical Proposal Page Turn Meeting. Times will be assigned during the Pre-Proposal Meeting. 90 Minutes total will be allotted for this Meeting In Person at the THEA office, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s. 286.0113)
7/28/25 by noon	Deadline for Authority to provide Questions for clarification of the Technical Proposal to Proposers ahead of the Question and Answer Session.
8/5/25 @ 9 am	Question and Answer Session. Exact dates and times will be assigned during the Pre-Proposal Meeting. Two hours will be allotted for questions and responses. Meeting to be held In Person at the THEA office, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602. (Per FSA s. 286.0113)
8/8/25 by 5 pm	Deadline for submittal of Written Clarification letter following Question and Answer Session to Procurement (Procurement@tampa-xway.com). with the following subject: “SSCP Written Clarification Letter - [Name of Proposer] – Project#: O-2225”
8/15/25 by 5 pm	Deadline for submittal of questions, for which a response is assured prior to the deadline for submission of the Price Proposal. All questions shall be submitted to Procurement (Procurement@tampa-xway.com) with the following subject: “SSCP Questions- [Name of Proposer] – Project#: O-2225”
8/22/25 by 5 pm	Deadline for the Authority to post responses for questions submitted by the Shortlisted Proposers prior to the submittal of the Price Proposal. Responses will be posted to the THEA website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
8/29/25 by noon	Deadline for Evaluation Committee Members to submit their Technical Proposal scores to Procurement.
8/29/25 by 2 pm	Price Proposals due to THEA Office via OneDrive upload using the following filename: “SSCP Price Proposal - [Name of Proposer] – Project#: O-2225”
9/2/25 @ 1:30 pm	Public announcing of Technical Scores and opening of Price Proposals at the THEA office, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602. Proposers are not required to attend. This will be a public meeting.
9/3/25 by 5 pm	THEA Procurement Office posts final scores and Price Proposals to THEA website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/

9/22/25 @ 1:30 pm	Public Meeting of Board of Directors to determine intended Award at THEA Board Meeting, 1104 E. Twiggs Street Suite 300, Tampa, FL 33602.
9/23/25 by 5 pm	Posting of the Authority’s intended decision to Award to THEA website at https://www.tampa-xway.com/procurement/# and on Demandstar: https://network.demandstar.com/
	Anticipated NTP Date

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

A. Pre-Submittal Conference and Pre-Proposal Meeting

1) Pre-Submittal Conference

Attendance at the pre-submittal conference is voluntary. The intent of this pre-submittal conference is for the Authority and its consultant team to introduce the Project and the procurement process to all interested parties. All interested parties are highly encouraged to attend and engage in this process, which will allow for questions and answers specific to either the Project or the procurement process. The Authority may choose to answer questions verbally at the pre-submittal conference or follow up with a formal answer to any question(s) by Addendum.

2) Pre-Proposal Meeting

The Pre-Proposal Meeting is for Shortlisted Proposers. Attendance at the Pre-Proposal Meeting is **mandatory**. Any Shortlisted Proposer failing to attend may be deemed non-responsive and eliminated from further consideration. The purpose of the Pre-Proposal Meeting is to provide a forum for the Authority to discuss with all Shortlisted Proposers the proposed Project, the Design and Construction Criteria, approach to schedule, Augmentation Process, and methods of compensation, instructions for submitting proposals, Design Exceptions, Design Variations, terms and conditions of contract, proposed risk allocation, and other relevant issues. In the event that any discussions at the Pre-Proposal Meeting require official additions, deletions, or clarifications of the Request for Proposal, the Design and Construction Criteria, or any other document, the Authority will issue a written addendum to this Request for Proposals as the Authority determines is appropriate. No oral representations or discussions, which take place at the Pre-Proposal Meeting will be binding on the Authority. Proposers shall direct all questions to the Authority’s Procurement Office at Procurement@tampa-xway.com with the following subject: “Pre-Proposal Question - [Name of Proposer/Firm] – Project#: O-2225”.

Failure by a Shortlisted Proposer to attend or be represented at the Pre-Proposal Meeting may constitute a non-responsive determination of their Proposal. Proposals found to be non-responsive will not be considered. All Proposers must be present and signed in prior to the start of the mandatory Pre-Proposal Meeting. The Authority representative convening the Pre-Proposal Meeting will circulate the attendee sign in sheet at the time the meeting was advertised to begin. Any Proposer not signed in at the start of the Pre-Proposal Meeting may be considered late and, at the Authority’s sole and absolute discretion, may not be allowed to propose on the Project.

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

B. Technical Proposal Page-Turn Meeting

The Authority will meet with each Proposer for a page-turn meeting and presentation conducted strictly in accordance with Florida Statutes, Section 286.0113, for a duration to be specified by the Authority. The purpose of the page-turn meeting is for the Proposer to orally present and guide the Evaluation Committee through the Technical Proposal, highlighting sections within the Technical Proposal that the Proposer wishes to emphasize, and to allow for the Authority to ask questions related to the Technical Proposal. The scope of the page-turn meeting is not to include presentation or discussion of any specific technical concepts related to proposed Project Augmentations.

The page-turn meeting will occur after Technical Proposals are due and before the Question and Answer Session is held. Shortlisted Proposers will be notified of the exact date and time of their page-turn meeting at a later date via Addendum. The Authority will terminate the page-turn meeting promptly at the end of the allotted time. The Authority will record all of the page-turn meetings. All recordings will become part of the procurement file. The page-turn meeting shall not constitute discussions or negotiations. The Proposer will not be permitted to ask questions of the Evaluation Committee during the page-turn meeting. Roll plots submitted with the Technical Proposal and an unmodified aerial or map of the Project limits provided by the Proposer are acceptable for reference during the page-turn meeting. The unmodified aerial or map may not be left with the Authority upon conclusion of the page-turn meeting. Use of other visual aids, electronic presentations, handouts, etc., during the page-turn meeting is expressly prohibited. Upon conclusion of the allotted time, the Evaluation Committee is allowed a period of time, to be specified by the Authority, to ask questions pertaining to information highlighted by the Proposer. Participation in the page-turn meeting by the Proposer shall be limited to a set number of representatives, to be specified by the Authority.

C. Question and Answer Session and Written Clarification Letter

A Question and Answer Session for each Shortlisted Proposer will be held on the date shown in Section II, Schedule of Events. Exact times will be assigned during the Pre-Proposal Meeting. Two hours will be allotted for questions and responses (in strict accordance with FSA s. 286.0113). The purpose of this Question and Answer Session, which will be recorded, is for the Proposers to orally clarify and address specific questions as well as resulting follow-up questions from the Evaluation Committee and/or Technical Advisors pertaining to their respective Technical Proposals. Questions will be provided to the Proposers five (5) calendar days in advance of the Question and Answer Session. Proposers acknowledge that the work associated with their oral responses will be included in their price proposal. The Proposers shall follow up their oral responses with a Written Clarification Letter with responses to all questions following the Question and Answer Session by the date and time indicated in Section II, Schedule of Events "Deadline for submittal of Written Clarification Letter following Question and Answer Session." All work indicated in a Proposer's Written Clarification Letter shall be included in the Proposer's Total Lump Sum Contract Amount. The Written Clarification Letter will be considered by the Evaluation Committee as part of the Proposer's Technical Proposal and, along with the Technical Proposal, will become part of the Contract Documents.

With the Price Proposal, the Proposer shall submit to the Authority a written statement as follows: "[insert name of the Proposer] confirms that, despite any provision in the Proposer's Technical Proposal or any Written Clarification Letter that may be inconsistent with the other requirements of the Contract Documents, [insert name of the Proposer] intends to comply fully with the requirements provided for in the Contract Documents, except for, pursuant to Subsection 5-2 Coordination of Contract Documents of the Design-Build Division I Specifications, any [insert name of Proposer]'s statements, terms, concepts or designs that can reasonably be interpreted as offers to provide higher quality items than otherwise required by the other Contract Documents or to perform services or meet standards in addition to or better than those otherwise required which such statements, terms, concepts and designs are the obligations of [insert name of the Proposer]."

In case of the failure of the Proposer to timely provide such a written statement, the Authority may, but has no obligation to, provide Proposer notice of, its tardy submission and require Proposer to provide the statement within an indicated time. Failure by the Proposer to timely provide this written statement may determine Proposer to be deemed non-responsive.

D. Non-Responsive Proposals

Proposals found to be non-responsive by the Authority shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions contained in this RFP. A Proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Proposers, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same work from an individual, firm, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those proposals wherein the same Engineer is identified in more than one proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A(include) of the Immigration and Nationalization Act, or in the event an individual, firm, partnership, or corporation is on the United States Authority of Labor's System for Award Management (SAM) list

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

Any Proposal submitted by a Proposer that did not sign-in at the mandatory Pre-Proposal Meeting may be deemed non-responsive.

E. No Tentative or Qualified Statements or Commitments will be Recognized

The Authority will not give consideration to tentative or qualified commitments in the Proposals. For example, the Authority will not give consideration to phrases as "we may" or "we are considering" in the evaluation process for the reason that they do not indicate a firm commitment.

F. Waiver of Irregularities

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

- 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. The Authority, at their discretion, may elect to consider those variations in awarding points to the Proposal rather than rejecting the entire Proposal.
- 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 proposed, 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 Proposer's means and methods, roadway alignments, approach

to Project, use of new products, new uses for established products, etc. Innovative aspects shall not address any specific Project Augmentations.

- 6) The Proposer shall obtain any necessary permits or permit modifications not already provided.
- 7) Those changes to the Design Concept may be considered together with innovative construction techniques, as well as other areas, as the basis for grading the Technical Proposals in the area of innovative measures.

G. Withdrawal of Technical Proposal

Proposers may withdraw previously submitted Technical Proposals at any time prior to the Technical Proposal due date. Requests for withdrawal of a submitted Technical Proposal shall be in writing and shall be signed in the same manner as the Technical Proposal and received prior to the time and date fixed for opening. Upon receipt and acceptance of such a request, the entire Technical Proposal will be disposed of by the Authority and not considered. No Proposal may be withdrawn after it is submitted unless the Proposer adheres to this Section. If the Proposer improperly withdraws its Proposal, the Authority may seek recourse against the Price Proposal Guaranty.

H. 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.

I. Design-Build Contract

The Authority intends to enter into a lump sum contract with the successful Proposer for the Work. Prior to the deadline for Technical Proposals, the Authority will issue to the Shortlisted Proposers a draft of the design-build contract to be entered into by the Authority and the successful Proposer.

In accordance with Section VII and the Price Proposal submitted by the successful Proposer, the Design-Build Firm will provide a schedule of values to the Authority for their approval. The total of the schedule of values will be the Total Lump Sum Contract Amount.

The terms and conditions of the design-build contract are fixed price. The Design-Build Firm's submitted Price Proposal shall be its Total Lump Sum Contract Amount for completing the scope of Work as detailed in the Reference Documents and the Contract Documents, including the design-build contract and its Technical Proposal. The terms of the design-build contract, after award notification, are not subject to negotiation. The Proposer's Technical Proposals shall be based on the design-build contract issued by the Authority, without revision, qualification or exception. The Authority, in its sole discretion, may reject and deem as non-responsive any Proposal that takes a material exception, qualification or exception to the design-build contract.

J. Design-Build Amendment for Project Augmentations

If the Authority agrees to any proposed Project Augmentations during the Accelerated Scope Augmentation Phase as a result of the Augmentation Process provided for in Section IX and the design build contract, the design-build contract shall be modified accordingly through a Design-Build Amendment.

K. Liquidated Damages

Liquidated damages shall be imposed pursuant to the Contract Documents, including Sections 8-10, 8-12, and 8-13 of Attachment A_001 - Division I Design-Build Specifications.

L. Loss of Toll Revenue

The Design-Build Firm shall not impact the revenue collection operations of the roadside toll collection system except as described in herein, and as approved by the Authority. Attachments A_001 – Division I Design Build Specifications and A_002.03- Preservation of Property for Toll Facilities (SP0071101-tolls) shall apply to any loss of revenue during the Project.

M. Incentive/Disincentive

The Authority desires to expedite completion of the East End section of the Project to minimize disruption in the downtown area and advance improvements to traffic operations and safety. The Authority's goal is to achieve partial acceptance of the East End within no more than 1280 calendar days of Contract Time. As such, the Authority is including an Incentive/Disincentive provision regarding completion of the East End. Please see Attachment A_003.05 – Inc-Dis-Dis_SoSelmon_East_End (SP0081300).pdf for additional details regarding the Incentive/Disincentive.

N. Performance and Payment Bond

Proposers are hereby informed that as a public entity, the Authority's property, and any property where the Work is located is not subject to the Construction Lien Law contained in Chapter 713, Florida Statutes.

A Performance Bond and a Payment Bond satisfactory to the Authority and in the form (A_00X.09 – Performance and Payment Bond) attached hereto, each in an initial amount of not less than the Total Lump Sum Contract Amount will be required from the successful Proposer for, among other, the following purposes: a) to guarantee faithful performance of the requirements of the Contract Documents, including all applicable warranties and corrective work requirements; b) to guarantee the payment of all labor, materials, or supplies used directly or indirectly in the prosecution of the Work provided for in the Contract; and c) to comply fully with the requirements of Florida law.

O. Stipend Awards

The Authority has elected to pay a stipend to non-selected Shortlisted Proposers to offset some of the cost of preparing the Proposals. Only non-selected Shortlisted Proposers meeting the stipend eligibility requirements of the Project Advertisement and complying with the requirements contained in this section will ultimately be compensated as set forth herein. The stipend will only be payable under the terms and conditions of the Design-Build Stipend Agreement and Project Advertisement, copies of which are included with this Request for Proposal. This Request for Proposal does not commit the Authority or any other public agency to pay any costs incurred by an individual firm, partnership, or corporation in the submission of Proposals except as set forth in the Design-Build Stipend Agreement. The amount of the stipend will be \$750,000 (seven hundred fifty thousand dollars) per non-selected Shortlisted Proposer that meets the stipend eligibility requirements contained in the Project Advertisement and the Design-Build Stipend Agreement. The stipend is not intended to compensate any non-selected Shortlisted Proposer for the total cost of preparing the Technical and Price Proposals. The Authority reserves the right, upon payment of stipend, to use any of the concepts or ideas within the Technical Proposals, as the Authority deems appropriate.

For a Shortlisted Proposer to remain eligible for a stipend, the Shortlisted Proposer must fully execute the Authority's Design-Build Stipend Agreement within one (1) week after the Shortlist protest period for the Design-Build Stipend Agreement, included in the Forms as A_00X.07. The Shortlisted Proposer shall reproduce the necessary copies. Terms of the Design-Build Stipend Agreement are non-negotiable. A fully executed copy of the Design-Build Stipend Agreement will be returned to the Shortlisted Proposer.

A non-selected Shortlisted Proposer eligible for stipend compensation must submit an invoice for a lump sum payment of services after the selection/award process is complete. The invoice should include a statement similar to the following: "All work necessary to prepare Technical Proposal and Price Proposals in response to the Authority's RFP for the subject Project".

P. SBE Availability

Small Business Enterprise Aspiration Goal. THEA's Small Business Enterprise (SBE) Policy requires nondiscrimination on the basis of race, color, national origin, and gender in its employment and contracting practices and encourages the solicitation and utilization of SBEs. It is the policy of the Authority to encourage the participation of small businesses and disadvantaged business enterprises (SBE) in all facets of the business activities of the Authority, consistent with applicable laws and regulations. Firms proposing for this Project shall aspire to have design and construction contract costs performed by SBEs. The Authority believes that the commitment to make the aspiration goal can realistically be achieved based on current availability of SBEs. The Authority further believes that the goal can be achieved through race neutral means, using standard competitive procurement processes. Firms agree to utilize qualified SBEs as vendors, contractors, subcontractors, and consultants for the Project. Firms will submit the SBE Commitment Form (A_00X.03) as attached hereto and include with submission of their Technical Proposal

Q. Certifications, Notices, and Additional Information

Scrutinized Company Certifications. By submitting an ELOI or Proposal, the Proposer certifies that: (a) (applicable to all agreements, regardless of value), it is not on the Scrutinized Companies that Boycott Israel List and is not engaged in a boycott of Israel, as defined in Florida Statutes § 287.135, as amended; and, (b) (applicable to agreements that may be \$1,000,000 or more), it is: (i) not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as defined in Florida Statutes § 287.135; and, (ii) not engaged in business operations in Cuba or Syria, as defined in Florida Statutes § 287.135, as amended.

Public Entitles Crimes Act. All respondents must complete Form A_00X.12 – Sworn Statement on Public Entity Crimes and submit it with the ELOI, wherein the Proposer certifies that it is not precluded from submitting a Proposal under Section 287.133(2)(a).

E-Verify. Authority contracts require contractors/consultants to comply with the requirements of E-Verify. Contractors/consultants will be required to utilize the U.S. Department of Homeland Security's Employment Eligibility Verification System (E-Verify), in accordance with the terms governing the use of the system, to confirm the employment eligibility of persons employed by the contractor/consultant, during the term of the contract, to perform employment duties within Florida. Prime contractors/consultants are required to include an express provision in their subcontractor/subconsultant agreements requiring the subcontractors/subconsultants to do the same.

Civil Rights. The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Discriminatory Vendor List. By submitting an ELOI or Proposal, the Proposer certifies that it is not precluded from submitting a bid or proposal under Section 287.134, which provides as follows: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or

perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity unless that entity or affiliate has been removed from the list pursuant to Florida law.

Florida Department of Transportation (FDOT) Qualification. By submitting an ELOI or Proposal, the Proposer represents that neither it nor its partners, Key Personnel, Key Subcontractors/Subconsultants, nor affiliates have had their Certificate of Qualification suspended, revoked or denied by the FDOT, or determined by the FDOT to be a non-responsible contractor.

US Produced Iron and Steel for Public Works Projects. Pursuant to section 255.0993, Florida Statutes, any iron or steel product permanently incorporated in the Project must be produced in the United States.

Human Trafficking Attestation. In compliance with section 787.06(13), Florida Statutes, by submitting an ELOI or Proposal, the Proposer attests, under penalty of perjury, that neither the Proposer, nor any of its subsidiaries or affiliates, uses coercion for labor or services, as such italicized terms are defined in section 787.06, Florida Statutes, as may be amended from time to time.

R. Public Records Law

Proposers are hereby notified that the Authority is subject to the Florida Public Records Law and the Government in the Sunshine Act, as set forth in Florida Statutes Chapters 119 and 286; as such, most communications to the Authority are subject to public disclosure, and the selection meeting(s), if any, will be open to the public.

S. Cone of Silence

Any communication directly or indirectly to seek to encourage any specific result in connection with an Authority selection process, including but not limited to, written communications, any and all forms of electronic communications or messaging, including social media, oral communications either in person or by telephone, initiated by a Proposer or through a lobbyist, agent or third person, to any Authority employee and/or Committee/Board member who is a member of any committee constituted for the purposes of ranking submissions, making recommendations or making an award, is prohibited from the time that the procurement is released to the time that the award is made. However, the Authority's Procurement Manager or its designee may initiate communication with a Proposer in order to obtain information or clarification needed to develop a proper and accurate evaluation related to this procurement.

From the date of the Advertisement until a Notice of Award is posted, all communications (except for communications at the Pre-Submittal Conference, Pre-Proposal Meetings, ATC review or as otherwise explicitly stated in the RFP) relating to this procurement or Project, shall be made by sending to the Authority email address Procurement@tampa-xway.com with any required information noted in the email subject line.

T. Consultant Eligibility and Design-Build Conflict of Interest Policy

It is a basic tenet of the Authority's contracting program that contracts are procured in a fair, open, and competitive manner. The Authority requires that consultants representing the Authority must be free of conflicting professional or personal interests. In order to prevent potential conflicts of interest, the Authority will utilize the Florida Department of Transportation's (Department's) established guidelines to be followed by design consultants. Please familiarize yourself with the requirements of Procedure No.375-030-006, also known as: "Conflict of Interest Procedure for Department Contracts." By submitting an ELOI or Price Proposal as part of a Proposer's team or a Joint Venture, the design consultant certifies that they are in compliance with Procedure No. 375-030-006. This procedure is available at the following link:

<https://pdl.fdot.gov/api/procedures/downloadProcedure/375-030-006>

A consultant firm, its affiliate, or subconsultant that is under contract with the Authority to provide Construction, Engineering, and Inspection (CEI) services on this Project cannot be a Proposer or a subconsultant to a Proposer. A contractor or design professional cannot team, as a prime, with other firms to submit more than one proposal in response to this procurement.

The following firms participated in the development of the conceptual plans or Request for Proposal for this Project and are prohibited from proposing or participating with a Proposer to propose on this Project without approval from the Authority.

- HNTB Corporation
- Tierra, Inc.
- Element Engineering Group, LLC
- HDR, Inc.
- HDR Construction Control Corporation
- Consor Eng.

U. Code of Ethics

The Authority has adopted a Code of Ethics which addresses, the obligation of the Authority's Board members and employees to follow the Florida Statutes in reference to these issues. This includes, but is not limited to, the obligations of the Authority's Board members and employees with respect to having an interest in business entities, outside employment, gratuities, divulgence of information, unauthorized compensation and acceptance of gifts. Please be aware that any violation of this policy by a Proposer and/or any attempt to influence an Authority Board member or employee to violate the policy is sufficient cause for the denial of the right of the Proposer to propose on any contract or sell any materials, supplies, equipment, or services to the Authority for a period of time that is determined by the Authority. A copy of this policy is on the Authority's website www.tampa-xway.com.

V. Notice of Protest

Protests Prior to Notice of Award. Any potential proposer wishing to protest the Authority's procurement process or its solicitation documents for the procurement of services must file a Notice of Intent to Protest accompanied by a Protest Bond in the amount of Two Million Five Hundred Thousand Dollars (\$2,500,000) within 72 hours of the Authority's publication of the solicitation documents, (excluding Saturdays, Sundays, and Holidays). A person may not file a protest for which he or she is not certified to propose pursuant to the RFP requirements. Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the bid or proposal package or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that the Authority erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the Protesting party's position and arguments of law, including any evidence supporting the position.

Protests After Notice of Award. Any unsuccessful Proposer wishing to protest the Authority's actions leading up to a notice of recommendation to either reject any or all bids, or to make an award ("Notice of Decision"), must file a Notice of Intent to Protest, accompanied by a Protest Bond in the amount one percent (1%) of the Total Lump Sum Contract Amount proposed by the lowest Price Proposal submitted with the Authority within 72 hours of the Authority's publication of its Notice of Decision, (excluding Saturdays, Sundays, and Holidays). Within five (5) calendar days of the filing of the Notice of Intent to Protest and posting of bond, the protesting party must file a written protest stating with particularity the facts and law upon which the protest is based. The protest should: (1) state the specific provision(s) of the RFP or process applicable to the protest; (2) state the specific manner or method in which the protesting party alleges that

the Authority erred in its interpretation or implementation of its solicitation process, procedures or statutory provisions; (3) state the basis upon which the protest is premised; and (4) state the protesting party's position and arguments of law, including any evidence supporting the position.

The protest bond required by this subsection (T) shall be conditioned upon the payment of all costs which may be adjudged against the person filing the protest in the administrative hearing in which the action is brought and any subsequent appellate court proceeding. If, after completion of the administrative hearing process and any appellate court proceedings, the Authority prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including attorney's fees and costs. Upon payment of such fees, costs and charges by the person filing the protest, the bond shall be returned. If the person filing the protest prevails, he or she shall recover from the Authority all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. The entire amount of the bond shall be forfeited if the court determines that a protest was filed for a frivolous or improper purpose, including, but not limited to, the purpose of harassing, causing unnecessary delay, or causing needless cost for the Authority or parties.

IV. PHASE 1 PROCUREMENT PROCESS

A. General

It is the Authority's intent to solicit competitive proposals from qualified firms for this Project using a two-phase adjusted score procurement process. Proposers will be required to submit an Expanded Letter of Interest (ELOI) package which will be reviewed and evaluated by the Evaluation Committee according to the criteria below. The Evaluation Committee will select (if reasonably possible) no fewer than three (3) and no more than five (5) of the most qualified Proposers to recommend for shortlist to the Authority's Board of Directors. The Phase 1 ELOI scores will be used to select Proposers for the shortlist only and will not carry through to Phase 2.

B. Phase 1 – Submittal Procedure

The ELOI shall be limited to seven (7) 8½"x11" pages with a minimum font size of ten (10). Times New Roman is the required font type. Pass/Fail Criteria, Resumes, Organizational Chart and three (3) pages of Performance History with the Authority or other State or Local Government Agencies are not considered in the seven (7) page count/limitation. Cover sheets, photos, charts, etc. or other documentation not specifically listed as exclusions will be considered in the page count limitation. The ELOI and all required attachments shall only be submitted in PDF format including bookmarks for each section and with optical character recognition. Bookmarks which provide links to content within the ELOI are allowed. Bookmarks which provide links to information not included within the content of the ELOI shall not be utilized. No macros are allowed.

The ELOI must be received by the Authority via e-mail at the address below. All ELOIs must be received by the Authority by the Phase 1 ELOI submittal deadline shown in Section II Schedule of Events of this RFP.

E-mail: Procurement@tampa-xway.com

Subject: "SSCP ELOI - [Name of Proposer] – Project#: O-2225"

The package shall indicate clearly that it is the ELOI and shall clearly identify the Proposer's name, contact number, Project number, and Project description. ELOIs received after the deadline will not be considered.

It is solely the Proposer's responsibility to ensure that the ELOI is received by the Authority by the ELOI due date and time. Only one (1) ELOI per legal entity is acceptable.

C. Phase 1 – The Pass/Fail Criteria

The following pass/fail information must be submitted with the ELOI. Proposers that fail to meet and submit all of the pass/fail criteria below may not be shortlisted. All information required by this pass/fail section is excluded from the page count.

This pass/fail criteria are minimum criteria that a Proposer must meet and/or provide in order for its ELOI to be considered responsive. The pass/fail evaluation is itself comprised of a responsiveness review and a legal sufficiency review, as described in further detail below.

Proposers must meet and/or provide all of the criteria below to be considered responsive.

- 1) **Prequalification.** Proposers are required to be prequalified in all work types required for the Project. The Technical qualification requirements of Florida Administrative Code (F.A.C.) Chapter 14-75 and all qualification requirements of F.A.C. Chapter 14-22, based on the applicable category of the Project, must be satisfied. The prequalification requirements are as follows:

Proposer shall submit proof that it is prequalified by the Florida Department of Transportation (FDOT or Department) under FAC 14.75 for professionals and under FAC 14-22 for contractors for the Work Classes identified below. A copy of the current Certificate of Qualification in each class shall be submitted with the ELOI. The Contractor (whether as the Proposer or as a Key Subcontractor) or Joint Venture members collectively, must be qualified in the advertised Construction Contractor Work Classes. The Contractor or Joint Venture cannot utilize subcontractors to meet the qualification requirements for the Construction Work Classes. Minor work classes may be accommodated using subcontractors as shown below. The Lead Design Firm must be qualified in at least one (1) of the advertised Professional Services Work Type requirements but may utilize subconsultants to meet the remaining advertised Professional Services Work Type requirements. All qualification requirements must be met prior to the deadline to submit the ELOIs. For Proposers submitting as a joint venture, see the additional requirements further stated below.

Contractor (whether as the Proposer or as the Proposer's Prime Contractor) must be qualified under Rule, 14-22, Florida Administrative Code, in the following Construction Work Classes:

- 7 – Drainage
- 11 – Grading
- 17 – Intermediate Bridges

The following Minor Work Classes may be accommodated via use of Subcontractors:

- 8 – Electrical Work
- 10 – Flexible Paving
- 12 – Grassing, Seeding and Sodding
- 13 – Guardrail
- 38 – Roadway Signing
- 39 – Traffic Signal

Professional Services Firms (whether as the Proposer or as the Lead Design Firm) Must Be Qualified under Rule 14-75, Florida Administrative Code, in at least one of the following Work Types; Subconsultants may be utilized to meet the remaining Work Types:

- 3.1 – Minor Highway Design
- 3.2 – Major Highway Design
- 3.3 – Controlled Access Highway Design

- 4.1 – Miscellaneous Structures
- 4.2 – Minor Bridge Design
 - 4.2.1 – Major Bridge Design – Concrete
 - 4.2.2 – Major Bridge Design – Steel
- 5.4 – Bridge Load Rating
- 6.2 – Signal Timing
- 6.3 – Intelligent Transportation Systems Analysis, Design, and Implementation
 - 6.3.1 – Intelligent Transportation Systems Analysis & Design
 - 6.3.2 – Intelligent Transportation Systems Implementation
 - 6.3.3 – Intelligent Transportation Systems Traffic Engineering Communications
- 7.1 – Signing, Pavement Marking & Channelization
- 7.2 – Lighting
- 7.3 – Signalization
- 8.1 – Control Surveying
- 8.2 – Design, Right of Way, & Const Surveying
- 9.1 – Soil Exploration
- 9.2 – Geotechnical Classification Lab Testing
 - 9.–.1 – Standard Foundation Studies
 - 9.4.2 – Non-Redundant Drilled Shaft Bridge Foundation Studies
- 15 – Landscape Architect

- 2) **Proof of Insurance.** Provide evidence of the Proposer’s ability to provide the insurance coverage required in Attachment A_002.10 – Insurance Requirements, Coverages, and Limits, either by means of an existing policy or other verifiable proof (such as an Agent/Broker commitment letter).
- 3) **Proof of Bonding Capacity.** Provide an acknowledgement by the Proposer’s Surety of the Proposer’s ability to provide 100% Performance and Payment Bonds for a minimum of four hundred million dollars (\$400,000,000) for a single project together with evidence for maximum single project bonding capacity and Proposer’s aggregate bonding capacity. The Surety must be rated no less than “A-” as to management and no less than “VIII” as to strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Post Office Box 1107, Summit, New Jersey 07901. Information shall be provided by the Surety on behalf of the Proposer.
- 4) **Claims Disclosure.** Disclose all lawsuits, arbitrations, Dispute Review Board proceedings, bankruptcies, government fines, government adjudications, and claims filed by or against the Proposer and its key team members over the last (5) years (“Disputes”). “Disputes” includes any instance where Proposer has failed to comply with or has been the subject of an investigation of an alleged violation of state or federal laws related to permitting, environmental, or equal employment regulations, safety issues or contract crime (involving fraud, bribery, collusion, conspiracy, or material misrepresentation).

Disclose all Disputes for all Key Subcontractors and Key Subconsultants (i.e. the Prime Contractor or Lead Design Firm (if not the Proposer) and any firms used to satisfy the Pass/Fail Prequalification Work Class and Work Type requirements.

If Proposer is a joint venture, disclose all Disputes for each joint venture member.

For each Dispute, specifically identify:

- The project involved.
- The parties involved.
- The nature of the claim(s).
- Amount at issue.

- Disposition or status.
- Litigation, case style, number, and jurisdiction, as applicable

Any Dispute that involves only the Proposer and its subcontractor/subconsultant do not need to be included.

The Authority is seeking a collaborative partner through this design-build procurement effort, and a Proposer which, in its sole discretion, demonstratives a pattern of claims and disputes with its owner clients and team members, may in the Authority's sole discretion, be deemed non-responsive. The Authority, therefore, intends to scrutinize all claims disclosures, perform its own background due diligence, if necessary, and reserves the right to engage each Proposer in discussions about the claims history during the Questions and Answer sessions.

- 5) **Proposers Submitting as a Joint Venture - Additional Requirements.** Two or more firms submitting as a Joint Venture must also meet the Joint Venture requirements of Rule Chapter 14-22, specifically Rules 14-22.007 and 14-22.008, Florida Administrative Code. Parties to a Joint Venture must submit the Authority form A_00X.07 - Declaration of Joint Venture and Power of Attorney with its ELOI.

When a joint venture party submits an ELOI, one of the contractor members of the joint venture party must be assigned to meet the advertised construction contractor work class requirements, in accordance with the provisions of Rule Chapter 14-22, F.A.C. In this case, the design consultant member of the Proposer will be utilized to meet the advertised Professional Services Work Type requirements, in accordance with provisions of Rule Chapter 14-75, F.A.C. Technical qualification is required in at least one of the work types for lead design firm.

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

If Proposer is a joint venture, a copy of the executed Joint Venture Agreement must be submitted with its ELOI.

If the Proposer is a Joint Venture, **the Joint Venture must be the proposed policyholder of the insurance required and upon award**, the performance and payment bonds provided upon contract execution must be in the name of the Joint Venture.

Qualified parties who form a joint venture must have a federal Employer Identification Number (FEIN) for the joint venture or give proof that the FEIN has been requested. The joint venture shall provide the FEIN to the Authority before the Authority will execute the design-build contract.

Any joint venture formed must do so in accordance with all applicable Federal, State, and Local laws, rules, and regulations. Failure to do will result in a determination that the Proposer is not responsible or nonresponsive and its Proposal rejected.

D. Phase 1 – The ELOI Scored Criteria

In addition to the Pass/Fail Criteria, all Proposers must provide the following with their ELOI:

- 1) **Cover Letter (not scored).** A cover letter (limited to one (1) page and not included in the seven (7) page limitation) signed by a person with authority to make legal commitments on behalf of the Proposer. The cover letter shall include the Proposer's Statement of the following:

- a. The full legal name, address and phone number of the legal entity that will contract with the Authority if awarded the design-build contract. Indicate all former names, if any, under which the Proposer has conducted business within the past ten years and the years of operation under each name.
 - b. Name, address, email address, and telephone number of one (1) individual to whom all future correspondence and/or communications related to this solicitation and the Project will be directed.
 - c. A statement declaring the type of business relationship the Proposer will use (i.e., a single company, joint venture or other form of business relationship). If the Proposer is a joint venture or partnership, the Past Performance History and Similar Design-Build Project Experience in Section (B) may be satisfied by the joint venture, partnership entity, or any member entity thereof).
- 2) **Past Performance History and Similar Project Experience (15 points).** Proposer shall submit a short narrative describing its past performance on at least three (3) projects of similar scope, complexity, and scale, including evaluations or grades with FDOT or similar agencies and letters of reference, or recommendations. It is preferred that the past performance history narrative include 1) experience on all-electronic toll facility projects, and 2) experience with projects that utilized collaborative delivery models such as design-build, CM/GC or progressive/phased design-build. Current contact information for each reference project must be provided for verification purposes. The past performance narrative is limited to three (3) 8½”x11” pages total. The evaluations or grades with FDOT or similar agencies and letters of reference, or recommendation are not included in the page limit. The additional three (3) pages will also not count toward the five (5) page limitation of the ELOI.
- 3) **Proposed Design-Build Firm Staffing and Organization Plan (15 points).** Proposer shall provide a short narrative describing its staffing plan and coordination plan for the Project, to include both the delivery of the Work and the Accelerated Scope Augmentation Phase. Proposer shall indicate the availability of Proposer for the duration of the Project, as well as for all individual Key Personnel and any Key Subcontractors or Key Subconsultants (i.e. the Prime Contractor or Lead Design Firm (if not the Proposer) and any firms used to satisfy the Pass/Fail Prequalification Work Class and Work Type requirements). This narrative shall count toward the seven (7) page limitation.

Additionally, Proposer shall include Organization Charts and Resumes for Key Personnel, as detailed below.

Organization Charts. An organization chart shall be provided for the delivery of the Work, and each shall not exceed one (1) 11”x17” page and is excluded from the seven (7) page limitation. Describe the organizational structure and the role of each Key Personnel and any Key Subcontractors or Key Subconsultants used to satisfy the Prequalification Work Classes. Identify the current and projected availability of the identified Key Personnel and identify their current and anticipated level of commitment to other projects and work.

Resumes for Key Personnel. Resumes are limited to one 8½”x11” page each. Resumes are not counted toward the seven (7) page limitation. Resumes demonstrating the ability of professional personnel for each of the following thirteen (13) Key Personnel positions, as applicable, shall be provided:

- Project Superintendent
- Construction Project Manager
- Construction Design-Build Coordinator

- Construction Superintendent
- Design Project Manager
- Design Roadway Engineer of Record
- Structures Engineer of Record
- Design Landscape Architect or Architect of Record
- Utility Coordination Manager
- Design BIM Manager
- Civil BIM Coordinator
- Structural BIM Coordinator
- Toll Project Manager

*Note that proposed Key Personnel, Key Subcontractors and Key Subconsultants shall not be changed after submittal of the ELOI without written consent of the Authority. Failure to receive approval on such a change may result in the Proposal being declared non-responsive.

Proposer shall include a description of the availability of the Design-Build Firm (including an identification of recent, current and project workload), as well as the volume of work previously awarded to the Design-Build Firm by the Authority.

4) Design-Build Project Requirements, Design and Construction Criteria, and Critical Issues, including Aesthetics and Community Involvement (20 points). Provide a narrative, within the seven (7) page limitation, describing:

- a. the Proposer's general understanding of the Project's Design-Build Project Requirements in Section IX, Scope in Section XI and the Design and Construction Criteria in Section XII.
- b. the Proposer's understanding of the Project Delivery Goals, and the Accelerated Scope Augmentation Phase in Section IX, and the Authority's goals for this process, including how it may increase benefits to customers, the community, and the travelling public.
- c. the Proposer's understanding of the Project's goals, including any safety, operations, noise mitigation, maintenance, aesthetic, community, environmental, or sustainability goals.
- d. what the Proposer believes are critical design issues
- e. what the Proposer believes are critical construction issues, with emphasis on minimizing impacts to THEA customers, local roadway users and the community.
- f. the Proposer's outline for addressing such critical issues
- g. how Proposer views its role related to community outreach
- h. how Proposer intends to accomplish the Design-Build Firm's responsibilities set forth in Section O of Article X (Public Involvement), particularly regarding coordination with the Authority and its Public Information Consultant.
- i. the Proposer's understanding of the Authority's All-Electronic Tolling (AET) operations and design of AET infrastructure for this Project.

The Authority will not consider ELOIs not in conformance with the RFP requirements or pages exceeding the page limit (except in cases where the Authority has specifically requested additional information). The Evaluation Committee also reserves the right to solicit from available sources relevant information concerning a Proposer's past performance. The Evaluation Committee may consider all such information in its selection of shortlisted Proposers.

E. ELOI Evaluation Criteria

The criteria for evaluating the Phase 1 ELOIs will include:

PHASE 1 EXPANDED LETTERS OF INTEREST – EVALUATION CRITERIA		Maximum Point Value
Pass/Fail Criteria:		
	<ul style="list-style-type: none"> • Proposer’s Professional Consultant and Contractor FDOT Prequalification Meeting Work Classes in Section 3(A) • Proof of Insurance • Proof of Bonding Capacity • Claims Disclosure <p>If Proposer is a Joint Venture, any additional documents required</p>	Pass/Fail
Scored Categories:		
1.	<p>Past Performance History and Similar Project Experience</p> <ul style="list-style-type: none"> • Design-Build project experience of the Proposer with projects of a similar size, scope, complexity, MOT, R/W constraints and community involvement of the Project, including its Contractor(s) and Professional Consultant(s) • Experience with collaborative models of contracting, including (but not limited to) CM/GC, phased/progressive design build, pre-development agreements, or design-build projects with collaborative elements • Proposer’s experience on All-Electronic Tolling Projects • Professional Consultant and Contractor Grades with FDOT and similar agencies • Performance History with the Authority, FDOT, and other agencies • References • Proposers experience with complex aesthetic features design, fabrication and construction 	15
2.	<p>Proposed Organization and Staffing for Key Personnel and Key Subcontractors (if any) for this Project</p> <ul style="list-style-type: none"> • Design-Build Firm Organization Chart • Key Personnel Resumes • Design-Build Firm staffing plans • Design-Build Firm coordination plan • Availability of the Firm (including an identification of recent, current and project workload of the Firm) • Volume of work awarded to the Firm by the Authority 	15

3.	Understanding of Project Scope, Requirements and Identification of Critical Issues and Approach <ul style="list-style-type: none"> • General understanding of Project’s Design-Build Project Requirements, Scope and Design and Construction Criteria. • Understanding of the Accelerated Scope Augmentation Phase and the Authority’s goals for this process, • Understanding of Project goals • Plan to avoid and minimize adverse impacts to adjacent communities during construction • Plan to accomplish its responsibilities regarding public involvement and community outreach • Understanding and plan to address the Project Aesthetics • Understanding of Project’s tolling requirements • Identification of critical issues and outline for addressing critical issues • Proposer’s location, and how that relates to its plan to execute the Project • Proposer’s narrative and statement regarding its willingness to meet the time and budget requirements of the Project. 	20
	Total:	50

The 50 total points are for determining the shortlist firms only and will not carry over to Phase 2.

F. Phase 1 Scoring

The ELOIs will first be opened and reviewed for responsiveness and responsibility based on the pass/fail criteria. Initial review will be by Authority’s staff and Technical Advisors.

Each Evaluation Committee Member shall then individually score each responsive Proposer, and an average score for each Proposer shall be computed by the Authority.

Phase 1 scores will be confirmed at a public Evaluation Committee meeting and the Proposers recommended for shortlisting will be identified. A Notice of Intended Shortlist will be posted to the Authority’s website following Board approval of the recommended shortlist, and shortlisted firms will be identified in an Addendum.

G. Shortlisted Firms

By the deadline specified in the Schedule of Events, Proposers are required to advise the Authority in writing of their intent to continue to Phase 2. Proposers that do not declare affirmatively in writing by the stated deadline may not be eligible to continue on to Phase 2. Of the firms declaring their intent to move forward, the Authority intends to shortlist no fewer than three (3) if reasonably possible, and no more than five (5) firms that are the most qualified based, on the evaluation and scoring criteria outlined for Phase 1. If less than three (3) qualified firms submit responses, the Authority, at its sole discretion, may elect to continue the selection process, reconvene the shortlisting meeting for reconsideration of the shortlist, or re-advertise the Project. Only Shortlisted Proposers will proceed to Phase 2.

V. PHASE 2 – TECHNICAL PROPOSALS

A. General

Phase 2 of the procurement process will require submission of a Technical Proposal and a Price Proposal, due on different dates.

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

B. Technical Proposal Submittal Procedure

The Technical Proposal shall be limited to the information, paper size, and page limitation requirements as listed herein. Proposers shall be judicious regarding the inclusion of large, unnecessary images or other items not requested in this Solicitation (e.g. marketing materials) within their Technical Proposal.

The PDF portions of the Technical Proposal shall be one (1) PDF file. Only one (1) Technical Proposal package, in one (1), combined pdf file download, per team is acceptable. It is the Proposer's responsibility to ensure all files are uploaded via its unique OneDrive link to the Authority, using the filename "Technical Proposal – [Proposer's Name] – Project#: O-2225".

Technical Proposals transmitted by facsimile, e-mail or mail are non-responsive and will not be considered.

It is solely the Proposer's responsibility to ensure that the Technical Proposal is received by the Authority in its entirety by the Technical Proposal due date and time. Proposers are encouraged to provide themselves with ample time to ensure Technical Proposals are received by the Authority on time. The Authority is not responsible for any Proposer's delay or failure to successfully upload their Technical Proposal on time.

C. Technical Proposal – Minimum Information Required

The minimum information to be included in the Technical Proposals is as follows:

Section 1: Project Approach

- Paper size: 8.5" x 11". The maximum number of pages shall be twelve (12), single-sided, typed pages including text, graphics, tables, charts, and photographs. Double-sided 8.5" x 11" sheets will be counted as two (2) pages. 11"x17" sheets are prohibited.
- Describe how the proposed design solutions and construction means and methods meet the Project needs described in this Request for Proposal. Provide sufficient information to convey a thorough knowledge and understanding of the Project and to provide confidence the design and construction can be completed as proposed.
- Describe how the Accelerated Scope Augmentation Phase would be used to identify opportunities to augment the Project scope to support the Authority's goals. Provide sufficient understanding of the Augmentation Process, including collaborative design work and open book pricing, and how these activities would be used to identify cost-effective solutions to delivering Scope Augmentations within the Maximum Total Lump Sum Contract Amount.
- Provide the term, measurable standards, and remedial work plan for any proposed Value-Added features that are not Value-Added features included in this RFP at Section V(4) Item 6 (i.e. Value-Added Asphalt, Value-Added Concrete Pavement, and Value-Added Bridge Components), or for extending the Value-Added period of a Value-Added feature that is included in this RFP. Describe any material requirements that are exceeded.
- Provide a Written Schedule Narrative that describes the Design and Construction phases and illustrates how each phase will be scheduled to meet the Project needs required of this Request for Proposal. The Written Schedule Narrative shall include the toll site infrastructure and the period when toll equipment installation and commissioning will be completed at the new toll gantries by the Authority.

- Bar/Gantt charts shall be included as an Appendix to the Technical Proposal. Bar/Gantt charts will not be counted in the Section 1 page limit, provided additional information such as graphics and technical proposal text is not included.

Section 2: Plans

- Technical Proposal Plans shall be provided that complement the Proposer's Project Approach Section.
- Roll plots of similar size and scale as the Concept Plans are preferred by the Authority for showing the Plan and Profile information, plus other depictions that clarify the design and construction intent.
- All other information not included on the roll plots, such as typical sections, special details, structure plans, etc., shall be provided on 11"x17" sheets.
- Right of Way Maps and Legal Descriptions (including area in square feet) of any proposed additional Right of Way parcels if applicable and approved through the ATC process.

Section 3: Renderings (Not included in ten-page Proposal page-count)

- Signature Hillsborough River Bridge Aesthetic Features: Provide color renderings on 11" x 17" sheets of one to two (2) concepts of signature aesthetic features/structures to be considered at the Hillsborough River bridge. Final design and delivery of such concepts shall be able to be completed by the Design-Builder at a price that is similar to the cost of the signature bridge aesthetics concept reflected in the SSCP Aesthetic Guidelines (Reference Document R_37).
- Noise Wall Form Liners: Provide renderings of noise wall form-liner treatments (community and roadway facing) that may be considered. Noise wall form-liners are not considered Project Augmentations and shall not be the subject of a Design-Build Amendment.

D. Technical Proposal Evaluation Criteria

The Evaluation Committee shall individually evaluate the written Technical Proposal submitted by each responsive Shortlisted Proposer. Each Evaluation Committee Member shall score each Shortlisted Proposer individually, and an average score for each Shortlisted Proposer shall be computed. A technical score for each Shortlisted Proposer will be based on the following seven technical evaluation criteria items:

- 1) Design
- 2) Aesthetics
- 3) Project Augmentation
- 4) Construction
- 5) Temporary Traffic Control Plan
- 6) Coordination
- 7) Utilization of Sustainable, Recycled, and Environmentally Friendly Materials
- 8) Value-Added Features

The following is a description of each of the above-referenced items:

Item 1. Design (20 points)

20 points credit will be given for the quality and suitability of the following elements:

- Structures design
- Roadway design / and safety
- Drainage design / Permitting
- Environmental Design / Permitting

- Design coordination plan minimizing design changes
- Geotechnical investigation plan
- Geotechnical load test program
- Minimizing impacts through design to:
 - Environment
 - Public
 - Adjacent Properties
 - Structures
- Signing and Pavement Markings design
- Signalization design including applicable signalization innovations
- ITS design including applicable ITS innovations
- Lighting design
- Tolling Infrastructure design meeting or exceeding GTR requirements
- Utility Coordination and Design Aesthetics lead designer's experience

Credit will be given for design and utility coordination efforts that minimize the potential for adverse impacts and Project delays due to utility involvement.

Credit will be given for development of design approaches which minimize periodic and routine maintenance. The following elements should be considered: access to provide adequate inspections and maintenance, access to structure's lighting system, access to toll and ITS sites, and impacts to long term maintenance costs.

Credit will be given for introducing and implementing innovative design approaches.

Item 2. Aesthetics (5 Points)

Five (5) points credit will be given for the quality and suitability of the following elements:

- Signature Hillsborough River Bridge aesthetic features/structures - understanding of THEA concept and approach to implementation, plus alternate concepts for consideration in ASAP
- Noise wall form liners- understanding of THEA concept and approach to implementation, plus alternate concepts for consideration
- Understanding and commitment to the underpass hardscaping scope, including improvements to sidewalks, ground treatment, cleaning and coating of concrete surfaces and enhanced under-deck lighting
- Understanding and approach to aesthetic lighting
- Maintainability

Item 3. Project Augmentations (5 points)

Credit will be given for the extent to which the proposal:

- Defines a process of communication and collaboration which will lead to an effective Augmentation Process
- Demonstrates an understanding of collaborative design work, including initial concept definition, identification and performance of technical investigations (if required), approach to identifying and obtaining any governmental or third-party approvals,
- Demonstrates an effective approach to implementing open book pricing methodologies, including development of construction cost opinions and cost reconciliation.

Item 4. Construction (35 points)

Credit will be given for the quality and suitability of the following elements:

- Safety
- Maintenance of Traffic and Construction phasing
- Structures construction
- Roadway construction
- Drainage construction
- Other critical construction
- Toll site infrastructure construction and implementation, maintaining tolling operations during construction, and transitioning from existing tolling operation to tolling operations at the new toll sites.
- Minimizing impacts of construction to:
 - Environment
 - Adjacent properties (i.e. dust, noise, vibration, light, vegetation removal, etc.)
 - Traffic- mainline, ramps and local roads
 - Pedestrians, Bicyclists and Riverwalk users
- Implementation of the Environmental design and Erosion/Sediment Control Plan
- Utility Coordination and Construction
- Construction coordination plan minimizing construction changes

Credit will be given for the development of a plan that identifies a detailed step-by-step sequence of construction of bridge widenings and deck replacements, including an approach to prioritizing the work east of Plant Avenue (a.k.a. East End). The plan shall denote clearly when construction operations are limited to nighttime or daytime work hours and shall denote how the Proposer will avoid and minimize impacts to adjacent properties.

Credit will be given for developing and deploying construction techniques that enhance project durability, reduce long term and routine maintenance, and those techniques which enhance public and worker safety. This shall include, but not be limited to, minimization of lane and driveway closures, lane widths, visual obstructions, construction sequencing, and drastic reductions in speed limits.

Credit will be given for minimizing impacts to users of the City of Tampa's West Riverwalk, and approach to constructing the portion of the West Riverwalk under the mainline.

Credit will be given for avoiding impacts to the City of Tampa's East Riverwalk and keeping it open for users during the construction of the project.

Credit will be given for ensuring all environmental commitments are honored (see Section IX ©).

Credit will be given for a tolling infrastructure construction plan that meets or exceeds the GTR requirements and avoids or minimizes disruption to existing Selmon Expressway tolling operations and provides for a smooth transition to commencement of toll collection at the new toll sites.

Credit will be given for construction and utility coordination efforts that minimize the potential for adverse impacts and Project delays due to utility conflicts.

Credit will be given for a construction approach, procedurally and requirements of equipment, which minimizes noise, vibration, and other construction impacts to adjacent properties.

Credit will be given for introducing and implementing innovative construction techniques.

Credit will be given for plans that identify areas of risk and Design/Builder's plan for mitigating or avoiding the risk.

Credit will be given for committing to meaningful utilization of Small Business Enterprise firms. Proposer shall identify the level of SBE Participation proposed for the Project by filling out and submitting form: A_00X.03 – SBE Commitment Form with their Technical Proposal.

Item 5. Temporary Traffic Control Plan (TTCP) (15 points)

Credit will be given for the following TTCP features:

Credit will be given for a TTCP scheme that minimizes disruption of roadway traffic. This shall include, but not be limited to:

- Minimization of lane closures, off site detours, lane width reductions, median opening closures, visual obstructions, and reductions in speed limits. The total number of off-site detours shall be quantified in the written Technical Proposal.
- A TTCP that minimizes the number of traffic shifts and disruption of traffic throughout the contract duration.
- A TTCP plan that prioritizes the work east of Plant Avenue
- A TTCP that minimizes the closure duration of the Tampa St connection to Franklin St
- A TTCP that minimizes the duration of work along the westbound Plant Avenue off-ramp, which serves Tampa General Hospital
- Identifying the proposed days of long-term closures and detours.
- Approach to a TTCP that includes maintaining the existing capacity of the Selmon Expressway mainline, ramps, and cross streets to the maximum extent possible.
- Approach to a TTCP that maintains tolling operations to the maximum extent possible.
- An Incident Management Plan

Item 6. Coordination (10 points)

Credit will be given for the Proposer's proposed communication and coordination approach with:

- Proposer's Key Subcontractors and Key Subconsultants
- Tampa-Hillsborough County Expressway Authority
 - Project Manager/GEC
 - Communications Project Manager
 - THEA's Toll Equipment Contractor
- CSX Railroad
- City of Tampa
- Utility Owners
- Permitting Agencies
- Project Stakeholders

Item 7. Utilization of Sustainable, Recycled, and Environmentally Friendly Materials (5 points)

Credit will be given for identification in the Technical Proposal and Proposal plans of specific sustainable, recycled and environmentally friendly materials proposed for use on the Project.

Item 8. Value-Added Features (5 points)

Credit will be given for the following Value-Added features:

- Broadening the extent of the Value-Added features of this RFP while maintaining existing F
- Exceeding minimum material requirements to enhance durability of Project components
- Providing additional Value-Added Project features proposed by the Proposer

The following Value-Added features have been identified by the Authority as being applicable to this Project. The Proposer may propose to broaden the extent of these Value-Added features.

Value-Added Feature	Minimum Value-Added Period
Value-Added Asphalt	3 years
Value-Added Concrete Pavement	5 years
Value-Added Bridge Components	5 years

E. Technical Proposal Scoring

The Evaluation Committee shall individually evaluate the written Technical Proposal submitted by each responsive Shortlisted Proposer based on the eight (8) Item categories described above. Each Evaluation Committee Member shall score each Shortlisted Proposer individually.

An average score for each Shortlisted Proposer shall then be computed by the Authority.

Item	Maximum Value
1. Design	20
2. Aesthetics	5
3. Project Augmentation	5
4. Construction	35
5. Temporary Traffic Control Plan	15
6. Coordination	10
7. Utilization of Sustainable, Recycled, and Environmentally Friendly Materials	5
8. Value-Added Features	5
TOTAL:	100

The Authority reserves the right to consider any Technical Proposal as non-responsive if any part of the Technical Proposal does not meet the codes and criteria established in the Contract Documents.

VI. INNOVATIVE ASPECTS FOR TECHNICAL PROPOSAL

A. General

- 1) All innovative aspects shall be identified separately as an Alternative Technical Concept (ATC) in the Technical Proposal. An innovative aspect does not include revisions to specifications, standards or established Authority policies. Innovation should be limited to the Proposer's means and methods, roadway alignments, approach to Project, etc.
- 2) Certain critical elements of this Project, which may reduce the construction coverage, diminish the design criteria or quality, or increase impacts, shall not be considered. These elements include, but are not limited to:
 - Reduction in the number of lanes and lane widths as depicted in the Conceptual Typical Sections and Concept Plans.
 - Reduction in permanent design speeds on all State or local roads.
 - Reduction in the Access Classification and Control, or changes to the access management or property access requirements.
 - Significant changes to any alignments that may jeopardize the feasibility of the proposed ultimate 8-laning of the South Selmon Expressway.

- Elimination of tolling point locations.
 - Elimination of tolling site and equipment
 - Failure to reconstruct overhead sign span assemblies
 - Failure to install wrong-way driving security features
 - Failure to install noise walls as defined herein
- 3) Signature Hillsborough River Bridge aesthetic features/structures shall not be considered as ATCs.
 - 4) All ATC-related submissions must be received by the Authority via OneDrive upload on or before the time and at the exact place provided for in this RFP. ATC-related submissions shall only be submitted via OneDrive. Bookmarks which provide links to content within the submission are allowed. Bookmarks which provide links to information not included within the content of the submission shall not be utilized.

The Proposer's OneDrive upload shall be packaged in a single file (compressed files using commonly available file compression software are allowed) ATTN: ATC Package – [Proposer's Name] – Project#: O-2225". The package shall indicate clearly that it is an ATC-related submission and shall clearly identify the Proposer's name, contact number, Project number, and Project description. ATC-related submissions received after the proscribed deadline will not be considered.
 - 5) It is solely the Proposer's responsibility to ensure that any ATC-related submission is received by the Authority by its due date and time.

B. Alternative Technical Concept Proposals

The Authority has chosen to incorporate in the Design-Build method of project delivery the process whereby Shortlisted Proposers may propose innovative technical solutions for the Authority's approval which meet or exceed the goals of the Project. The process, outlined below, involves the submission of an Alternative Technical Concept (ATC). The deadlines for the ATC submission process are set forth in Section II of this RFP and may be modified only through an Addendum.

The ATC process allows for innovation, flexibility, time and cost savings on the design and construction of Design-Build Projects while providing the best value for the public. Any deviation from the RFP that the Proposer seeks to obtain approval to utilize prior to Technical Proposal submission is, by definition, an ATC and therefore must be discussed and submitted to the Authority for consideration through the ATC process. ATCs also include items defined in FDM, Part 1, Chapter 121.3.2. The proposed ATC shall provide an approach that is equal to or better than the requirements of the RFP, as determined by the Authority in its sole discretion. Modifications to the horizontal and/or vertical geometry of greater than 2-feet require an ATC submittal. ATC Proposals which reduce quality, performance, or reliability should not be proposed.

The Authority will maintain all ATC submissions confidential prior to the Final Selection of the Proposer to the fullest extent allowed by law. Although the Authority will issue an addendum for all ATC Proposals contained in the list below, the Authority will endeavor to maintain confidentiality of the Proposers' specific ATC Proposal. Prior to approving ATCs which would result in the issuance of an Addendum because of the item being listed below, the Proposer will be given the option to withdraw previously submitted ATC Proposals. Any approved ATC Proposal related to following requirements described by this RFP shall result in the issuance of an Addendum to the RFP:

- New Design Exceptions required or modifications to Authority approved Design Exceptions already provided in the Reference Documents.
- Significant changes in scope as determined by the Authority.

The following requirements described by this RFP may be modified by the Proposer provided they are presented in the One-on-One ATC discussion meeting, as defined below, and submitted to the Authority for review and approval through the ATC process described herein. The Authority may deem a Proposal Non-Responsive should the Proposer include but fail to present and obtain Authority approval of the proposed alternates through the ATC process. Authority approval of an ATC Proposal that is related to the items listed below will NOT result in the issuance of an Addendum to the RFP.

- Modifications to the horizontal and/or vertical geometry requiring an ATC submittal as described above, unless deemed a significant scope change by the Authority.
- Modifications to the Conceptual Typical Sections directly resulting from modifications to the horizontal and/or vertical geometry.

C. One-on-One Potential ATC Discussion Meetings

One-on-One ATC discussion meetings may be held in order for the Shortlisted Proposer to describe proposed changes to supplied basic configurations, Project scope, design criteria, and/or construction criteria. Any such meetings shall be conducted in strict accordance with Florida Statutes, Section 286.0113. Each Proposer with proposed changes may request a One-on-One ATC discussion meeting to describe the proposed changes. The Proposer shall provide, by the deadline shown in the Schedule of Events of this RFP, a preliminary list of potential ATCs to be reviewed and discussed during the One-on-One ATC discussion meetings. This list may not be inclusive of all ATCs to be discussed but it should be sufficiently comprehensive to allow the Authority to identify appropriate personnel to participate in the One-on-One ATC discussion meetings.

The purpose of the One-on-One ATC discussion meeting is to discuss the potential ATCs, answer questions that the Authority may have related to the potential ATC, review other relevant information and when possible, establish whether the potential ATC meets the definition of an ATC thereby requiring the submittal of a formal ATC Proposal. The meeting should be between representatives of the Proposer and/or the Proposer's Engineer of Record and Authority staff and agents as needed to provide feedback on the potential ATC. Within fourteen (14) calendar days of the One-on-One ATC discussion meeting, the Authority will advise the Proposer as to the following related to the potential ATCs which were discussed:

- The potential ATC meets the criteria established herein as a qualifying ATC Proposal; therefore, an ATC Proposal submission IS required, or
- The potential ATC does not meet the criteria established herein as a qualifying ATC Proposal since potential ATC discussed is already allowed or contemplated by the original RFP; therefore, an ATC Proposal submission is NOT required.

For One-on-One ATC discussions, provide a minimum of ten (10) printed handouts and upload one (1) PDF copy of all handouts and presentation materials to OneDrive. The Authority will return all handouts back to the Proposer. The PDFs uploaded to OneDrive with all presentation materials and handouts will remain in the secure procurement file.

D. Submission of ATC Proposals

If a Shortlisted Proposer is advised that its potential ATC requires an ATC Proposal submission, the Proposer may submit a formal ATC Proposal as directed. All ATC Proposals must be submitted pursuant to Section VI(1)(c) above and shall be submitted prior to the deadline shown in the Schedule of Events of this RFP (Section II).

The submission must be clearly marked as DRAFT. The Proposer, by submitting a Draft ATC, understands that the purpose of the submission is to provide information to facilitate the discussion during ATC meetings and that the Authority will discuss the concept but is not obligated to reply to the draft submission as if it

were a formal ATC submittal. However, at any time prior to the formal ATC Proposal submittal, the Authority may provide the Proposer with a draft written response. The draft written response shall be clearly marked as DRAFT.

All ATC Proposal submittals are required to be on plan sheets and shall be sequentially numbered and include the following information and discussions:

- 1) Description: A description and conceptual drawings of the configuration of the ATC or other appropriate descriptive information, including, if appropriate, product details and a traffic operational analysis as applicable.
- 2) Usage: The locations where and an explanation of how the ATC would be used on the Project.
- 3) Deviations: References to requirements of the RFP which are inconsistent with the proposed ATC, an explanation of the nature of the deviations from the requirements and a request for approval of such deviations along with suggested changes to the requirements of the RFP which would allow the alternative proposal.
- 4) Analysis: An analysis justifying use of the ATC and why the deviation, if any, from the requirements of the RFP should be allowed.
- 5) Impacts: A preliminary analysis of potential impacts on vehicular traffic (during construction), environmental impacts, community impacts, safety, and life-cycle Project and infrastructure costs, including impacts on the cost of repair, maintenance, and operation.
- 6) Risks: A description of added risks to the Authority or third parties associated with implementation of the ATC.
- 7) Quality: A description of how the ATC is equal or better in quality and performance than the requirements of the RFP including the traffic operational analysis if requested by the Authority.
- 8) Operations: Any changes in operation requirements associated with the ATC, including ease of operations.
- 9) Maintenance: Any changes in maintenance requirements associated with the ATC, including ease of maintenance.
- 10) Anticipated Life: Any changes in the anticipated life of the item comprising the ATC.

E. Review and Approval of ATC Proposals

After receipt of the ATC Proposal, the Authority's Contracts and Procurement Manager or designee, will respond to the Proposer in writing within fifteen (15) business days of receipt of the ATC Proposal as to whether the ATC is acceptable, acceptable with conditions, not acceptable, or requires additional information. If the Authority's Contracts and Procurement Manager, or its designee, determines that more information is required for the review of an ATC, questions will be prepared by the Contracts and Procurement Manager, or designee, to request and receive responses from the Proposer. The review should be completed within fifteen (15) business days of the receipt of additional information. If the review will require additional time, the Proposer will be notified by the Contracts and Procurement Manager in advance of the fifteen (15) business day deadline with an estimated timeframe for completion.

Approved Design Exceptions or Design Variations required as part of an approved ATC Proposal will result in the issuance of an addendum to the RFP notifying all Shortlisted Proposers of the approved Design Exception(s) or Variation(s). Prior to approving proposed ATCs which would result in the issuance of an Addendum as a result of a Design Exception or Variation, the Proposer will be given the option to withdraw previously submitted ATC Proposals.

The Authority reserves the right to disclose to all Proposers, via an Addendum to the RFP, any errors of the RFP that are identified during the One-on-One ATC meetings, except to the extent that the Authority determines, in its sole discretion, such disclosure would reveal confidential or proprietary information of the ATC.

Through the ATC process, the Proposer may submit, and the Authority may consider, geometric modifications to the Concept Plans or other contract requirements that will provide an engineering solution that is better overall in terms of safety, traffic flow and reduced congestion. The approval of ATCs related to improvements of traffic flow and reduced congestion is at the sole discretion of the Authority. It is the Proposer's responsibility to clearly establish in the ATC process how the engineering solution provides a benefit to the Authority and identify areas of conflict outlined in the RFP.

ATCs are accepted by the Authority at the Authority's sole discretion and the Authority reserves the right to reject any ATC submitted. The Authority reserves the right to issue an Addendum to the RFP based upon a previously denied ATC Proposal, without regard to the confidentiality of the denied ATC Proposal. All Authority approvals of ATC Proposals are based upon the known impacts on the Project at the time of submission. The Authority reserves the right to require a modification or amendment to a previously approved ATC as a result of a contract change which is issued by an addendum subsequent to the Authority's initial approval of the ATC.

F. Incorporation of Approved ATCs into the Technical Proposal

Proposers will have the option to include any Authority-approved ATCs in their Technical Proposal. The Total Lump Sum Contract Amount should reflect any incorporated ATCs. All approved ATCs that are incorporated into the Technical Proposal must be clearly identified in the Technical Proposal Plans and/or Roll Plots. The Technical Proposal shall also include a listing of the incorporated, approved ATCs.

By submitting a Proposal, the Proposer agrees, if it is not selected, to the disclosure of its work product to the successful Proposer, only after receipt of the designated stipend (if applicable) or after award of the design-build contract, whichever occurs first.

VII. PHASE 2 - PRICE PROPOSALS

A. General

The Total Lump Sum Contract Amount shall include all costs for all design, geotechnical surveys, architectural services, engineering services, Proposer's quality plan, construction of the Project, and all other work and services necessary to fully and timely complete the Work and the Project in accordance with the Contract Documents and Reference Documents, as well as all job site and home office overhead, insurance and bonds, and profit, it being understood that payment of that amount for the Project will be full, complete, and final compensation for the work required to complete the Project within the time required by the Contract Documents. The Total Lump Sum Contract Amount shall include the Signature Hillsborough River Bridge aesthetic features/structures described in Sections XI. And XII, and depicted in the SSCP Aesthetic Guidelines Document (Reference Document R_37). The Total Lump Sum Contract Amount shall not include the amount stipulated by the Authority as available for the Augmentation Process, nor any of the potential Project Augmentations.

B. Price Proposal Submittal Procedure

Proposers shall complete the Bid Blank Form (A_00X.01) attached hereto and shall include one Total Lump Sum Contract Amount for the Work within which the Proposer will complete the Project.

Proposers shall also complete the A_00X.11 - ASAP Rate Form attached hereto. The forms are to include fully loaded classification rates based on blended employee salaries by classification times a 2.8 multiplier. Each firm on the Design-Build team are to submit individual wage rate forms and are to include all f personnel who would be utilized during the ASAP.

Following award, THEA will require payroll registers to confirm the accuracy of the proposed ASAP pay rates. A payroll register is defined as a record of pay details for an employee during a specified pay period.

The payroll register will display the following information about the employee: name of employee, date, date range, hours (regular and overtime), gross pay, deductions, taxes withheld, and net pay. A payroll register is not a monthly projection, payroll forecast, or certified pay rate. Confidential information may be redacted. In the event that a newly hired employee's payroll register is not yet available, an official offer letter countersigned by both parties (inclusive of a rate and start date) shall be provided.

The Price Proposal shall include a completed Schedule of Values form (A_00X.04) with estimated quantities and associated unit prices. The sum total of the Schedule of Values should equal the price proposal on the completed Bid Blank Form.

The Price Proposals shall only be submitted via the Proposer's unique OneDrive link, using the required filename convention, in PDF format.

The package uploaded to the Proposer's OneDrive link shall indicate clearly that it is the Price Proposal and shall clearly identify "Price Proposal-Proposer's name-SSCP Project#: O-2225." The Price Proposal shall be secured and unopened until the date specified for opening of Price Proposals. Price Proposals received after that time will not be considered and will be returned unopened. Price Proposals transmitted by facsimile or electronic mail are non-responsive and will not be considered. The Price Proposal Guaranty and completed Schedule of Values shall be clearly labeled and enclosed in a separate subfile from the Bid Blank Form and the ASAP Rate Form. The subfile including the completed Bid Blank Form shall clearly indicate its contents, in addition to identifying the Proposer's name, SSCP Project#: O-2225. Price Proposals must be submitted on an exact reproduction of the Bid Blank Form provided. Proposers may add lines to the ASAP Rate Form to accommodate the appropriate number of personnel and classifications being identified by the Proposer, but may not alter any other element of the ASAP Rate Form in its reproduction for submittal.

Price Proposals received will be publicly opened and the contents noted, except as provided in the Instructions to Proposers – Basis of Award, at the time and place specified in the Request for Proposal. Proposers or their authorized agents are invited to be present during the proposal opening.

C. Florida Sales And Other Taxes

The Proposer is responsible for paying to the appropriate governmental entity all applicable taxes. Any applicable tax legally enacted when the Proposals are received shall be included in the Total Lump Sum Contract Amount by the Proposer, whether or not yet effective or merely scheduled to go into effect.

D. Price Proposal Guaranty

A Price Proposal Guaranty in an amount of not less than five percent (5%) of the Total Lump Sum Contract Amount shall accompany each Proposer's Price Proposal. The Price Proposal Guaranty may, at the discretion of the Proposer, be in the form of a cashier's check, bank money order, bank draft of any national or state bank, certified check, or surety bond, payable to the Authority. The surety on any Price Proposal Guaranty shall be a company recognized to execute bid bonds for contracts of the State of Florida. The Price Proposal Guaranty shall stand for the Proposer's obligation to timely and properly execute the design-build contract and supply all other submittals due therewith. If the Proposer improperly withdraws its Proposal, or if the Proposer receives a Notice of Intent to Award the Contract and fails to execute and deliver to the Authority any of the Contract Documents or information required by this RFP within ten (10) calendar days after the Authority's written request, the Authority shall be entitled to the full amount of the Price Proposal Guaranty, not as a penalty, but in liquidation of and compensation for damages. The amount of the Price Proposal Guaranty shall be a liquidated sum, which shall be due in full in the event of default, regardless of the actual damages suffered. A Notice of Intent to Award may then be provided to the next lowest, qualified, responsible Proposer whose Proposal is responsive to the Request for Proposals. The

Price Proposal Guaranty of all Proposers shall be released pursuant to 3-4 of the Division I Design-Build Specifications.

VIII. FINAL SELECTION AND BASIS OF AWARD

A. Final Selection Formula

The Authority shall publicly open the sealed Price Proposals and calculate an adjusted score using the following formula:

$$\frac{BPP}{TS} = \text{Adjusted Score}$$

BPP = Total Lump Sum Contract Amount proposed

TS = Technical Score (Average Score from Technical Proposal)

The intended selected Proposer will be the responsive and responsible Proposer whose adjusted score is lowest.

B. Final Selection Process/Basis of Award

After the sealed Price Proposals are received, the Authority will have a public meeting for the announcement of the Technical Scores and opening of sealed Price Proposals. At this public meeting, the Authority will announce the score for each member of the Evaluation Committee, by category, for each Proposer and each Proposer's Technical Score. Following announcement of the Technical Scores, the sealed Price Proposals will be opened and the Adjusted Scores calculated. The Authority will document the preliminary results as presented in the meeting.

The Authority's Board of Directors will review the recommendation of the Evaluation Committee and will make a final determination.

In determining the apparent lowest Adjusted Score, the Authority reserves the right to correct, in all Proposals, obvious mathematical errors within the Price Proposal. The Authority reserves the right to correct any errors in the evaluation and selection process that may appear to have been made. The Authority is not obligated to award the design-build contract and the Authority's may decide to reject all Proposals. If the Authority decides not to reject all Proposals, the design-build contract shall be noticed for award to the responsive and responsible Proposer determined by the Authority to have the lowest Adjusted Score.

All decisions regarding award of the design-build contract will be made by the Authority at open public meetings in accordance with the requirements of Florida Statutes, Section 286.011, and all interested parties are invited to attend such meetings.

C. Rejection of Proposals

A Proposal may be considered irregular and may be rejected if, in the Authority's sole discretion, the Proposal contains any omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. In addition, the Authority reserves the right to reject for any reason, in its sole discretion, all Proposals at any time prior to full execution of a contract and delivery of same to the Proposer.

The Authority reserves the right to request additional or missing information and make corrections to obvious errors to a Technical Proposal or Price Proposal and to waive any irregularities in any Proposal, to reject any or all Proposals, to re-advertise the Project or elect not to proceed with the Project.

D. Execution of the Contract

Unless all Proposals are rejected, a Notice of Intent to Award the design-build contract will be issued to the apparent successful Proposer. The Notice of Intent to Award does not create a contractual relationship between the parties. Rather, it triggers the Proposer's obligation to, within ten (10) calendar days after the Authority's request for such documentation, execute and deliver to the Authority all of the required Contract Documents, including, but not limited to the following:

- The design-build contract in the form contained in the Contract Documents
- The Performance Bond and Payment Bond in the form contained in the Contract Documents each for not less than the Total Lump Sum Contract Amount,
- The Power of Attorney and Countersignature for the Performance and Payment Bonds,
- The Certificate of Insurance (see example Form A_00X.02) evidencing the required insurance coverage as defined in Attachment A_002.10 – Insurance, Coverages and Limits,
- The required SBE data and submittals, if applicable,
- The Preliminary Schedule.

The above documents must be furnished, executed, and delivered to the Authority before the Contract Documents will be executed by the Authority. The design-build contract shall not be deemed awarded and shall not be binding upon the Authority until it has been executed by the Authority and a copy of the fully executed Contract Documents is delivered to the successful Proposer.

In the event that the apparent successful Proposer fails to execute the awarded design-build contract and to submit the above documents within the time prescribed, the Authority may annul the award, causing the Proposer to forfeit the Price Proposal Guaranty to the Authority as liquidation of damages sustained. The Authority may then award the Contract to the responsible Proposer with the next lowest, adjusted score, re-advertise, or accomplish the Project using alternate resources.

Proposers are hereby informed that the award of this Contract is contingent upon the Authority's available funding. The Authority reserves the right not to proceed with the award of the design-build contract for any reason, including, but not limited to, if the bids exceed the Authority's estimates or budget or funding is otherwise unavailable. The Authority shall have the right to rescind its Notice of Intent to Award without liability, except for the return of the Price Proposal Guaranty to the Proposer, at any time before the Contract Documents have been fully executed by all parties and delivered to the Proposer.

IX. ACCELERATED SCOPE AUGMENTATION PHASE

A. General

The Parties shall negotiate in good faith to investigate the feasibility, affordability, and public benefit of the Project Augmentations, in support of the Authority's Project Delivery Goals. Such period of time shall be known as the "Accelerated Scope Augmentation Phase" (ASAP).

B. Initiation of the ASAP

Following execution of the design-build contract, the Authority's may initiate the ASAP by taking the following actions:

- 1) The Authority will identify the Scope Augmentations to be developed by the Design-Build Firm, and request the Design-Build Firm to prepare a proposed scope and not-to-exceed fee proposal for the required professional services to support preliminary engineering and cost estimating efforts, as defined in IX.B below.

- 2) Following receipt of the Design-Build Firm's ASAP proposal, the Parties shall negotiate in good faith the milestone schedule and not to exceed amount for the identified scope, which may be refined as necessary.
- 3) Upon reaching agreement, the Authority may issue a Task Work Order (TWO) for the negotiated ASAP professional services, to be paid at the agreed upon loaded wage rates, and issues a TWO Notice to Proceed.

Note, the actions above (Section IX.B) are non-compensable efforts.

C. Accelerated Scope Augmentation Phase Tasks/Deliverables

At the direction of the Authority and as described in the ASAP TWO, the Design-Build Firm shall implement a collaborative preliminary design and cost estimate development process for the possible incorporation of Project Augmentations into the Work.

The ASAP TWO shall include a description of all required tasks/deliverables (each of which may be designated as subject to review and comment by the Authority), which at the Authority's discretion may include (but shall not be limited to):

- 1) Management Services
 - a. Develop and implement a Project Management Plan
 - b. Develop and implement Quality Management Plan
 - c. Develop and implement a Safety Plan
 - d. Update the Stakeholder Engagement Plan
 - e. Update the Transportation Management Plan and the Traffic Control Plan, as needed
 - f. Conduct risk and opportunity/innovation workshops
 - g. Undertake third-party coordination with Utility Agency/Owners (UAOs) (anticipated to be led by the Design-Build Firm with Authority oversight)
 - h. Support and coordinate with Authority on ROW matters, relative to schedules, construction impacts, maintenance of driveway access, cure improvements, etc.
 - i. Prepare Governmental Approvals and permits required to complete the Project. When the Authority is responsible for obtaining an approval/permit, provide supporting information and documentation when requested by the Authority
 - j. Prepare a Hurricane Preparedness Plan for submittal to and review and acceptance by the Authority
- 2) Preliminary Design Services
 - a. Design meetings and minutes at an interval specified by the Authority, plus regular discipline-specific meetings
 - b. Presentations and engineering drawings to show work in progress or innovations
 - c. Develop designs to the level of advancement specified by the Authority
 - d. Prepare and submit applications and/or modifications for permits and submit applicable fees required by authorities with jurisdiction
 - e. Develop Project Technical Provisions
 - f. Perform design and provide documentation pursuant to the applicable manuals, policies, and procedures and the requirements of the Contract Documents
 - g. Perform utility coordination, surveys and prepare utility adjustment sheets
 - h. Prepare designs and construction documents for utility adjustments and relocations

- i. Prepare ROW plans and provide ROW acquisition support services for any proposed new ROW, if required by the Authority.
 - j. Conduct any remaining site investigations and surveys
 - k. Ensure National Environmental Protection Act (NEPA) commitments are met
- 3) Preconstruction Services
 - a. Risk management
 - b. Develop and implement mitigation plans for identified risks.
 - c. Identify, evaluate optimize and propose alternatives to reduce schedule, reduce costs, or improvements that otherwise will improve the Project.
 - d. Perform constructability and maintainability reviews of designs, plans and specifications at major milestones as determined by the parties.
- 4) Cost Estimating
 - a. Develop opinions of probable construction cost (“OPCC”) at the specified design levels, as defined by the FDM, or as requested by the Authority, and the Design-Build Firm shall share the details of its cost model with the Authority and its representatives.
 - b. Cooperate with the Authority and its representatives in review of OPCC at the specified design milestones, or as requested by the Department.
 - c. Develop a Guaranteed Maximum Price (GMP) for each proposed Design-Build Amendment for submittal to and review by the Authority.
 - d. Open Book Negotiations: The development of all GMPs and changes during Construction shall be on an open-book basis, and the Authority and its agents shall have the right to access and copy all records, accounts, and other data used by the Design-Build Firm in connection with the preparation of any draft or final GMP and proposed Design-Build Amendment. Each GMP included in any proposed Design-Build Amendment shall be developed in a cooperative manner in accordance with the guidelines and principles described in the Contract Documents.
- 5) Project Schedule
 - a. Schedules for delivery of a Project Augmentation
 - b. Estimated impacts to the Project Schedule, if any
- 6) Subcontractor Management
 - a. Prepare a Subcontractor Plan, including identification of the methodology of procurement and the selection processes for subcontractors. This Subcontractor Plan must be submitted for review and approval by the Authority.
 - b. Solicit bids and select subcontractors in accordance with the Subcontractor Plan

If the design of a Project Augmentation is likely to impact the design of the Project, the ASAP TWO shall also describe such impacted Project designs and direct the Design-Build Firm not to proceed with specific Work related to the impacted design during the duration of the ASAP to avoid the need for rework.

D. Accelerated Scope Augmentation Phase Compensation and Payment

1) Compensation

The Authority shall provide compensation to the Design-Build Firm for professional services and contractor project management performed in accordance with the scope of work and terms of the ASAP TWO based on fully loaded wage rates calculated by application of a fixed multiplier, which in

the case of this Project shall be 2.8, to actual current wage rates. This multiplier is not subject to negotiations after project award.

Loaded rates for the professional services component shall be established in accordance with the FDOT Negotiation Handbook, based on the wage rates submitted on form A_00X.11 - ASAP Rate Form, attached hereto. Loaded rates for the Contractor component shall be established by multiplying the direct hourly rates for each contractor or consultant job classification approved by the Authority after Contract Award by the multiplier of 2.8.

2) Payment

Every 30-Calendar Day period during the Accelerated Scope Augmentation Phase, the Authority shall pay the Design-Build Firm based on actual staff hours effectively spent in that period. A Progress Report shall be submitted with the invoice documenting the work elements performed and milestones reached. Such payments shall in no event collectively exceed the Not To Exceed established in the ASAP Task Work Order unless modified by Change Order. The Design-Build Firm shall submit an invoice for such payments on the 30-Calendar Day anniversary of the execution date of Notice to Proceed to the Accelerated Scope Augmentation Phase, thereafter, on every 30-Calendar Day anniversary of such date, and within 10 working days following the end of the Accelerated Scope Augmentation Phase.

E. Authority's Right to Terminate ASAP

At any time during the Accelerated Scope Augmentation Phase, the Authority may, at its sole discretion, elect to direct the Design-Build Firm to stop performance of the tasks/deliverables described in a Task Work Order and proceed with the Project under the original terms of the design-build contract without execution of a Design-Build Amendment. If the Authority makes such election, the Design-Build Firm shall continue to proceed with the Work according to the terms of the design-build contract without modification related to the Project Augmentations and the Design-Build Firm shall be entitled to payment only for ASAP work actually performed and delivered prior to termination of the ASAP.

F. Preparation of Proposed Design-Build Amendment

At the Authority's request, the Design-Build Firm shall submit a proposed Design-Build Amendment consistent with all approved or accepted Accelerated Scope Augmentation Phase Tasks/Deliverables specified in the Task Work Order.

Thereafter, the Authority and the Design-Build Firm shall engage in good faith negotiations to finalize the proposed Design-Build Amendment on a timely basis. At the Authority's request, the Design-Build Firm shall meet with the Authority to review and discuss the draft proposed Design-Build Amendment and make adjustments in response to comments from the Authority. The Authority shall review the proposed Design-Build Amendment and provide any feedback or direction it elects in its discretion including direction to the Design-Build Firm to continue to participate in value engineering exercises so that the Design-Build Firm can reduce the cost of the Project Augmentation package Proposal.

At the Authority's request, the Design-Build Firm shall meet with the Authority to review and discuss the GMP for proposed Design-Build Amendment and make adjustments in response to comments from the Authority.

If the Authority and Design-Build Firm agree upon a GMP and other items comprising the proposed Design-Build Amendment, then they may finalize the proposed Design-Build Amendment subject to the provisions set forth in this Section.

G. Design-Build Amendment

At any time during the Accelerated Scope Augmentation Phase, the Authority may elect to issue a Design-Build Amendment for the Design-Build Firm to proceed with any or all of the Project Augmentations, or strategies such as value engineering or scope reduction to improve the affordability of the Project. Such revisions shall be documented in an executed Change Order, which in addition to all other applicable requirements, shall include the following:

- 1) Project scope of work (including changes to the existing scope, as appropriate) as agreed to by the Parties;
- 2) Any environmental commitments not otherwise addressed in the Contract Documents;
- 3) An update to the Project Schedule, and any modification to the Contract Time (note, any change in Project Schedule resulting from a modification will need to be discussed early in the Augmentation development and clearly justified);
- 4) Deadlines for the Authority to provide access to any R/W to which access has not yet been provided (note, this is an unlikely event);
- 5) A schedule for obtaining any modifications to Governmental Approvals or new Governmental Approvals required by the Project Augmentation scope;
- 6) A schedule for obtaining any required Environmental Approvals not yet obtained; and
- 7) An adjustment to the Total Lump Sum Contract Amount, if necessary, to account for any cost impacts resulting from a Design-Build Amendment; and
- 8) Any modifications to the Project Requirements and Provisions for Work or Design and Construction Criteria that are related to or required for implementation of the Project Augmentations, as agreed to by the Parties.

The parties shall acknowledge and agree that each Design-Build Amendment reflects all revisions to the Contract Documents that have been agreed by the parties during the Accelerated Scope Augmentation Phase.

X. PROJECT REQUIREMENTS AND PROVISIONS FOR WORK

A. Governing Regulations

The services performed by the Design-Build Firm shall be in compliance with all applicable Manuals and Guidelines including the Authority, Florida Department of Transportation (Department), FHWA, AASHTO, and additional requirements specified in this document. Except to the extent inconsistent with the specific provisions in this document, the current edition, including updates, of the following Manuals and Guidelines shall be used in the performance of this work. Current edition is defined as the edition in place and adopted by the Authority at the date of advertisement of this contract with the exception of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, Manual on Uniform Traffic Control Devices (MUTCD), and FDOT Standard Plans with applicable Interim Revisions. The Design-Build Firm shall use the edition of the Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications, FDOT Standard Plans and applicable Interim Revisions in effect **on the date that Price Proposals are due**

per Section II. Schedule of Events. The Design-Build Firm shall use the 2009 edition of the MUTCD (as amended in 2012). It shall be the Design-Build Firm's responsibility to acquire and utilize the necessary manuals and guidelines that apply to the work required to complete this Project. The services will include preparation of all documents necessary to complete the Project as described in Section I of this document.

- 1) Florida Department of Transportation Design Manual (FDM)
<http://www.fdot.gov/roadway/FDM/>
- 2) Florida Department of Transportation Specifications Package Preparation Procedure
<http://www.fdot.gov/programmanagement/PackagePreparation/Handbooks/630-010-005.pdf>
- 3) Florida Department of Transportation Standard Plans for Road and Bridge Construction
<http://www.fdot.gov/design/standardplans/>
- 3a. Standard Plans Instructions (Refer to Part I, [Chapter 115, FDM](#))
<http://www.fdot.gov/roadway/FDM/>
- 4) Florida Department of Transportation Standard Specifications for Road and Bridge Construction (Divisions II & III), Special Provisions and Supplemental Specifications
<https://www.fdot.gov/programmanagement/Implemented/SpecBooks/default.shtm>
- 5) Florida Department of Transportation Surveying Procedure 550-030-101
<http://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/FormsAndProcedures/ViewDocument?topicNum=550-030-101>
- 6) Florida Department of Transportation EFB User Handbook (Electronic Field Book)
http://www.fdot.gov/geospatial/doc_pubs.shtm
- 7) Florida Department of Transportation Drainage Manual
<http://www.fdot.gov/roadway/Drainage/ManualsandHandbooks.shtm>
- 8) Florida Department of Transportation Soils and Foundations Handbook
<http://www.fdot.gov/structures/Manuals/SFH.pdf>
- 9) Florida Department of Transportation Structures Manual
<http://www.fdot.gov/structures/DocsandPubs.shtm>
- 10) Florida Department of Transportation Computer Aided Design and Drafting (CADD) Manual, FDOTConnect and FDOT2021 C3D (January 2024)
<https://www.fdot.gov/cadd/downloads/publications/caddmanualfdm/fdotconnectc3d.shtm>
- 11) AASHTO – A Policy on Geometric Design of Highways and Streets, 2018
<https://store.transportation.org/Item/CollectionDetail?ID=180>

- 12) MUTCD - 2009
<http://mutcd.fhwa.dot.gov/>
- 13) Safe Mobility for Life Program Policy Statement
<http://www.fdot.gov/traffic/TrafficServices/PDFs/000-750-001.pdf>
- 14) Traffic Engineering and Operations Safe Mobility for Life Program
<http://www.fdot.gov/traffic/TrafficServices/SafetyisGolden.shtm/>
- 15) Florida Department of Transportation American with Disabilities Act (ADA) Compliance – Facilities Access for Persons with Disabilities Procedure 625-020-015
<https://fdotwp1.dot.state.fl.us/ProceduresInformationManagementSystemInternet/?viewBy=0&procType=pr>
- 16) Florida Department of Transportation Florida Sampling and Testing Methods
<http://www.fdot.gov/materials/administration/resources/library/publications/fstm/disclaimer.shtm>
- 17) Florida Department of Transportation Flexible Pavement Coring and Evaluation Procedure
<http://www.fdot.gov/materials/administration/resources/library/publications/materialsmanual/documents/v1-section32-clean.pdf>
- 18) Florida Department of Transportation Design Bulletins and Update Memos
<http://www.fdot.gov/roadway/Bulletin/Default.shtm>
- 19) Florida Department of Transportation Utility Accommodation Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/programmanagement/utilities/docs/uam/uam2017.pdf?sfvrsn=d97fd3dd_0
- 20) AASHTO LRFD Bridge Design Specifications
https://bookstore.transportation.org/category_item.aspx?id=BR
- 21) Florida Department of Transportation Flexible Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
- 22) Florida Department of Transportation Rigid Pavement Design Manual
<http://www.fdot.gov/roadway/PM/publicationS.shtm>
- 23) Florida Department of Transportation Right of Way Manual
<http://www.fdot.gov/rightofway/Documents.shtm>
- 24) Florida Department of Transportation Traffic Engineering Manual

- <http://www.fdot.gov/traffic/TrafficServices/Studies/TEM/tem.shtm>
- 25) Florida Department of Transportation Intelligent Transportation System Guide Book
http://www.fdot.gov/traffic/Doc_Library/Doc_Library.shtm
 - 26) Florida Department of Transportation Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways
<http://www.fdot.gov/roadway/FloridaGreenbook/FGB.shtm>
 - 27) Florida Department of Transportation Project Development and Environment Manual, Parts 1 and 2
<http://www.fdot.gov/environment/pubs/pdeman/pdeman1.shtm>
 - 28) AASHTO Highway Safety Manual
<http://www.highwaysafetymanual.org/>
 - 29) Florida Statutes
<http://www.leg.state.fl.us/Statutes/index.cfm?Mode=View%20Statutes&Submenu=1&Tab=statutes&CFID=14677574&CFTOKEN=80981948>
 - 30) Florida Department of Transportation Equal Opportunity Construction Contract Compliance Manual
<http://www.fdot.gov/equalopportunity/contractcomplianceworkbook.shtm>
 - 31) AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals
[AASHTO Bookstore - Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, 6th Edition, with 2015 Interim Revisions](#)
 - 32) Florida Department of Transportation Bridge Load Rating Manual
<http://www.fdot.gov/maintenance/LoadRating.shtm>
 - 33) National Electrical Code
http://catalog.nfpa.org/NFPA-70-National-Electrical-Code-NEC-2014-Edition-P1194.aspx?order_src=D347&gclid=CPT6k6zP0M0CFQcMaQodkooAuQ
 - 34) National Electrical Safety Code
<http://standards.ieee.org/about/nesc/>
 - 35) [Federal Highway Administration Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Plans and Specifications](#)
<http://www.fhwa.dot.gov/engineering/geotech/pubs/reviewguide/checklist.cfm>
 - 36) AASHTO Guide for the Development of Bicycle Facilities
https://bookstore.transportation.org/collection_detail.aspx?ID=116

37. [Federal Highway Administration Hydraulic Engineering Circular Number 18 \(HEC 18\).
http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17](http://www.fhwa.dot.gov/engineering/hydraulics/library_arc.cfm?pub_number=17)

38. [FDOT Drainage Design Guide
https://www.fdot.gov/roadway/drainage/design-guide](https://www.fdot.gov/roadway/drainage/design-guide)

39. [Florida Bridge Scour Manual
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/drainage/bridgescour/fdot-scour-manual.pdf?sfvrsn=6b9990fb_4](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/drainage/bridgescour/fdot-scour-manual.pdf?sfvrsn=6b9990fb_4)

B. Geotechnical Services

1) General Conditions

The Design-Build Firm shall be responsible for identifying and completing the 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 responsible for completing the geotechnical aspects of the Project.

C. Project Commitments

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

	Commitment	Responsible Party
1	Design-Build Firm shall not disrupt any toll collection operation, revenue collection or Intelligent Transportation System during any construction phase.	Design-Build Firm
2	During construction for the project within the Fort Brooke site (8HI00013), ground disturbance that goes beyond the depth of one meter (3.3 ft) shall be monitored by a qualified archaeologist	Design-Build Firm
3	If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project area, construction activities involving subsurface disturbance in the vicinity of the discovery will cease. The Florida Department of State, Division of Historical Resources, Compliance Review Section will be contacted. The subsurface construction activities will not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during construction activities, all work will stop immediately, and the proper authorities notified in accordance with Section 872.05, Florida Statutes.	Design-Build Firm
4	Design-Build Firm shall adhere to the most current National Marine Fisheries Service’s (NMFS) Construction Special Provisions - Gulf Sturgeon Protection Guidelines for the protection of the Gulf Sturgeon.	Design-Build Firm

	Commitment	Responsible Party
5	Design-Build Firm shall adhere to the most current NMFS's Sea Turtle and Smalltooth Sawfish Construction Conditions during project construction.	Design-Build Firm
6	<p>-Design-Build Firm shall implement the U.S. Army Corps of Engineers (USACE) Standard Manatee Conditions for In-Water Work (most current version). These guidelines will be incorporated as part of the final project design. Additional special conditions for manatees will be addressed during construction and include the following:</p> <p>-Barges will be equipped with fender systems that provide a minimum standoff distance of four feet between wharves, bulkheads and vessels moored together to prevent crushing manatees. Existing slow speed or no wake zones will apply to work boats and barges associated with construction; and</p> <p>-The spacing between the bridge pilings will be at least 60 inches to allow for manatee movement in between the pilings. If a minimum of 60-inch spacing is not provided between piles, further coordination will be conducted with the U.S. Fish and Wildlife Service (USFWS).</p> <p>-Any culverts larger than eight inches and less than eight feet in diameter will be grated to prevent manatee entrapment.</p>	Design-Build Firm
7	Design-Build Firm shall implement a Marine Wildlife Watch Plan for the West Indian/Florida manatee during project construction to eliminate the possibility of construction-related manatee injury or death. These guidelines will be incorporated into the final project design.	Design-Build Firm
8	<p>-Design-Build Firm shall coordinate with the NMFS, USFWS, and/or USACE regarding potential impacts associated with pile driving activities needed for bridge construction over the Hillsborough River.</p> <p>-The size/style of piles, quantity of piles, number of piles driven per day, number of strikes per pile, and other information needed to determine potential hydroacoustic impacts to marine wildlife is currently unknown.</p> <p>-THEA will inform the Design-Build Firm of the requirement to use a ramp-up procedure during the installation of piles. This procedure allows for a gradual increase in noise level to give sensitive species ample time to flee prior to initiation of full noise levels. This approach can reduce the likelihood of secondary or sub-lethal effects from sound impulses associated with pile driving.</p> <p>-No nighttime in-water work will be performed. In-water work will be conducted from official sunrise until official sunset times.</p>	Design-Build Firm
9	Design-Build Firm shall construct Concrete Barrier/Noise Walls along both sides of the roadway per the RFP limits and height requirements	Design-Build Firm

	Commitment	Responsible Party
10	Construction of the improvements to the Expressway bridges over the Hillsborough River shall be coordinated by Design-Build Firm with contractor building the City of Tampa’s West Riverwalk project.	Design-Build Firm
11	Wrong-Way driving warning systems with in-pavement blinking lights shall be installed on all off-ramps within the Project limits	Design-Build Firm
12	BIM/CADD deliverables in addition to PDF plan sets shall be submitted by the Design-Build Firm for each design submittal.	Design-Build Firm
13	As part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for delivery as the as-built Asset Information Model (AIM).	Design-Build Firm
14	Design-Build Firm’s first construction activity shall be to construct and maintain 8-ft security/construction/visual barrier fence along the eastbound roadway limits of construction	Design-Build Firm
15	The Authority is committed to providing agencies using THEA rights-of-way for parking with a minimum 30-day notice of upcoming partial or full parking lot closures due to construction activities. Design-Build Firm shall notify the Authority of any impacts to existing parking in time for the Authority to provide the minimum 30-day notice.	Design-Build Firm & Authority
16	Design-Build Firm shall accommodate the future construction of Public Space Improvements (Reference Document R_17 – Public Space Concept at Bay to Bay) underneath the bridge overpasses at W. Bay-to-Bay Boulevard. and S. MacDill Avenue Concept features include a Dog Park, Flexible and/or Recreational Use Space, Enhanced Parking as identified in the Reference Documents.	Design-Build Firm & Authority, as stated

D. Permitting

The Design-Build Firm shall be responsible for obtaining all applicable permits and agency approvals for the project. Anticipated permitting agencies include, but are not limited to, United States Coast Guard, USCOE, FDEP, SWFWMD, City of Tampa, and Port Tampa Bay.

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 be responsible for obtaining new or modifying existing permits as necessary to accurately depict the final design. The Design-Build Firm shall be responsible for any necessary permit time 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 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. 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 applicable permitting agency. An electronic copy of all correspondence with any of the permitting agencies shall be sent to the Authority. 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 project 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 and public notice 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.

Prior to submitting a permit application or modification to a regulatory agency, the Design-Build Firm shall provide the Authority a draft of all supporting information. The Authority will have up to 10 calendar days (excluding weekends and Holidays) to review and comment on the draft permit application package. The Design-Build Firm will address all comments by the Authority and obtain Authority approval, prior to submittal of the draft permit application package. 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 application package, prior to submittal of the permit application(s) by the Design-Build Firm to the regulatory agency(ies).

Any additional mitigation required due to design modifications proposed by the Design-Build Firm shall be the responsibility of the Design-Build Firm, consistent with the provisions of Section 373.4137, Florida Statutes, and acceptable to the permitting agency(ies). The Design-Build Firm shall be solely responsible for all costs associated with permitting activities and mitigation and shall include all necessary permitting activities in its schedule.

The Design-Build Firm shall be responsible for procurement of all applicable Hillsborough County and City of Tampa permits and approvals. These may include but are not limited to right-of-way use, access, utilities, water, wastewater, 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 8-7.3, being made directly to the Director, the Authority reserves unto the Director, 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 Director 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 Director under this provision.

E. Railroad Coordination

All required Railroad Reimbursement Agreements will be between CSX Transportation, Inc. (“CSXT”) and the Authority. Copies of the approved Agreements will be made available to the Design-Build Firm. The Design-Build Firm must comply with the terms of these agreements. 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 CSXT, will be required for twenty (20) or more consecutive calendar days (long-term) and the Authority has not notified CSXT. The Design-Build Firm shall be solely responsible for contacting CSXT and scheduling all CSXT protective services.

CSXT protective services shall be paid by the Design-Build Firm through monthly and final estimate deductions based on actual (documented) protective services costs provided by CSXT. Payment to CSXT will then be made by the Authority per terms of the Railroad Reimbursement Agreement.

Coordination with CSXT is anticipated for, but not limited, to Westbound Selmon Expressway widening within Authority right-of-way adjacent to CSX right-of-way and project improvements potentially impacting existing railroad crossing signals/gates at:

- W. El Prado Boulevard
- S. MacDill Avenue
- Mississippi Avenue
- S. Howard Avenue
- Watrous Avenue
- Morrison Avenue
- W. Swann Avenue

The Design-Build Firm shall follow and meet the requirements of CSXT’s Public Projects Manual during its performance of the Work.

F. Survey

The Authority has completed substantial surveying within the Project limits (Attachment A_018 Survey Data). The Design-Build Firm shall complete the 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 an 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, and the Surveying and Mapping Handbook.

G. Verification of Existing Conditions

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

By execution of the Design-Build Agreement 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 by the Authority 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.

H. Submittals

1) 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 may submit components for project segments; however, sufficient information on adjoining areas must be provided to allow for a complete review. Submittals for bridges are limited to foundation, substructure, and superstructure. For bridges over navigable waterways, submittals are limited to foundation, approach substructure, approach superstructure, main unit substructure, and main unit superstructure. Further dividing the foundation, substructure, or superstructure into individual elements (i.e. Pier 2, Abutment 1, Span 4, etc.) will not be accepted.

Category 1 and 2 bridge submittals shall contain the following:

- Plan sheets for the component under review developed to the specified level of detail (i.e. 90% plans, Final plans, etc.) as outlined in the FDM.
- A complete set of the most developed plan sheets for all other major elements of the bridge. These sheets shall be marked “For Information Only” on the index sheet. In no case shall a plan sheet be less than 30% complete.
Design documentation including a complete set of calculations, geotechnical reports, pertinent correspondence, etc. in support of the 90% and final component submittals.

2) Phase Submittals

The Design-Build Firm shall provide the documents for each phase submittal listed below to the Authority’s Project Manager. The particular phase shall be clearly indicated on the documents. The Authority’s Project Manager will send the documents to the appropriate office for review and comment. Once all comments requiring a response from the Design-Build Firm have been satisfactorily resolved as determined by the Authority, the Authority’s Project Manager will initial, date, and stamp the signed and sealed plans and specifications as “Released for Construction”. The Design-Build Firm will be required to submit BIM/CADD deliverables in addition to PDF plan sets for each design submittal.

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

2 printed copies of 11” X 17” plans

- Line and Grade Master Plan
- Traffic Control Master Plan

- Preliminary Drainage Plan
- Lighting Master Plan
- Overhead Signing Master Plan
- Wrong way entry gates and countermeasures Master Plan
- Toll Site Layout Plan
- Preliminary Traffic Signal Layout Plan
- ITS/ATMS Protection and MOC Plan (per planned construction phase)
- 1 draft pavement design package
- 1 draft typical section package
- 1 draft design exception and variation package
- 1 draft geotechnical report
- 1 copy of design documentation
- 1 copy of Technical Special Provisions
- BIM.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

4 portable digital storage devices or electronic file transfer containing the above information (use .pdf format for Master Plans, reports, documentation, and Technical Special Provisions).

90% Phase Submittal

- 2 printed copies of 11" X 17" plans (all required components)
- 1 copy of digitally signed and sealed geotechnical report
- 1 copy of digitally signed and sealed geotechnical report
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP) for Authority acceptance and update throughout the construction period
- 1 copy of design documentation
- 1 copy of Technical Special Provisions
- 1 copy of Bridge Load Rating Calculations
- 1 copy of Completed Bridge Load Rating Summary Detail Sheet
- 1 copy of Load Rating Summary Form
- 1 copy of Independent Peer Review Certification for Category 2 Structures
- BIM.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

4 portable digital storage devices or electronic file transfer containing the above information (use .pdf format for Master Plans, reports, documentation, and Technical Special Provisions).

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

The Authority will designate in the review comments if the next submittal will be a resubmittal of the 90% phase submittal or if the plans and supporting calculations are significantly developed to proceed to the Final Submittal. If the Authority requires more than 2 resubmittals a submittal workshop between the Authority and the Design-Build Firm must be held to resolve any outstanding issues or comments.

Final Submittal

- 1 set of digitally signed and sealed 11" X 17" plans (all required documents)
- 1 copy of signed and sealed 11" X 17" plans (unlocked file)
- 1 set of digitally signed and sealed design documentation

- 1 copy of signed and sealed design documentation (unlocked file)
- 1 copy of Settlement and Vibration Monitoring Plan (SVMP)
- 1 set of final design documentation
- 1 signed and sealed copy of the Bridge Load Rating Summary Detail Sheet
- 1 signed and sealed copy of the Load Rating Summary Form
- 1 signed and sealed Construction Specifications Package or Supplemental Specifications Package
- 1 copy of signed and sealed copy of Construction Specifications Package or Supplemental Specifications Package
- 1 electronic copy of Technical Special Provisions in .pdf format
- BIM.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements)

4 portable digital storage devices or electronic file transfer containing the above information (use .pdf format for Master Plans, reports, documentation, and Technical Special Provisions).

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

The Design-Build Firm shall provide a list of all changes made to the plans or specifications that were not directly related to the 90% plans review comments. Significant changes (as determined by the Authority) made as a part of the Final submittal, that were not reviewed or provided in response to the 90% submittal comments, may require an additional review phase prior to stamping the plans or specifications “Released for Construction.” The Design-Build Firm shall provide a signed certification that all review comments have been resolved to the Authority’s satisfaction as a requirement before obtaining “Released for Construction” plans.

3) Requirements to Begin Construction

The Authority’s indication that the signed and sealed plans and specifications are “Released for Construction” authorizes the Design Build Firm to proceed with construction based on the contract plans and specifications. The Authority’s review of submittals and subsequent Release for Construction is to assure that the Design-Build Firm’s Engineer or Record (EOR) has approved and signed the submittal, the submittal has been independently reviewed and is in general conformance with the Contract Documents. The Authority’s review is not meant to be a complete and detailed review. No failure by the Authority in discovering details in the submittal that are released for construction and subsequently found not to be in compliance with the requirements of the contract shall constitute a basis for the Design-Build Firm’s entitlement to additional monetary compensation, time, or other adjustments to the contract. The Design-Build Firm shall cause the EOR to resolve the items not in compliance with the contract, errors or omissions at no additional cost to the Authority and all revisions are subject to the Authority’s approval.

The Design-Build Firm may choose to begin construction prior to completion of the Phase Submittals and the Authority stamping the plans and specifications Released for Construction except for bridge construction. To begin construction the Design-Build Firm shall submit signed and sealed plans for the specific activity; submit a signed and sealed Construction Specifications Package or Supplemental Specifications Package; obtain regulatory permits as required for the specific activity; obtain utility agreements and permits, if applicable; and provide five (5) working days’ notice before starting the specific activity. The plans to begin construction may be in any format including a report with details, 8 1/2” X 11” sheets, or 11” X 17” sheets, and only the information needed by the Design-Build Firm to construct the specific activity needs to be shown. Beginning construction prior to the Authority stamping the plans and specifications Released for Construction does not reduce or eliminate the Phase Submittal requirements.

4) **As-Built Set**

The Design-Build Firm's Professional Engineer in responsible charge of the Project's design shall professionally endorse (sign, seal, and certify) the As-Built Plans, the special provisions and all reference and support documents. The professional endorsement shall be performed in accordance with the FDOT Design Manual.

Design-Build Firm shall complete the As-Built Plans as the Project is being constructed. All changes made subsequent to the "Released for Construction" Plans shall be signed/sealed by the EOR. The As-Built Plans shall reflect all changes initiated by the Design-Build Firm or the Authority in the form of revisions. The As-Built Plans shall be submitted prior to Project completion for Authority review and acceptance as a condition precedent to the Authority's issuance of Final Acceptance.

The Authority shall review, certify, and accept the As-Built Plans prior to issuing Final Acceptance of the project in order to complete the As-Built Plans.

The Authority shall accept the As-Built Plans and related documents when in compliance with Design Build Division I Specification 7-2.3, As-Built Drawings and Certified Surveys, and the As-Built Requirements.

The Design-Build Firm shall furnish to the Authority, upon Project completion, the following:

- 1 set of 11" X 17" signed and sealed As-Built plans, drawings and Certified Surveys
- 1 set of 11 "X 17" copies of the signed and sealed As-Built plans, drawings, and Certified Surveys (including as-built channel survey)
- 1 signed and sealed copy of the Bridge Load Rating Summary Form and Calculations based on as-built conditions
- 1 set of final documentation (if different from final component submittal)
- 1 set of survey information, including electronic files and field books
- BIM.zip folder containing native CADD files in standardized directory structure (refer to FDOT CADD Manual for requirements Final Project submittal containing the information above shall be electronic in PDF format.

As part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for delivery as the as-built Asset Information Model (AIM). The cloud revision utility as well as an "AB" revision triangle shall be used to denote field conditions on plan sheets.

5) **Milestones**

In addition to various phase submittals mentioned throughout this document the following milestone submittals will be required and shown on the schedule:

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

6) **Railroad Submittals**

The plan sheets listed below are the minimum required for review by the railroad. The Design-Build Firm is responsible for any additional requests made by the CSX during review. 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

I. Time of Completion

The Authority has established one thousand six hundred forty (1640) calendar days, inclusive of weather and Holidays (as that term is defined in the Division I Specifications), to achieve Final Acceptance for the Project, commencing from the issuance of the Notice to Proceed.

The Authority desires to accelerate the East End of the project. See East End Incentive/Disincentive Attachment A_003.05.

J. 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) working days 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 shall allow for up to twenty (20) working days. The Design-Build Firm's schedule shall consider CSX reviews.

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:

- Tampa Bay Lightning home games
- Concerts or other events at Amalie Arena with an expected attendance greater than 10,000
- MacDill Air Fest
- Gasparilla Parade
- Gasparilla Children's Parade
- Gasparilla Distance Classic
- Riverfest

No westbound lane closures are permitted on these Special Event days and nights. Nighttime eastbound lane closures are permitted in the evenings during and following these Special Events.

In addition to the limitations on lane closures, detours, and non-working days, the Authority may direct up to five (5) days per Calendar Year when no lane closures and detours will be permitted. The Design-Build Firm will be provided no less than 24-hour notice of these events and shall be at no additional cost or time to the Authority.

The toll equipment contractor (TEC) shall be provided a minimum of 60-day notice and be commissioned to the project no earlier than February 1, 2027.

The Authority desires to expedite the completion of the projects East End- see East End Incentive/Disincentive Special Provision in Attachment A_003.05

The minimum number of activities included in the Schedule shall be those listed in the Schedule of Values and those listed below (Design to include 60% where applicable, 90% and Final; Bridge design and

construction are to be shown individually by bridge or grouped if on the same design/construction schedules)

- Anticipated Award Date
- Design Submittals
- Shop Drawing Submittals
- Other Contractor-Initiated Submittals including Requests for Information (RFI's), Requests for Modification (RFM's), Requests for Correction (RFC's), and Nonconformance/Noncompliance Reports (NCR's)
- Design Survey
- Submittal Reviews by the Authority
- Design Review / Acceptance Milestones
- Materials Quality Tracking
- Geotechnical Investigation
- Start of Construction
- Clearing and Grubbing
- Construction Mobilization
- Embankment/Excavation
- Environmental Permit Acquisition
- Foundation Design
- Foundation Construction
- Substructure Design
- Substructure Construction
- Superstructure Design
- Superstructure Construction
- Walls Design
- Walls Construction
- Roadway Design
- Roadway Construction
- Signing and Pavement Marking Design
- Signing and Pavement Marking Construction
- Signalization and Intelligent Transportation System Design
- Signalization and Intelligent Transportation System Construction
- Toll Site Construction
- Toll Site Acceptance Date
- Toll Site Equipment Installation and Commissioning (by THEA's Toll Equipment Contractor)
- New Toll Site "Go Live"
- Lighting Design
- Lighting Construction
- Maintenance of Traffic Design
- Permit Submittals
- Maintenance of Traffic Set-Up (per duration)
- Erosion Control
- Holidays and Special Events (shown as non-workdays)
- East End Partial Acceptance Milestone
- Additional Construction Milestones as determined by the Design-Build Firm
- Final Completion Date for All Work

K. Key Personnel/Staffing

The Design-Build Firm's work shall be performed and directed by Key Personnel identified in the ELOI and/or Technical Proposal by the Design-Build Firm. In the event a change in Key Personnel is requested, the Design-Build Firm shall submit the qualifications of the proposed Key Personnel and include the reason for the proposed change. Any changes in the indicated personnel shall be subject to review and approval by the Authority's Director of Operations and Engineering or its designee. The Authority shall have sole discretion in determining whether or not the proposed substitutions in Key Personnel are comparable to the key personnel identified in the ELOI and/or Technical Proposal. The Design-Build Firm's professional staff shall meet the minimum training and experience set forth in Florida Statute Chapter 455.

L. Partner/Teaming Arrangement

Key Subcontractors, Key Subconsultants, and Partner/Teaming Arrangements of the Proposer (i.e., Prime Contractor or Lead Design Firm) cannot be changed after submittal of the ELOI without written consent of the Authority. In the event a change in the Partner/Teaming Arrangement is requested, the Design-Build Firm shall submit the reason for the proposed change. Any changes in the Partner/Teaming Arrangement shall be subject to review and approval by the Authority's Director of Operations and Engineering or its designee. The Authority shall have sole discretion in determining whether or not the proposed substitutions are comparable to those originally identified in the ELOI and/or Technical Proposal.

M. Meetings and Progress Reporting

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

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

During design, the Design-Build Firm shall meet with the Authority's Project Manager and CEI on a biweekly basis at a minimum and provide a one month look ahead of the activities to be completed during the upcoming month.

During construction, the Design-Build Firm shall meet with the Authority's Project Manager and CEI on a weekly basis and provide a one-week look ahead for activities to be performed during the coming week.

The Design-Build Firm shall meet with the Authority's Project Manager and CEI at least sixty (60) calendar days before beginning system integration activities. The purpose of these meetings shall be to verify the Design-Build Firm's ITS and signalization integration plans by reviewing site survey information, proposed splicing diagrams, IP addressing schemes, troubleshooting issues, and other design issues. In addition, at these meetings the Design-Build Firm shall identify any concerns regarding the Integration and provide detailed information on how such concerns will be addressed and/or minimized.

The Design-Build Firm shall provide all documentation required to support system integration meetings related to toll and ITS system and sites, including detailed functional narrative text, system and subsystem drawings and schematics. Also included shall be the documentation to demonstrate all elements of the

proposed design which includes, but is not limited to: technical, functional, and operational requirements; toll site construction; maintaining of existing toll collection operations; toll communication; ITS/communications; equipment; termination/patch panels; performance criteria; and details relating to interfaces to toll and ITS subsystems.

System Integration Meetings will be held on mutually agreeable dates.

All action items resulting from the System Integration Meeting shall be satisfactorily addressed by the Design-Build Firm and reviewed and approved by the Authority.

The Design-Build Firm shall provide monthly written progress reports that describe the items of concern and the work performed on each task.

Once construction starts, the Design-Build Firm shall provide monthly aerial photography (in digital format) of the entire project limits showing the progress of the Work.

N. Public Involvement

1) General:

Public involvement is an important aspect of the Project. Public involvement includes communicating to all interested persons, groups, customers and government organizations information regarding the development and construction of the Project.

The Authority will take the lead role on this Project to carry out a public involvement campaign and communications effort through the Authority's Public Information Consultant (PIC) and its communication office. At a minimum, the Design-Build Firm will designate a contact for public involvement and information inquires /coordination.

2) Target Audiences:

The Authority has developed a specific list of target audiences for this Project. The following groups are identified as typical target audiences to receive informational materials. This list is not inclusive of all audiences.

- FDOT
- City of Tampa
- Hillsborough Area Regional Transit Authority
- City of Tampa Fire Department
- City of Tampa Police
- Hillsborough County Sheriff's Organization
- Neighborhood groups and private homes
- Chambers of Commerce
- Hillsborough County School System
- Private Schools
- YMCA
- Other organizations deemed necessary by THEA

3) Project Coordination Meetings:

The Design-Build Firm shall hold an initial Project coordination meeting with the Authority's communications department at the beginning of the Project and at least six weeks prior to the start of construction to discuss impacts to the public.

Information from these initial meetings will be used by the Authority to enhance the public involvement campaign.

In addition, the PIC will be included in progress meetings that the Design-Build Firm has with the CEI.

4) Design-Build Firm Responsibilities:

Ensure that up-to-date project information is given to the public and to help promote public awareness of the project. The Design-Build Firm will coordinate with the PIC assigned to the project. The Design-Build Firm shall provide records of all public correspondence, written or verbal, to the Authority throughout the life of the Project.

To keep the audiences informed of the progress and impacts of the project the Design-Build Firm shall provide all technical assistance, data, and information – including display boards, printed material, video graphics, computerized graphics, etc. for Project webpages/websites, public meetings, and the day-to-day exchange of information.

The Design-Build Firm shall, as determined by the Authority, attend the meetings with an appropriate number of personnel to assist the PIC/Authority. The Design-Build Firm shall forward all requests for group meetings to the PIC/Authority. The Design-Build Firm shall inform the PIC/Authority of any meetings with individuals that occur without prior notice.

To ensure that project information can be distributed to the audiences in a timely manner, the Design-Build Firm shall inform the PIC/Authority at least twenty-one (21) calendar days in advance of any construction activity that will significantly impact the public. These activities shall include, but are not limited to, the start of construction, major traffic shifts, road closures, ramp closures, detours, night work, work that will involve excessive noise, vibration or dust, and project completion.

The Design-Build Firm may be asked by the PIC/Authority to prepare draft responses to any public inquiries. The Design-Build Firm may be asked to help with the hand-delivery of informational materials. The Design-Build Firm may be asked by the Authority to provide tours for the Project.

Throughout construction, the Design-Build Firm shall provide weekly updates to the PIC, including, but not limited to, traffic control phasing, graphic illustrations, and Project pictures.

5) Authority Responsibilities:

Unless noted otherwise elsewhere in this RFP, the PIC/Authority will be responsible for organizing public meetings, including venue selection, reservations, and fees.

The PIC/Authority will be responsible for any legal/display advertisements, as well as for the design, preparation, and mailing (including postage) for all correspondence to the different audiences for this Project.

The PIC/Authority will be responsible for establishing, creating, maintaining, and updating a Project website. The PIC/Authority will also be responsible for writing and distribution of media announcements/alerts, scheduling interviews, and social media updates on project progress. However, throughout the project duration, the Design-Build Firm shall help coordinate public involvement activities with the PIC/Authority and provide weekly updates, photos, and other needed information to the PIC/Authority to ensure the accuracy of the project communication efforts.

O. 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 BIM Models, 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. QMP processes and procedures for BIM/CADD activities may be based upon the example checklist provided as reference information in this RFP. The Design-Build Firm shall submit a QMP within fifteen (15) working days following issuance of the written Notice to Proceed. A marked up set of prints from the Quality Control review will be sent in with each review submittal. The responsible Professional Engineers or Professional Surveyor that performed the Quality Control review, as well as the QA manager will sign a statement certifying that the review was conducted.

The Design-Build Firm shall, without additional compensation, correct all errors or deficiencies in the surveys, designs, drawings, specifications and/or other services.

2) Construction:

The Design-Build Firm shall be responsible for developing and maintaining a Construction Quality Control Plan in accordance with Section 105 of Standard Specifications that describes their Quality Control procedures to verify, check, and maintain control of key construction processes and materials. The Construction Quality Control Plan shall include a description of QC procedures related to the use of positioning technologies such as Global Positioning Systems (GPS), Real Time Kinematic networks (RTK), Robotic Total Stations (RTS), and Automated Machine Guidance (AMG) to meet the project's BIM requirements.

The sampling, testing, and reporting of all materials used shall be in compliance with the Sampling, Testing and Reporting Guide (STRG) developed by the Design-Build Firm and submitted to the Authority for review and approval. The Design-Build Firm will allow Authority audits of materials used to assure compliance with the STRG. The Department has listed the most commonly used materials and details in the Department's database. When materials being used are not in the Department's database list, the Design-Build Firm shall use appropriate material details from the STRG to report sampling and testing. Refer to the State Materials Office website for instructions on gaining access to the Department's databases: <http://www.fdot.gov/materials/quality/programs/qualitycontrol/contractor.shtm>

Prepare and submit to the Authority a Job Guide Schedule (JGS) in accordance with Section 105 of Standard Specifications.

The Authority shall maintain its rights to inspect construction activities and request any documentation from the Design-Build Firm to ensure quality products and services are being provided in accordance with the FDOT's Materials Acceptance Program.

P. 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.

Q. Field Office

The Design-Build Firm shall maintain a field office throughout construction which includes a conference room for on-site construction meetings. The Design-Build Firm is not responsible for accommodating a CEI/Engineer’s Field Office.

R. 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.

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.

S. Computer Automation

The Design-Build Firm shall utilize 3D modeling technologies and Building Information Models (BIM) throughout the entirety of the contract. All BIM shall adhere to the BIM Requirements (Attachment A_007). Model data supplied to proposers shall be used to develop the Technical Proposal as well as all submittals for design components through final as-built condition records. 3D BIM shall also be utilized to support control of the work during construction using positioning technologies such as automated machine guidance (AMG). The Project shall be developed with 3D BIM serving as the primary information source for coordination and review of all design and construction activity. All contract plans shall be developed from the BIM models. Modeling requirements for all project elements shall be in accordance with Attachment A_008 – Model_Element_Break_Down_(MEB)_worksheet.xlsx, which lists the requirements for level of development and identifies which elements are required to be developed as 3D BIM elements versus those to be represented with traditional 2D CADD drafting. The Authority supports the Bentley OpenRoads Designer CONNECT edition that is currently supported by the Florida Department of Transportation as its standard modeling platform. Autodesk Civil 3D may be used as an alternate BIM platform at the Design-Build Firm’s discretion and with no increase in cost to the Authority. The modeling platform shall use the relevant State Kits available from the FDOT CADD Support Software Downloads. It is the responsibility of the Design-Build Firm to obtain and utilize current Department releases of all BIM/CADD applications.

The Design-Build Firm will be required to furnish updated model files regularly throughout the course of the contract, at all phase submittals and after the plans have been Released for Construction. BIM Model files shall be uploaded to the project’s ProjectWise data environment, to be hosted by the Design-Build Firm. iTwin Design Review will be utilized for overall model federation and collaboration. BIM Models shall be “clash-free” at all phase submittals and in the as-built final records submittal. Design reviews by the Authority will include comments on BIM Models that will be created and tracked to completion within iTwin Design Review. All BIM issues shall be marked by the Authority as resolved before the corresponding plans can be Released for Construction.

Specific BIM roles and responsibilities shall be as follows:

BIM Manager: The Design-Build Firm will appoint one BIM Manager in overall responsible charge of all BIM/CADD activities and deliverables. The BIM Manager will be responsible for developing, maintaining, and enforcing the BIM Project Execution Plan (PxP). The PxP shall be developed utilizing Reference Document R_16 – BIM Project_Execution_Plan(PxP)_Template.docx as a template and referring to the FDOT CADD Manual Section 5.16.3.1 for additional information. The BIM Manager will also be responsible for developing, implementing, and managing the BIM Processes outlined in the PxP, including but not limited to regular collaboration and coordination meetings and coordination of model submittals.

BIM Coordinators: The Design-Build Firm will appoint two BIM Coordinators to manage discipline-specific model deliverables for the project. They will serve as the BIM point of contact for each discipline they are assigned to. They will participate in model coordination meetings and review sessions as well as validate the level of detail and modeling content of all data for their respective disciplines. The Civil BIM Coordinator will be responsible for the roadway, drainage, pavement marking, and related disciplines. The Structural BIM Coordinator will be responsible for the bridge, retaining wall, noise barrier, sign, and toll gantry disciplines.

The Design-Build Firm's listing of Key Personnel shall include the BIM Manager and BIM Coordinators.

The Design-Build Firm will be required to submit BIM/CADD deliverables in addition to PDF plan sets for each design submittal.

As part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for delivery as the as-built Asset Information Model (AIM). Use the cloud revision utility as well as an “AB” revision triangle to denote field conditions on plan sheets.

T. Construction Engineering and Inspection

The Authority is responsible for providing Construction Engineering and Inspection (CEI) and Quality Assurance Engineering. The Design-Build Firm shall provide CEI staff with a GPS rover with the same capabilities as the units used by the Design-Build Firm for use during the duration of the contract. Additionally, the Design-Build Firm shall provide 8 hours of formal training on the Design-Build Firm’s GPS and AMG systems.

The Design-Build Firm is subject to Independent Assurance (IA) Procedures exercised by the Authority.

All Contractor-Initiated submittals are subject to a 10-business day review time by the Authority. In addition, all Contractor-Initiated submittals regarding ITS and tolling elements are subject to a 15-business day review time by the Authority. Review times will commence after the Authority performs a completeness review, and in its sole and absolute direction, determines the submittal is sufficiently complete to be reviewed.

U. Testing

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

For material certification purposes, the Design-Build Firm’s Quality Control Manager will maintain a spreadsheet for recording of all Quality Control samples and test results, Verification Testing samples and

test results, and Resolution Testing samples and results. All material acceptance based on certification submittal shall also be recorded within this spreadsheet.

A certified copy of the spreadsheet shall be provided to the Authority with each monthly pay request along with the Contractor's Quality Control Certification.

V. 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,
- Approach slabs
- Superstructure
- Substructure
- Concrete defects
- Structural steel defects
- Post-tensioning systems
- Wrong way driving devices
- 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.

W. Adjoining Construction Projects

The Design-Build Firm shall be responsible for coordinating all design, permitting, and construction activities with other construction Projects that are impacted by or impact this Project. This includes Projects under the jurisdiction of local governments, the Authority, other regional and state agencies, or private entities.

Whiting Street Exit Ramp: The Authority is planning a new eastbound Selmon Expressway exit ramp to Whiting Street- see Reference Document R_12 – Whiting St. Ramp Preliminary Engineering Report. Design coordination will be required. It is the Authority's intent that the Project's East End be completed prior to any mainline temporary traffic control being conducted by the selected Whiting Street exit ramp contractor.

City of Tampa's West Riverwalk Project: this project includes construction of a Riverwalk on the west side of the Hillsborough River as depicted in the Roadway Concept Plans. (Reference Document R_07.01). The Design Build Firm will construct the portion of the West Riverwalk that is underneath and immediately south of the Selmon Expressway, as detailed in Section XI.A below and Attachment A_12 – West Riverwalk Plan and Construction Criteria.

Platt Street improvements are also included with the West Riverwalk project.

It is anticipated that the City's West Riverwalk project, excepting the portion of work to be performed under this Project, will be substantially complete by summer 2027.

The City of Tampa's South Howard Outfall project: this project will include new capacity to accommodate stormwater runoff from the Selmon Expressway at two (2) connection points, as described in Section XI.B

below and in Attachment A-006 – So. Howard Outfall Final 01 Tech Memo 04-28-22. It is anticipated that these proposed City improvements will be in place at the time the Design-Build Firm is ready to connect.

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

X. Issue Escalation and Dispute Review Board

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:

1) Issue Escalation

The escalation process begins with the Construction Engineering and Inspection firm's (CEI) Senior Project Engineer. All issues are to be directed to the CEI Senior Project Engineer. If the issue cannot be resolved by the CEI Senior Project Engineer in coordination with the General Engineering Consultant (GEC) representing the Authority as applicable, the GEC shall forward the issue to the Authority's Director of Operations and Engineering. Each level shall have a maximum of five (5) calendar days (excluding weekends and 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 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 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 Holidays). Responses provided by the Design-Build Firm may be expressed verbally and followed up in writing within one (1) working day. Once a response is received from the Authority's Director of Operations and Engineering, the Construction Project Manager will respond to the Design-Build Firm in a timely manner but not to exceed three (3) calendar days (excluding weekends and Holidays). The Design-Build Firm shall provide a similar issue escalation process for their organization with personnel of similar levels of responsibility.

2) Dispute Review Board

Should an impasse develop, the Project's Dispute Review Board shall assist in the resolution of disputes and claims arising out of the work on the Contract. For additional details regarding the Dispute Review Board, see Form A_00X.05 – Dispute Review Board Three Party Agreement.

Y. Insurance And Bonds

The Design-Build Firm shall provide the insurance coverage required in Attachment A_002.10 – Insurance Requirements Coverages and Limits. The cost of all such required insurance coverage shall be included in the Total Lump Sum Contract Amount.

The Design-Build Firm shall also provide the Authority with a Warranty/Maintenance Bond in the amount of \$500,000, using a form provided by the Surety, as a condition precedent to final acceptance. The cost of the Warranty/Maintenance Bond shall be included in the Total Lump Sum Contract Amount. The surety of the Warranty/Maintenance Bond shall have a resident agent in the State of Florida, meet all of the requirements of the laws of Florida and the regulations of the Authority, and have the Authority's approval.

Ensure that the surety's resident agent's name, address, and telephone number are clearly stated on the face of the Warranty/Maintenance Bond. The Warranty/Maintenance Bond shall have a surety that remains acceptable to the Authority throughout the duration of the Establishment Period. In the event that the surety executing the Warranty/Maintenance Bond, although acceptable to the Authority at the time of execution of the Warranty/Maintenance Bond, subsequently becomes insolvent or bankrupt, or becomes unreliable or otherwise unsatisfactory due to any cause that becomes apparent after the Authority initial approval of the company, then the Authority may require that the Design-Build Firm, at the Design-Build Firm's expense, immediately replace the Warranty/Maintenance Bond with a similar one drawn on a surety company that is reliable and acceptable to the Authority.

XI. DETAILED SCOPE

A. Roadway

Widening

Mainline Selmon Expressway shall be widened to the inside to provide a third through lane in each direction from west of S. Himes Avenue (connecting to the existing 6-lane section) to east of S. Florida Avenue in downtown Tampa. A 10' wide shoulder shall be provided in each direction, excepting locations approved by the Authority (see Attachment A_16 - Design Exceptions & Variations).

The previous South Selmon Safety project constructed full depth inside shoulder and median barrier wall from east of S. Himes Avenue to S. Hyde Park Avenue, excepting approach ends of bridges. The median pavement in these approach ends shall be constructed full depth and median barrier walls shall be provided in a continuous manner, connecting to the widened bridge railings. Similarly, the unpaved median segments from S. Dale Mabry Highway to S. Himes Avenue and S. Plant Avenue to the Hillsborough River bridges shall be constructed with full depth pavement and median barrier wall shall be provided. In areas where noise wall is proposed along the outside shoulder, the existing outside shoulder shall be reconstructed to construct the proposed noise wall.

Widened roadways shall meet or exceed existing adjacent pavement section. All proposed shoulder pavement shall match mainline pavement design section.

Mill and Resurface:

All mainline, ramp lanes, and shoulders shall be milled and resurfaced. Mainline cross-slopes shall be corrected to meet FDOT criteria unless previously or otherwise approved by the Authority (see Attachment A_016: Design Variations and Exceptions and Reference Document R_08: Pavement Cross-slope and Overbuild Analysis Memo). Extend full width mill and resurface limits to provide for pavement restoration of all areas subjected to striping alterations during construction and within the Project limits to restore a clean final appearance at Project completion.

Interchanges, Ramps, and Auxiliary Lanes

Design build firms shall prioritize safety and operational improvements of the interchanges including; ramp capacity, weave impact reduction or elimination, acceleration and deceleration lengths and pedestrian and bicycle accommodations at the ramp termini.

The following ramps and interchanges shall be improved (see Reference Document R_07.01: Roadway Concept Plans):

- a. Westbound on-ramp from S. Morgan Street: add the third westbound through lane from the Morgan Street on-ramp.
- b. Westbound on-ramp from Tampa Street: Maintain the westbound auxiliary lane from the Tampa St on-ramp to the Plant St exit ramp (combined with No. 1 above; provide four westbound lanes across the Hillsborough River bridge).
- c. Westbound off-ramp to S. Plant Avenue: widen or reconstruct to a 2-lane off-ramp, with a 4-lane to 3-2 lane split at the ramp gore. A new toll gantry and site will be required for this two lane ramp. It is anticipated that a new toll site will be located on the north side of the ramp. The widened ramp shall be designed to maintain traffic operations during construction.
- d. Westbound off-ramp to S. Willow Avenue (at W. Cleveland St): widen or reconstruct to provide a 3-lane terminus and maximize queueing capacity. A new traffic signal shall be installed at the ramp terminus with W. Cleveland Street.
- e. The WB on-ramp from S. Willow Avenue will be improved to include an extended and parallel acceleration lane (to AASHTO minimum length), which will require outside widening adjacent to CSX.
- f. The W. Euclid Avenue westbound exit ramp shall be widened to provide a left turn lane, with a maximum length after the ramp bridge and a channelized left turn connection at the terminus intersection, which is to include a new traffic signal.
- g. Eastbound South Selmon mainline lanes at S. Florida Avenue exit are to accommodate the additional inside third lane by providing a 4-lane to 2-2 lane split at the exit to S. Florida Avenue. The two remaining inside thru lanes shall transition to match the existing two thru lanes east of S Florida Avenue by extending the eastbound and westbound widening a minimum of four bridges spans east of S. Florida Avenue. Unless otherwise approved by the Authority, the eastbound bridge widening in the median shall be of sufficient width for a future through lane.

Provide new impact attenuators at ramp gores for the proposed design speed of the roadway.

Replace all existing guard rail within the project limits to meet current FDOT standards (except the existing guardrail along the S. Florida Avenue off-ramp). Provide new guardrail or barrier along mainline Selmon Expressway where necessary to meet current FDOT standard for 55 mph clear zone.

Existing mainline and ramp roadway features within the project limits that are not specifically shown on the Concept Plans or in this RFP to be replaced/reconstructed shall be repaired, or in some cases reconstructed, to meet ADA and/or safety requirements, provide proper functionality, long-term durability and/or improve appearance. See Reference Document R_10 – Existing Deficiencies Review and Repair Assessment.

Local Roadways

- a. Local roadways within the limits of the Authority’s limited access right of way shall be milled, resurfaced, restriped, and all pedestrian facilities updated to meet current ADA standards from S. Himes Avenue to S. Hyde Park Avenue. Local brick roadways from S. Plant Avenue to the east limit of the project shall be restored after bridge construction activities.
- b. W. Euclid Avenue improvements are to include milling, resurfacing and re-striping from S. Gunlock Avenue to east of S. Drexel Avenue. A new 6’ wide sidewalk shall be provided along the north side of W. Euclid Avenue with crosswalks and ADA features between S. Gunlock

Avenue and the existing traffic signal (to be replaced) east of the on-ramp intersection.

Coordination with CSX will be required for the new pedestrian crossing of the railroad tracks.

- c. S. Tampa Street shall be realigned within the limits of the mainline Selmon Expressway median bridge widening which includes full depth reconstruction, sidewalk and ADA ramps at the intersection of S. Franklin Street. S. Tampa Street from E. Brorein Street to the limits of mainline Selmon Expressway median bridge widening is to be milled, resurfaced and re-striped.
- d. W. Santiago Street shall be realigned and widened from the intersection with S. MacDill Avenue to the south limit of the limited access right of way to avoid impacts with the proposed bridge piers for the mainline Selmon Expressway median widening.
- e. W. Bay to Bay Boulevard improvements shall include milling, resurfacing and restriping from S. MacDill Avenue to Ysabella Street. Additionally at the intersection with the Selmon eastbound on ramp and the Ritz Carlton development driveway, a directional median shall be installed to provide right in/right out access and westbound W. Bay to Bay entry to the driveway to the Ritz Carlton driveway.
- f. W. Cleveland St shall be resurfaced and restriped between the CSX rail crossing west of S. Willow Avenue and east of S. Edison Avenue, with a portion of widening to provide a concrete-separated bike lane. The curb-return in the southwest corner of the W. Cleveland St/S. Willow Avenue intersection will be reconstructed to shorten the length of the crosswalk for improved safety, and sidewalks provided.
- g. S. Willow Avenue improvements shall include milling, resurfacing and restriping from W. Platt Street to approximately 300 feet north of the intersection of W. Cleveland St/S. Willow Avenue. The improvements are also to include striping an additional southbound through lane approach the W. Cleveland St/S. Willow Avenue intersection and a traffic separated bike lane shall be added to northbound S. Willow Avenue approaching the W. Cleveland St intersection.

The Authority is committed to improving the appearance and pedestrian experience under the Selmon Expressway. For local road hardscaping improvements at underpass locations, see Roadway Concept plans in Reference Documents and see Section XI.T. Aesthetics.

Existing local roadway features within the project limits that are not specifically shown on the Concept Plans or in this RFP to be replaced/reconstructed shall be repaired, or in some cases reconstructed, to meet ADA and/or safety requirements, provide proper functionality, long-term durability and/or improve appearance. See Reference Document R_10 – Existing Deficiencies Review and Repair Assessment.

West Riverwalk

The City of Tampa is constructing a West Riverwalk which includes a multi-use trail bridge in the Hillsborough River along the west bank immediately north and partially under the westbound Selmon Expressway bridge. To facilitate both projects with minimal impacts, the Authority will include within the Project's scope the construction of the at-grade portion of the West Riverwalk under and immediately south of the Selmon Expressway as depicted in the Roadway Concept Plans (R_07.01) and Attachment A-12- West Riverwalk Plan and Construction Criteria. The City will perform the final design services for this work. It is anticipated the City's portion of the West Riverwalk project will be substantially complete by summer 2027, and opened to users. In the interim, the City will route users onto the existing walkway adjacent to the west seawall along the river. The Design-Build Firm shall protect Riverwalk users and coordinate with the City of Tampa on any construction activities that may temporarily impact use of the Riverwalk.

B. Drainage

The Design-Build Firm shall design and construct drainage systems and stormwater management facilities to adequately drain the roadway. 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, and the Authority's Operations and Engineering Department will be required from the outset. Full documentation of all meetings and decisions is to be submitted to the Authority. These activities and submittals should be coordinated through the Authority's Project Manager.

The PD&E (Project Development and Environmental Study) and Drainage and Stormwater Management Concept Design approach to stormwater quality treatment involves meeting SWFWMD presumptive criteria and providing a net improvement in water quality ultimately discharging to Tampa Bay (considered an Impaired Water Body by SWFWMD), by utilizing equivalent/compensatory treatment in areas of the project with proposed stormwater management facilities to offset other areas of the project where new stormwater management facilities are not feasible. The PD&E Study and Drainage and Stormwater Management Concept Design have identified certain drainage basins, outfalls, stormwater management facilities, etc., throughout the South Selmon Expressway corridor, and the Authority has obtained or is in the process of obtaining stormwater and environmental permits and approvals based on this Concept Design. Permitting agencies include the United States Coast Guard, USACE, FDEP, SWFWMD, City of Tampa, and Port Tampa Bay.

The Design-Build Firm shall be responsible for obtaining all applicable permits/modifications and agency approvals for any modifications or alterations to the currently permitted Concept Design. The Design-Build Firm is advised that the exact number and size 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 for the project will be the Design-Build Firm's responsibility. The Design-Build Firm shall be responsible for permits that accurately depict the final design.

Joint-use ponds or alternative Stormwater Management Facilities (SMFs) can be considered; however, the Design-Build Firm is responsible for all associated coordination, costs, permitting fees, and fines, as well as any permit time extensions. The Design-Build Firm shall design appropriate treatment and attenuation in accordance with SWFWMD and Department criteria for each existing outfall. The Design-Build Firm is advised of its responsibility to limit post-developed discharges at outfalls leaving the project to pre-developed rates, and to evaluate and upgrade as necessary, the existing conveyance systems (cross drains, storm drains, ditches, etc.) to accommodate the proposed roadway improvements. The Design-Build Firm shall coordinate directly with the City of Tampa for those Selmon Expressway drainage and stormwater management systems that discharge to City of Tampa owned/maintained outfall systems, as the City of Tampa has more restrictive attenuation requirements than the water management district.

Existing cross drains and storm sewers within the project limits that are proposed by the Design-Build Firm to be utilized as part of the drainage system for the roadway improvements shall be lined with cured-in-place liners. The Design-Build Firm shall desilt, video inspect, and investigate all existing pipes and structures that are proposed to be utilized as part of the drainage system for the roadway improvements and shall make recommendations to the Authority for repairs or replacement. Cured-in-place pipe liners shall be the only repair method considered by the Authority for pipes that are too small to be physically accessed by Design-Build Firm personnel. Pipes that are large enough to be physically accessed by Design-Build Firm personnel may use other repair methods in addition to cured-in-place liner, as approved by the

Authority. Repair recommendations for pipe liners shall include a hydraulic evaluation of the pipe/culvert's smaller inside area with the proposed liner. Pipe inspections and investigations shall extend as a minimum to the first existing drainage structure outside of the longitudinal or lateral project limits. Pipe inspections shall include GPS data for existing pipes to remain as well as newly installed pipes per the Special Provision included in the Attachments. The Design-Build Firm shall provide the recommendations to the Authority prior to the 90% plans submittal and in sufficient time for the Authority to decide if pipe replacements are necessary, as this will be considered additional work to be added to the project. The Authority shall make all final decisions on which work is considered beyond the initial scope of this project.

The existing 18-inch pipe between Station 190+20 left and the capped median inlet at Station 191+00 is in poor condition and shall be replaced if proposed to be utilized as part of the proposed drainage system. If the pipe will not be used as part of the proposed drainage system, it shall be grouted or filled with flowable fill and abandoned in place. All other existing drainage pipes that are no longer being utilized and are being abandoned in place shall be plugged and grout filled.

Existing drainage features within the project limits that are not specifically shown on the Concept Plans or in this RFP to be replaced/reconstructed shall be repaired, or in some cases reconstructed, to meet ADA or safety requirements, provide proper functionality, long-term durability and/or improve appearance. See Reference Document R_10 – Existing Deficiencies Review and Repair Assessment.

The City's South Howard Outfall project (Attachment A_006 – So Howard Outfall Tech Memo) will include capacity to accommodate stormwater runoff from Post-Developed Sections of the Selmon Expressway from S. Howard Avenue to W. Swann Avenue in the Rome Avenue Basin (Segment 1) and from Mississippi Avenue to S. Howard Avenue in the Palma Ceia Basin (Segment 2). The City will provide a connection for the Design-Build Firm to connect to the City's South Howard Outfall culvert at the Selmon Expressway at S. Howard Avenue. The Design-Build Firm will construct a gravity control structure and outfall pipe to the southwest corner of the currently land-locked South Albany Pond. The City will connect this pond outfall pipe to its proposed storm drain pipe running west on Bristol Avenue that is to be constructed as part of the South Howard Resiliency/Outfall project. The City's project and the proposed City improvements will be in place at the time the Design-Build Firm is ready to connect. Although the Design-Build Firm will not have to provide stormwater quantity attenuation for the Expressway runoff in these basins, the Design-Build Firm will have to meet stormwater quality treatment requirements.

In the Palma Ceia basin, underneath the overpasses at W. Bay-to-Bay Boulevard and S. MacDill Avenue, the Authority is proposing a buried vaulted stormwater system to meet stormwater management requirements. Excavation for the stormwater vault units shall be conducted in such a way as to not expose the existing footings or otherwise expose or impact the pile foundations of the existing bridge structures. Furthermore, the vaulted system shall be constructed such that THEA's future proposed recreational use facilities can be constructed on top of it. The Design-Build Firms shall identify and submit their proposed vault systems during the ATC process for Authority approval. Factors to be addressed in design include recommended maintenance requirements, location and accessibility of cleanouts and access structures, acceptability to permitting agencies, and compatibility with the Authority's preliminary recreational improvement site plan (see Reference Document R_17 - Public Space Concept at Bay to Bay).

C. Bridges

Anticipated Bridge Structures work on the Project includes the following (see Reference Document R_07.02 - Structures Plans): Bridge Widening with Approach Slab Widening, Bridge Re-decking with New Approach Slabs, Recoating Existing Steel Bridges, New Approach Slabs, Independent Peer Review

of Bridge Designs, and Details, new retaining walls, modifications to existing Retaining Walls/Abutments/End Bents/End Bent Wingwalls/other structural elements and Bridge/Structure/Element Repairs. Anticipated Bridge Structures work includes the following:

Bridge Widening (in Median) with Widened Approach Slabs

- Bridge No. 100308 (SR 618 WB over S. Himes Avenue)
- Bridge No. 100309 (SR 618 EB over S. Himes Avenue)
- Bridge No. 100310 (SR 618 WB over W. Euclid Avenue)
- Bridge No. 100311 (SR 618 EB over W. Euclid Avenue)
- Bridge No. 100312 (SR 618 WB over El Padro Boulevard)
- Bridge No. 100313 (SR 618 EB over El Padro Boulevard)
- Bridge No. 100314 (SR 618 WB over S. MacDill Avenue / Bay to Bay Boulevard)
- Bridge No. 100315 (SR 618 EB over S. MacDill Avenue / Bay to Bay Boulevard)
- Bridge No. 100316 (SR 618 WB over Mississippi Avenue)
- Bridge No. 100317 (SR 618 EB over Mississippi Avenue)
- Bridge No. 100318 (SR 618 WB over S. Howard Avenue / Watrous Avenue)
- Bridge No. 100319 (SR 618 EB over S. Howard Avenue / Watrous Avenue)
- Bridge No. 100320 (SR 618 WB over Morrison Avenue)
- Bridge No. 100321 (SR 618 EB over Morrison Avenue)
- Bridge No. 100322 (SR 618 WB over W. Swann Avenue)
- Bridge No. 100323 (SR 618 EB over W. Swann Avenue)
- Bridge No. 100324 (SR 618 WB over Platt Street)
- Bridge No. 100325 (SR 618 EB over Platt Street)
- Bridge No. 100326 (SR 618 WB over Willow Avenue)
- Bridge No. 100327 (SR 618 EB over Willow Avenue)
- Bridge No. 100328 (SR 618 WB over South Boulevard)
- Bridge No. 100329 (SR 618 EB over South Boulevard)
- Bridge No. 100330 (SR 618 WB over Hyde Park Avenue/ Plant Avenue)
- Bridge No. 100331 (SR 618 EB over Hyde Park Avenue/ Plant Avenue)
- Bridge No. 100332 (SR 618 WB over Hillsborough River and Downtown Viaduct)
- Bridge No. 100333 (SR 618 EB over Hillsborough River and Downtown Viaduct)

Bridge Widening (Outside) with Widened Approach Slabs

- Bridge No. 100332 (SR 618 WB over Hillsborough River)- for Plant St 2-lane exit ramp

Bridge Redecking with New Approach Slabs

- Bridge No. 100308 (SR 618 WB over S. Himes Avenue)
- Bridge No. 100309 (SR 618 EB over S. Himes Avenue)
- Bridge No. 100316 (SR 618 WB over Mississippi Avenue)
- Bridge No. 100317 (SR 618 EB over Mississippi Avenue)

Recoating Existing Steel

- Bridge No. 100308 (SR 618 WB over S. Himes Avenue)
- Bridge No. 100309 (SR 618 EB over S. Himes Avenue)
- Bridge No. 100314 (SR 618 WB over S. MacDill Avenue / Bay to Bay Boulevard)
- Bridge No. 100315 (SR 618 EB over S. MacDill Avenue / Bay to Bay Boulevard)
- Bridge No. 100319 (SR 618 EB over S. Howard Avenue / Watrous Avenue)

Bridge No. 100332 (SR 618 WB over Hillsborough River and Downtown Viaduct – Tampa Street On-Ramp)

Independent Peer Review Bridges

Bridge No. 100308 (SR 618 WB over S. Himes Avenue)

- Begin Bridge to End Bridge Widening: Foundation, Substructure and Superstructure
- Begin Bridge to End Bridge: Bridge Load Rating

Bridge No. 100309 (SR 618 EB over S. Himes Avenue)

- Begin Bridge to End Bridge Widening: Foundation, Substructure and Superstructure
- Begin Bridge to End Bridge: Bridge Load Rating

Bridge No. 100314 (SR 618 WB over S. MacDill Avenue / Bay to Bay Boulevard)

- Span 2 and Span 3 Widening: Foundation, Substructure and Superstructure
- Span 2 and Span 3: Bridge Load Rating
- Existing Pier Modifications

Bridge No. 100315 (SR 618 EB over S. MacDill Avenue / Bay to Bay Boulevard)

- Span 2 and Span 3 Widening: Foundation, Substructure and Superstructure
- Span 2 and Span 3: Bridge Load Rating
- Existing Pier Modifications

Bridge No. 100319 (SR 618 EB over S. Howard Avenue / Watrous Avenue)

- Begin Bridge to End Bridge Widening: Foundation, Substructure and Superstructure
- Begin Bridge to End Bridge: Bridge Load Rating

Bridge No. 100332 (SR 618 WB over Hillsborough River)

- Span 4 to Span 8 Widening: Foundation, Substructure and Superstructure including Vessel Collision Designs and Details

Bridge No. 100333 (SR 618 EB over Hillsborough River)

- Span 4 to Span 8 Widening: Foundation, Substructure and Superstructure including Vessel Collision Designs and Details

Additional structural items included in the Design Build Firm's Proposal similar to items described above.

Any Category 2 structure introduced into the Project in the Design Build Firm's Proposal.

All bridges being redecked shall have the outside barrier wall rebuilt to meet the current FDOT design standards.

Retrofit all outside barrier wall that has existing metal railing with elliptical tube as called for in FDOT detail for Elliptical Tube Bridge Railing Retrofit (see Attachment A_11).

Existing bridge features within the project limits that are not specifically shown on the Concept Plans or in this RFP to be replaced/reconstructed shall be repaired, or in some cases reconstructed, to meet ADA requirements, provide proper functionality, long-term durability and/or improve appearance. See Reference Document R_10 – Existing Deficiencies Review and Repair Assessment.

Noise Walls

Noise walls shall be provided on both sides of the corridor from west of S. Himes Avenue to Bayshore Boulevard to provide noise attenuation. Noise walls will be designed and constructed per FDOT standards, unless otherwise approved by the Authority, and are anticipated to include:

- 8' noise wall on concrete barrier with junction slabs (positioned on top of existing retaining walls)

- 8' noise wall on concrete barrier with junction slabs (positioned on top of new retaining/gravity walls to avoid right-way-impacts and/or sloping into ditches)
- 8' noise wall on the EB outside concrete traffic railing at Bridge No. 100308 (SR 618 WB over S. Himes Avenue) and Bridge No. 100316 (SR 618 WB over Mississippi Avenue)
- 14' noise wall on shoulder concrete barrier wall to be ground mounted (top of wall profile shall provide a minimum transition to 8' wall per FDOT standard)
- 22' post and panel noise wall near the residences along the eastbound exit ramp to the S. Willow Avenue/W. Platt Street intersection

Noise walls are to be provided within these limits and as depicted in the Reference Documents: Roadway Concept Plans (R_07.01).

Eastbound Selmon

Begin Station	End Station	Length L.F.	Minimum Height *	Comment
82+95	96+47	1,352	8'	
96+47	99+84	337	8'	Bridge mounted
99+84	112+41	1,257	8'	
116+58	121+58	510	14'	Along entrance ramp
121+58	124+00	242	8'	
126+71	143+58	1,687	8'	
169+62	198+96	2,934	8'	
198+96	200+51	155	8'	Bridge mounted
200+51	209+10	859	8'	
215+63	221+52	589	8'	
223+74	238+18	1,444	8'	
240+36	256+95	1,659	8'	
498+35	504+03	538	22'	Along exit ramp, near R/W
517+49	520+96	347	14'	
522+68	528+04	536	14'	
599+59	605+90	635	14'	
	EB Total	15,081		

Westbound Selmon

Begin Station	End Station	Length L.F.	Minimum Height *	Comment
101+76	111+80	1,004	8'	
112+44	116+65	440	14'	Along exit ramp
126+07	153+94	2,789	8'	
165+60	198+17	3,257	8'	
198+17	199+72	156	8'	Bridge mounted
199+72	213+13	1,341	8'	
222+98	237+43	1,445	8'	
239+66	256+59	1,699	8'	
505+54	507+40	194	14'	
509+52	516+09	663	14'	
514+14	520+86	675	14'	Along exit ramp
522+78	526+71	407	14'	Along mainline/toll site
526+54	605+87	928	14'	
	WB Total	14,998		

*Minimum heights do not account for noise wall end tapers to existing barriers or to noise walls of differing heights.

Retaining Walls

Retaining walls are anticipated in the following locations:

- Westbound Plant Avenue Off-ramp- north side to accommodate ramp widening to a 2-lane exit and toll site. Also, a south side retaining wall is anticipated to accommodate a toll site generator pad.
- Westbound Willow Avenue acceleration lane extension- north side of existing retaining wall adjacent to CSX.
- Gravity walls are anticipated along the edge of shoulders where noise walls are proposed to avoid impacts to existing drainage ditches and right of way.
- Westbound Willow Avenue Off-ramp- south side to accommodate ramp widening to three lane section.

Outside Shoulder Barrier Wall Retrofit

All existing outside shoulder barrier walls to remain that have existing metal railing with elliptical tube shall have the railing replaced as called for in FDOT detail for Elliptical Tube Bridge Railing Retrofit (see Attachment A_11 – Elliptical Tube Bridge Railing Retrofit).

D. Signing & Pavement Marking

At a minimum, the following sign structures shall be replaced and provided with new sign panels (see Reference Document R_07.04 – Signing and Pavement Marking Plans):

10S206 (1976) – Cantilever

10S245 (1982) – Cantilever

10S214 (1976) – Span

10S212 (1982) – Span

10S217 (1982) – Span

At a minimum, the following sign structures shall be provided with new sign panels:

10S715 (2009)- replace panel and remove lights

10S716 (2009)- replace panel and remove lights

10S717 (2009)- replace panel and remove lights

10S215 (1982) – replace panel and remove lights

10S719 (2011) – replace panel and remove lights

At a minimum, the following sign structures shall have the existing panel overlaid:

10S942 (2020)- overlay yellow panel

10S948 (2020)- At a minimum, five butterfly sign structures shall be provided with new sign panels where shoulder mounted noise walls are proposed such that signage be visible (see Reference Document R_07.04 – Signing and Pavement Marking Plans):

Remove and replace all pavement markings as needed within project limits to accommodate the proposed milling and resurfacing and roadway improvements. Add any needed pavement markings per current design standards.

Existing signs and pavement markings within the project limits that are not specifically shown on the Concept Plans or in this RFP to be replaced shall be repaired, or in some cases replaced, to meet ADA requirements, provide long-term durability and/or improve appearance. See Reference Document R_10 – Existing Deficiencies Review and Repair Assessment.

E. Lighting

Light poles currently mounted along the median barrier wall were constructed with the recently finished THEA Safety Project and are to remain with the luminaires retrofitted only. All other poles within the project limits shall be removed and replaced with LED luminaires. Proposed light poles shall be median barrier wall mounted unless it is not constructable (i.e. along median bridge railing with differing elevations due to superelevation). All proposed luminaires shall have a color temperature of 3000K, and front light shields to reduce the glare on surrounding neighborhoods.

All existing underdeck luminaires in all bridge spans crossing roadways shall be replaced with new LED luminaires. All new underdeck luminaires shall be wall mount fixtures. No pendant hung underdeck lighting shall be permitted.

Aesthetic Lighting

Aesthetic lighting will be included for the Hillsborough River Bridge (HRB) and for the under-deck areas for all other overpasses.

Roadway and aesthetic lighting on the HRB will be designed in coordination with the aesthetic structures to achieve minimum roadway safety criteria and the intended aesthetic effects.

The signature aesthetic structural elements at the Hillsborough River Bridge will include external and internal RGB LED illumination, fully remote programmable and on a separate circuit.

New RGB LED luminaires for the Hillsborough River Bridge shall be the same or updated model of the existing luminaires. The DB team shall match the existing RGB LED uplighting in luminosity, color and control capabilities. If the DB Team cannot match the existing fixtures or the controller is not compatible with new fixtures, the controller will be replaced.

See Navigation Lighting, Section XII.J.2.i herein.

F. Signalization & Intelligent Transportation System Plans

New mast-arm traffic signals shall be provided at the following intersections as depicted in the Traffic Signal Concept Plans included in the Reference Documents (R_07.05 Signalization Plans):

- Westbound Selmon Expressway off-ramp at W. Euclid Avenue (new signalization)
- Eastbound Selmon Expressway on-ramp at W. Euclid Avenue (new signalization)
- Eastbound Selmon Expressway on-ramp at W. Bay to Bay Boulevard (new signalization)
- Westbound Selmon Expressway off-ramp to Willow Avenue, intersection at W. Cleveland St (new signalization)
- S. Willow Avenue at W. Cleveland St (replace existing signal)

(Temporary traffic signal modification is required at the intersection of W. Brorein St. and S. Franklin St. See Reference Document R_07.08 – Detour Routes)

Upgrade ITS/Tolls connectivity to two (2) sets of 72-strand fiber trunk lines on each side of the Selmon Expressway. An additional spare conduit shall also be furnished along each side of the Selmon Expressway for future network communications. Furnish and install all infrastructure necessary for ITS/Tolls connectivity upon Project completion as per ITS Minimum Technical Requirements, and FDOT Standards. Maintain all existing ITS/Tolls equipment as required by the FDOT Design Manual and Minimum Technical Requirements.

The west termination point is at the existing S. Himes Avenue Tolls cabinet and the existing ITS cabinet. Terminate the new ITS cable (2 – 72 SM) into 2 new patch panels. Terminate the Tolls cables (2 – 72 SM) into 2 new patch panels. Provide fiber optic jumpers between the existing patch panels and new patch panels.

The east termination point is at the existing Florida Avenue Tolls cabinet and the existing ITS cabinet. Terminate the new ITS cable (2 – 72 SM) into 2 new patch panels. Terminate the Tolls cables (2 – 72 SM) into 2 new patch panels. Provide fiber optic jumpers between the existing patch panels and new patch panels.

Determine the exact locations and quantities of the ITS devices to meet the requirements of this RFP. The table below represents minimum quantities of new (proposed) ITS devices anticipated for this Project and as depicted in the ITS Plans included in the Reference Documents (R_07.03).

ITS Devices	Quantity	Locations
CCTV Camera	5	See ITS Concept Plans in Reference Documents
Microwave Vehicle Detection System (MVDS)	17	See ITS Concept Plans in Reference Documents
Verification Camera	3	See ITS Concept Plans in Reference Documents
Dynamic Message Signs (DMS)	4	See ITS Concept Plans in Reference Documents
Roadside Unit (RSU)	13	See ITS Concept Plans in Reference Documents
Video Analytics (VA)	5	See ITS Concept Plans in Reference Documents
Wrong Way Vehicle Detection System (WWVDS)	5	At all off-ramps within the project corridor. See ITS Concept Plans in Reference Documents
Portable Work-zone Camera System	TBD*	*Multiple portable cameras as determined by Design-Build Firm to support full coverage of project limits throughout construction.

G. Aesthetics

The intent of this section is to provide concept development guidance for aesthetic elements. The design of all aesthetic elements must be integral to and coordinated concurrently with the design of other project elements such as roadway, drainage and structures to ensure compatibility. The Design/Build Firm understands that the design of aesthetic features may not be possible using FDOT standard plans, details or criteria. Furthermore, they may not be able to be constructed using off-the-shelf components and may require custom fabrication to achieve the desired intent as detailed herein, as well as in the Aesthetics Guidelines document (Reference Document R_37).

The design of aesthetic elements must be led by an Architect, or Landscape Architect with demonstratable experience designing custom features on the scale of this project.

The Design-Build Firm shall provide the following aesthetic enhancements:

- Signature illuminated aesthetic structures on the Selmon Hillsborough River Viaduct
- Aesthetic patterns on noise wall faces (both sides)
- Bridge under-deck aesthetic lighting for all underpass roadways
- Hardscape elements on the underpass ground planes

The Design-Build Firm shall refresh and enhance the appearance of all of the underpasses and retaining walls throughout the project corridor. The color theme of the Selmon West Extension Project will be applied (see Section XII.T herein for color definitions).

The Design-Build Firm shall work closely with and collaborate frequently with the Authority during the development and approval of aesthetic concepts and design details.

Cleaning and Coating

Bridge abutment walls, retaining walls, piers, pier caps, girders (including interior) and parapets shall be power-washed. Piers, pier caps, girders and parapets shall be coated. The interior girders do not need to be coated. Bridge abutment walls and retaining walls shall be coated. The existing abutment wall panel with vertical striations shall be separately coated.

All paved surfaces (i.e. sidewalks, slope paving, etc.) at the underpasses shall be power-washed. Slope paving shall be coated.

Underpass Ground Plane Hardscaping

THEA's goal is to improve the appearance along the local roadway at the underpasses and enhance the pedestrian experience. Due to the limited natural light after the bridges are widened in the median, ground planes at underpasses are to be hardscaped as shown in the Roadway Concept Plans (Reference Document R_07.01 – Roadway Plans, and as detailed in Section XII.T Aesthetics. Hardscape improvements vary by location, but include new curb, sidewalk, brick pavers, stamped concrete, landscape curb and crushed white shell.

The space on THEA property beneath the Selmon Expressway from Hyde Park Avenue to east of Plant Avenue shall be paved with 6-inch-thick concrete sidewalk. Fencing shall be replaced and other amenities restored or replaced following the concrete sidewalk construction.

The space on THEA property outside the Selmon Expressway from Hyde Park Avenue to east of Plant Avenue shall be restored to the same condition that it was in prior to the start of construction with similar pavement, sodding, amenities, and fencing.

Preserve or restore the existing hardscape features at Morrison Avenue and Watrous/Howard Avenue and Swann locations.

See Lighting Section herein for enhanced lighting of underpasses.

H. Tolling

Tolling – The Design-Build Firm shall replace all toll sites that are impacted by the South Selmon Capacity Project. New Mainline Toll Sites may be located to the west of the current mainline toll sites' location, but must be installed between the Plant Avenue On- and Off-ramps and the Willow Avenue On- and Off-Ramps to maintain the proper tolling of customers (see Roadway Concept Plans – Reference Document R_07.01). Toll Operations shall be maintained at all times on the mainline toll sites during construction by constructing the new mainline toll sites and coordinating with the Authority's separately contracted Toll Equipment Design-Build Firm for the installation, testing and commissioning of the new toll sites before demolition and decommissioning of the current mainline toll sites.

For the replacement of ramp toll sites, the Authority desires that a new toll site be constructed, tested and commissioned before an existing toll site is demolished and decommissioned, to maintain tolling operations. If toll operations of an existing ramp toll site cannot be maintained while completing the construction of the new ramp and new toll site, the Design-Build Firm shall minimize the time between the decommissioning the operations of the existing toll site and commissioning the operations of the new toll site, and shall coordinate with the Authority for the installation and initiation of operations of the Authority's temporary portable toll gantry solution for use between the decommissioning and commissioning events. At no time throughout construction shall more than two ramp toll sites require the use of the Authority's temporary portable toll gantry solution.

A new Test Gantry shall be installed at Willow Avenue eastbound exit ramp. The new test gantry is to be located a minimum of 150' from the Production gantry, and be located where vehicles are free flowing without lanes changes.

The Design-Build Firm shall follow the requirements of the Authority's General Tolling Requirements (GTR) for all toll sites.

However, the Authority desires that the new mainline toll gantries incorporate the aesthetic theme of the Selmon West Extension (SWE) through the design by the Design-Build Firm of aesthetic concrete columns/uprights to support the gantry truss.

Follow THEA's General Tolling Requirements, Section 11, Toll Loop Pavement Area Design and Infrastructure, for requirements regarding pavement design, milling and resurfacing in the toll loop area of all toll sites within the project limits.

I. Project Augmentations

The following is a general description of potential Project Augmentations to be investigated by the Design-Build Firm and the Authority during the Accelerated Scope Augmentation Phase to determine feasibility of design-build delivery under the terms and conditions of the Contract Documents.

The scope of potential Project Augmentation include:

- Safety improvements, such as increased shoulder widths
- Operational improvements, such as increased lengths of ramp acceleration and deceleration lanes
- Signature aesthetic feature enhancements (revision to base plan defined herein) at the Hillsborough River Bridge
- Other aesthetic enhancements beyond base plan
- Pump station in lieu of South Howard Outfall connection

The Authority will specify the Project Augmentations to be investigated during the Accelerated Scope Augmentation Phase following execution of the design-build contract.

XII. 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 shall be responsible for the identification of and coordination with vibration sensitive sites impacted by the Work for the duration of the construction period.

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 Authority 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:

- 1) Identify any existing structures that will be monitored for vibrations during the construction period.
- 2) Establish the maximum vibration levels for the existing structures that shall not be exceeded.
- 3) Identify any existing structures that will be monitored for settlement during the construction period.
- 4) Establish the maximum settlement levels for the existing structures that must not be exceeded
- 5) 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 Authority and Department Specifications.

C. Geotechnical Services

The Authority has conducted geotechnical field investigations as documented in the Geotechnical Data Report included in the Attachments.

Driven Pile Foundations for Bridges and Major Structures

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Statnamic Load Test Before the resistance factors for static/statnamic load testing may be used for pile foundations, a minimum of one successful load test must be performed at each bridge location where foundations are installed in a representative location of that area.

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

- 1) Evaluating geotechnical conditions to determine the pile type, diameter and length and construction methods to be used.
- 2) Performing the subsurface investigation prior to establishing the minimum and anticipated pile tip elevation requirements, in accordance with the FDOT Soils and Foundations Handbook.
- 3) Selection of pile type and size.
- 4) Determination of the need for performing any temporary or permanent casing to achieve the required minimum pile tip elevation for lateral stability, uplift, or tension capacity.
- 5) Selection of test pile lengths, locations, and quantity of test piles in accordance with Authority and governing guidelines.
- 6) Selection of pile testing methods.
- 7) Determining the frequency of such testing unless otherwise stated herein.
- 8) Performance of the selected test pile program, including dynamic load test personnel and equipment. The DB firm will provide the CEI with two weeks of advanced notice prior to the installation of test piles and all pile testing.
- 9) Preparing and submitting a Pile Installation Plan for the CEI and Authority's acceptance.
- 10) Selection of production pile lengths.
- 11) All impact driven pile foundations require 100% dynamic testing of production piles.
- 12) Driving piles to the required capacity and minimum penetration depth.
- 13) Inspecting and recording the pile driving information. Provide a pile inspection device that

displays and stores electronically for every hammer blow along with a timestamp: stroke for open-ended diesel hammers and blows per foot and blows per minute for all hammers. The device must auto-generate the Department's Pile Driving Record form and export the non-editable electronic data in a format compatible with the Pile Driving Record form. Use this device during the inspection of test piles and production piles.

- 14) Submitting Foundation Certification Packages.
- 15) Providing safe access and cooperating with the CEI and Authority in verification of the piles, both during construction and after submittal of the certification package.
- 16) Establishing the preformed depth (greater than zero feet) for soil vibration control, for all impact or vibratory driven foundation piles, sheet piles, soldier piles or similar installations. These preformed depths shall be incorporated into the plans.

Drilled Shaft Foundations for Bridges and Miscellaneous Structures

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Bidirectional (Osterberg Cell) Load Test or Statnamic Load Test. For Bidirectional Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts, a minimum of one successful load test must be performed at each bridge location where foundations are installed in a representative location of that area. THEA will allow non-redundant (single) drilled shafts.

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

- 1) Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
- 2) Performing the subsurface investigation and drilling a pilot hole at each bridge shaft location prior to establishing the drilled shaft tip elevations and socket requirements. Submit results of pilot holes and the calculations determining planned drilled shaft tip elevations no less than 10 working days prior to shaft excavation for review and acceptance by the CEI and Authority.
- 3) Determining the locations of the load test shafts and the types of tests that will be performed.
- 4) Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the CEI and Authority at least five (5) working days before beginning construction of these shafts.
- 5) Preparing and submitting a Drilled Shaft Installation Plan for the CEI and Authority's acceptance.
- 6) Constructing the method shaft (test hole) and load test shafts successfully and conducting thermal integrity tests on these shafts.
- 7) Providing all personnel and equipment to perform a load test program on the load test shafts.
- 8) Determining the production shaft lengths.
- 9) Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the CEI and Authority.
- 10) Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
- 11) Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.

- 12) Performing Non-Destructive Drilled Shaft Integrity Testing in accordance with 455-17.6.
- 13) Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
- 14) Submitting Foundation Certification Packages in accordance with the specifications.
- 15) Providing safe access and cooperating with the CEI and Authority in verification of the drilled shafts, both during construction and after submittal of the certification package.
- 16) Complying with the tolling gantry foundation requirements provided in the Authority's General Tolling Requirements (GTR) (Attachment A_005).

Micropiles for Bridges and Major Structures

Micropile foundations are permitted to be used to support bridges or other major structures, except for the bridge(s) located in the Hillsborough River. The latest FDOT Developmental Specification Dev455MP is required to be used for construction of micropiles. The Design-Build Firm shall be responsible for the following:

- 1) Evaluating geotechnical conditions and designing the foundations, including micropile diameter, bottom of micropile casing elevation, micropile tip elevation and minimum rock bond length.
- 2) Performing the subsurface investigation consisting of Standard Penetration Test (SPT) borings prior to establishing the anticipated micropile tip elevation and rock bond length requirements. Minimum frequency of test borings shall be as follows:
 - Bents/pier foundations < 50 feet wide - at least one boring within every bent/pier per structure;
 - Bents/pier foundations \geq 50 feet wide - at least two evenly spaced borings within every bent/pier per structure;
 - Wall foundations - at least one boring every 100 lineal feet of the wall.
 - All bridges and walls with micropiles require static load tests. Perform at least one boring within 5 feet of the location of the static load test pile.

All borings shall be performed at a maximum sampling interval of 2.5 feet and shall continue through competent rock materials for at least 10 feet below the expected micropile tip elevation.

- 3) Preparing and submitting a Micropile Installation Plan for the CEI and Authority's acceptance.
- 4) Determining the locations of the static load tests. Performing a minimum of two static load tests for each bridge site, or one static load test for each representative soil profile for each bridge site, whichever is greater. Testing shall be performed in accordance with the latest FDOT Developmental Specification Dev455MP.
- 5) Providing the results of the borings and static load tests performed for the static load test piles to the CEI and Authority at least five (5) working days before beginning construction of production micropiles.
- 6) Performing a verification load test on production piles in accordance with the latest FDOT Developmental Specification Dev455MP.
- 7) Documenting and providing a report that includes all micropile load test data, analysis, and recommendations to the CEI and Authority.
- 8) Constructing all micropiles to the required tip elevation and rock bond length requirements.
- 9) Inspecting and documenting the micropile installation.
- 10) Submitting Foundation Certification Packages.
- 11) Providing safe access, and cooperating with the CEI and Authority in verification of the

piles, both during construction and after submittal of the certification package.

Auger Cast Piles for Bridges and Major Structures

Auger cast pile (ACP) foundations are permitted to be used to support bridges or other major structures, except for the bridge(s) located in the Hillsborough River. The latest FDOT Developmental Specification Dev455ACP is required to be used for construction of auger cast piles. The Design-Build Firm shall be responsible for the following:

- 1) Evaluating geotechnical conditions and designing the foundations, including ACP diameter, ACP tip elevation and minimum rock socket length.
- 2) Performing the subsurface investigation prior to establishing the anticipated ACP tip elevation and rock socket length requirements. Minimum frequency of test borings for bridge foundations shall be in accordance with the FDOT Soils and Foundations Handbook (SFH). Minimum frequency of test borings for wall foundations shall be at least one boring for every 100 lineal feet of the wall.
- 3) Preparing and submitting an ACP Installation Plan for the CEI and Authority's acceptance.
- 4) Determining the locations of the static load tests. Performing a minimum of two static load tests for each bridge site, or one static load test for each representative soil profile for each bridge site, whichever is greater. Conducting thermal integrity testing on the static load test piles.
- 5) Providing the results of the borings, static load tests and thermal integrity tests performed for the static load test piles to the CEI and Authority at least five (5) working days before beginning construction of production piles.
- 6) Performing a verification load test on at least 5% of the production piles of at each bent/pier (minimum 1 per bent/pier).
- 7) Documenting and providing a report that includes all ACP load test data, analysis, and recommendations to the CEI and Authority.
- 8) Constructing all piles to the required tip elevation and rock sock length requirements.
- 9) Inspecting and documenting the ACP installation.
- 10) Performing thermal integrity testing in accordance with the latest FDOT Developmental Specification Dev455ACP.
- 11) Submitting Foundation Certification Packages.
- 12) Providing safe access, and cooperating with the CEI and Authority in verification of the piles, 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. Spread footings shall not be permitted for bridge foundations where adjacent existing bridge foundation elements are founded on deep foundations.
- 2) Evaluate existing shallow foundations and bridge structures when designing new foundation elements to demonstrate analyses and measures incorporated into the design and construction means and methods to prevent damage to existing bridge elements from additional loading and construction activities. Analyses shall be completed and submitted for Authority review that include settlement analyses, evaluation of how settlement would impact adjacent structures and existing bridges and verification that existing

structures/bridges can accommodate any settlement caused from the new construction and loading.

- 3) 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.
- 4) Inspecting and documenting the spread footing construction.
- 5) Submitting Foundation Certification Packages in accordance with the specifications.
- 6) Providing safe access and cooperating with the CEI and Authority in verification of the spread footing, both during construction and after submittal of the certification package.

Auger Cast Piles for Sound Barrier Walls

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

- 1) Evaluating geotechnical conditions and designing the foundations, including diameter and lengths.
- 2) Constructing all auger cast piles to the required tip elevation and socket requirements, in accordance with the specifications.
- 3) Preparing and submitting an Auger Cast Pile Installation Plan for the CEI and Authority's acceptance.
- 4) Inspecting and documenting the auger cast pile installation.
- 5) Submitting Foundation Certification Packages in accordance with the specifications.
- 6) Providing safe access and cooperating with the CEI and Authority in verification of the auger cast piles, 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 Authority and Department Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

- 1) Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- 2) A field testing and instrumentation program to verify design assumptions and performance,
- 3) 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,
- 4) A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) 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 CEI and Authority's independent verification.
- 5) 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 working 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 GFDEOR certifying that the specialty geotechnical work meets the requirements. The Authority may issue comments and require additional verification testing.

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

- 1) Providing periodic Project updates to the Authority’s Project Manager and the Authority as requested.
- 2) Coordination with the Authority on any issues that arise concerning reimbursement of utility work costs.
- 3) Proactively communicate with the UAO’s and Design-Build team related to scope, schedule and issues avoidance and resolution.

The following Utility Agency/Owners (UAO’s) have been identified by the Authority as having facilities within the Project corridor for which the Authority contemplates an adjustment, protection, or relocation is possible. UAO’s within the Authorities R/W are not eligible for reimbursement by the Authority if relocation is required and approved by THEA.

Summary of UAO having facilities within the Proposed Project Limits

UAO	Contact Information	Email Address or Telephone Number
AT&T Florida	Steve Hamer	Shamer@sdt-1.com
AT&T Metro	Martin Shaw	martin@trecgroup.com
AT&T Wireless	Mason Porter	mp2224@att.com
City of Tampa Transportation	Brad Lang	brad.lang@tampagov.net
City of Tampa Water	Richard Rivera	richard.rivera@tampagov.net
City of Tampa Wastewater	Kimani Thomas	Kimani.Thomas@tampagov.net
Crown Castle	Chris Perkins	NorthFloridaPlansReview@crowncastle.com
Fiberlight LLC	James Reese	james.reese@fiberlight.com
Frontier Communications	Randy James	Randall.James@ftr.com
Hillsborough County Courts	Scott Fogelman	scott.fogelman@hillsclerk.com
Hotwire Communications	Walter Sancho-Davila	walter.sancho-davila@hotwirecommunication.com
Lumen (Level 3)	Matt Anthony	matthew.p.anthony@lumen.com
MCI	Michael Krol	michael.krol@verizon.com
Spectrum Sunshine State LLC	Paul Perrini	Paul.Perrini@charter.com
Tampa Electric Company	Jason Payne	CSAdmin@tecoenergy.com
TECO Peoples Gas	Patrick Allen	PAllen2@tecoenergy.com
Uniti Fiber LLC	David Woods	david.woods@uniti.com
Zayo Group	Jake Sansom	ZayoFLRelocations@zayo.com

Subsurface Utility Engineering (SUE)

SUE has been performed based on conflict determination from the Concept Plans. Level B designation and Level A test holes have also been performed at numerous locations for quantifying actual conflicts. The SUE data was also used to complete the conflict matrix. The Design Build Firm will be responsible for any additional SUE work depending on plans updates or changes.

Conflict Matrix

A conflict matrix based on the concept plans for this project is included as Reference Document R_33 – Utility Conflict Matrix (note, once completed, the conflict matrix will be an Attachment).

Tampa Electric’s transmission line crosses over the Selmon Expressway at S. Himes Avenue. Transmission outage is likely required for bridge widening. See Transportation Management section for more information on outages.

Utility Work Schedule (UWS) – RGB (Red, Green, Brown Markups)

All obtained UWS’s will be made available to the design build teams a minimum of 90 calendar days prior to submissions of Technical Proposals. UWS/RGB’s are prepared by UAO and based on the Concept Plans. It is the Authority’s intention to compensate UAO’s for advanced relocation.

Compensability Determination

The Design-Build Firm may request the utility to be relocated to accommodate proposed changes from the Concept Plans; however, these relocations require the Authority’s approval, and the Authority will not compensate the Utility Agency/Owner (UAO) or the Design-Build Firm for the utility relocation work, unless otherwise approved.

The relocation agreements, plans, work schedules and permit applications are to be forwarded to the Authority for review by the Authority and the Authority’s Construction Manager. The Authority and Authority’s Construction Manager only review the documents and are not to sign them. Once reviewed, the utility permit application will be sent back to the UAO for the UAO to submit and coordinate permit approval with the City of Tampa.

To facilitate coordination, the Design-Build Firm shall prepare 11” x 17” plan sheets for the project limits for transmittal to the Utility Owners. The Design-Build Firm shall supply all project plan CAD files to UAO’s if requested by a Utility Owner.

Out of Service Left in Place Facilities

Any UAO who wants to leave out of service facilities within the project limits., must first provide a letter to the Authority’s Construction Manager to obtain approval from the Authority and the City of Tampa Permitting Agency. The Design-Build firm will assist the UAO in the coordination of this effort with the Authority and the City of Tampa.

Early Works Utility Relocations for the South Selmon Bridge Crossing at the Hillsborough River (by Others)

Scope of work by UAO’s - Frontier Communications is designing, coordinating, and installing a new conduit/hanger system at the Hillsborough River Bridge crossing. This is anticipated to be completed by March 1, 2026. This conduit/hanger system will have multiple Utility Agency/Owners (listed in table

below) located within the conduit/hanger system. Frontier Communications will install the new conduit/hanger system under the westbound bridge in a bay opening within the middle of the bridge. Once the conduit system is installed, Frontier Communications will install and splice new fiber lines to allow removal of their facilities that were located on the side of the westbound bridge in the 6 (4” conduits) conduit bank. Each UAO listed in the table below will follow the same direction until all UAO’s are located from the 6(4”conduits) conduit bank and are placed in the new conduit/hanger system. Frontier Communications will also install a new duct bank on Bayshore Boulevard and Ashley St, for the UAOs to exit the bridge. All UAOs listed in the table below will be responsible for pulling and splicing their own cables and removing their existing conduits.

The following UAOs have been identified by the Authority as having facilities attached to the South Selmon Bridge, at the Hillsborough River. These facilities are not to be affected by any future design changes. If this conduit system is proposed to be adjusted by a Design Build Firm, the firm will be responsible for all additional relocation costs.

Frontier Communications	Frontier hired KCI to design and construct the new conduit/hanger system underneath the westbound South Selmon Bridge and duct banks for all utilities to exit the bridge on Bayshore Boulevard and Ashley Street. Frontier is to coordinate with all UAOs listed in this table for cable pulling and splicing work. Frontier is compensable for this work.
Fiberlight LLC	Fiberlight will be responsible for pulling and splicing their own cables from the old conduits to the new conduit/hanger system as well as the proposed duct banks on Bayshore Boulevard and Ashley Street. Fiberlight has been deemed not compensable for this work.
Lumen (Level 3)	Lumen will be responsible for pulling and splicing their own cables from the old conduits to the new conduit/hanger system as well as the proposed duct banks on Bayshore Boulevard and Ashley Street. Lumen has been deemed not compensable for this work.
Spectrum Sunshine State LLC	Spectrum will be responsible for pulling and splicing their own cables from the old conduits to the new conduit/hanger system as well as the proposed duct banks on Bayshore Boulevard and Ashley Street. Spectrum has been deemed not compensable for this work.
Zayo Group	Zayo will be responsible for pulling and splicing their own cables from the old conduits to the new conduit/hanger system as well as the proposed duct banks on Bayshore Boulevard and Ashley Street. Zayo has been deemed not compensable for this work.
MCI (pending designation)	Still determining if MCI is present in the old conduit system. MCI will have same responsibilities as the other UAOs listed in this table.

E. 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, Temporary Traffic Control Plans (TTCP), Environmental Permits and other necessary documents.

Design Analysis

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

Any deviation from the Authority's or FDOT's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. An approved package of Design Variations and Exceptions based on the Concept Plans is included as an Attachment (A_016 – Design Exceptions & Variations). Previously approved Design Variations and Exceptions shall be submitted for approval. Any additional Design Variations and Exceptions must be approved by the Authority prior to the Design-Build Firm initiating work on any subsequent project tasks.

Cross sections shall be prepared in 50' maximum increments.

The Authority desires to meet FDOT standard cross slope criteria to the extent practical. The proposed cross slopes for the South Selmon Mainline will be in accordance with the Cross Slope Correction Memorandum included in the Reference Documents. Any deviations from this Reference Document must be approved by the Authority prior to the Design-Build Firm initiating work on any subsequent project tasks.

F. Roadway Design

See 2024 FDM 120.2.3 for Roadway Design sheets, elements and completion level required for each submittal.

- 1) **Typical Section Package:**
 - Transmittal letter
 - Roadway Typical Section(s)
 - a. Pavement Description (Includes milling depth)
 - b. Minimum lane, shoulder, median widths
- 2) **Pavement Design Package:**
 - Pavement Design
 - a. Minimum design period – 20 years
 - b. Minimum ESAL's
 - c. Minimum design reliability factors
 - Selmon Expressway: 90%
 - d. Resilient modulus for existing and proposed widening (show assumptions)
 - e. Roadbed resilient modulus
 - f. Minimum structural asphalt thickness
 - g. Cross slope
 - h. Identify the need for modified binder
 - i. Pavement coring and evaluation
 - j. Minimum milling depth

Refer to the GTR for tolling area pavement design guidance.

Selmon Expressway

The minimum pavement design for the Project shall meet or exceed the following designs below:

- **Widening, Reconstruction and Ramps**
 - Optional Base Group 10 (11")
 - Structural Course Type SP (Traffic E) (2.5")
 - Structural Course Type SP (Traffic E) (1.5") (High Polymer)
 - Friction Course FC-5 (High Polymer) (0.75")
 - Meet or exceed adjacent asphalt depth on all widening pavement designs.
 - All proposed shoulder pavement shall match mainline pavement design.

- **Milling**
 - Mill Existing Asphalt Pavement for depth to no less than 2.25" to completely remove the existing friction course and top layer of structural course.
 - Any milling operation will cover the full width of the impacted lane; partial lane width milling shall not be allowed.
 - Cross slope corrections will be necessary in certain locations (see cross slope calculations in Reference Document R_08 – Pavement Cross-slope and Overbuild Analysis) and shall be accomplished by milling the existing asphalt pavement a minimum of 2.25" plus any additional milling needed to achieve the required structural number or with a combination of milling a minimum of 2.25" and overbuild. Overbuild is not allowed directly under the new FC. See new reference documents for more information on available cross slope treatments for the project.
 - Shoulders shall be milled a minimum of 1.5" to completely remove the top layer of structural course.

- **Resurfacing**
 - Friction Course FC-5 (High Polymer) (0.75") or FC-12.5 (High Polymer) with longitudinal grooving, and structural course Type SP (Traffic Level E, High Polymer) (1.5").
 - Shoulders shall be resurfaced with a minimum of one lift of SP-12.5.

All pavement designs will include 12" Type B Stabilization LBR 40.

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

The Design-Build Firm shall provide pavement designs for City of Tampa local roadways in accordance with the City of Tampa's Pavement and Right-of-Way Restoration Standards based on the roadway classifications listed below:

Local Roadway	Roadway Classification
S. Himes Avenue	Collector
W. Euclid Avenue	Neighborhood Collector
W. El Prado Boulevard	Neighborhood Collector
S. MacDill Avenue	Collector
W. Bay to Bay Boulevard	Minor Arterial

W. Mississippi Avenue	Local
S. Howard Avenue	Collector
W. Watrous Avenue	Local
W. Morrison Avenue	Neighborhood Collector
W. Swann Avenue	Collector
W. Platt Street	Minor Arterial
S. Willow Avenue	Collector
S. Boulevard	Collector
S. Hyde Park Avenue	Minor Arterial
S. Plant Avenue	Minor Arterial
Bayshore Boulevard	Minor Arterial
S. Ashley Drive	Collector
S. Tampa Street	Minor Arterial
S. Franklin Street	Collector
S. Florida Avenue	Minor Arterial
W. Cleveland Street	Minor Arterial
W. Santiago Street	Local

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.

The West Riverwalk segment to be constructed by the Design-Build Firm shall be in accordance with the construction criteria included in Attachment A_012 – West Riverwalk Plan and Construction Criteria.

G. Drainage

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, including the City of Tampa.

For the proposed Selmon Expressway Ponds in the Euclid, Palma Ceia, Rome Avenue, Spanishtown Creek, Brorein West, and Brorein East Basins, where feasible for the stormwater management to be accomplished entirely within existing THEA Right-of-Way, the Design-Build Firm will meet the City’s criteria of attenuating a 25-year/24-hour post-developed discharge rate to a 5-year/24-hour pre-developed rate when connecting to the City’s system.

For those basins, where it is not feasible to meet the City’s attenuation criteria with stormwater storage entirely within THEA’s Right-of-Way, the Design-Build Firm will utilize or modify the provided Hydrologic and Hydraulic (H&H) models for those basins for the mean annual, 5-year/8-hour and the 25-year/24-hour storm events to show that sufficient stormwater storage volume has been provided within THEA’s Right-of-way such that: 1) For basins with no reported flooding problems, any HGL (Hydraulic Grade Line) increases will be minimal and not result in flooding problems in the City’s system upstream or

downstream of the Points of Connection; and 2) For basins with reported flooding problems, no HGL increases will occur anywhere in the City's system upstream or downstream of the Points of Connection.

THEA is providing permitting agency approved/permitted conceptual stormwater models of the Expressway basins within the project as information for the Design-Build Firm to utilize and/or modify as needed to meet its project design and permitting requirements.

The Design-Build Firm is advised that the original four-lane divided Selmon Expressway typical section (which existed prior to the South Selmon Median Safety project) shall be considered the pre-developed condition for stormwater treatment and attenuation calculations as agreed to by SWFWMD, City of Tampa, and the Authority.

If pond liners are utilized, the Design-Build Firm shall determine an appropriate factor of safety for pond liners to prevent failures. The minimum factor of safety shall be 1.20.

The Design-Build Firm shall perform double ring infiltrometer tests (same number of tests as performed for design and permitting) for any dry pond one hundred and eighty (180) calendar days prior to obtaining Final Acceptance. The double ring infiltrometer tests shall demonstrate infiltration rates equal to or better than the permitted rates. The bottom of any dry pond shall not be sodded. The Design-Build Firm's operations (e.g., material staging, equipment operation, etc.) shall not be conducted so as to compromise the infiltration characteristics of each dry pond. Any required remedial action to restore filtration characteristics will be provided at no cost to the Authority.

Vertical pipes adjacent to any MSE walls shall have a concrete thrust block at the base of the pipe and a resilient connector at the base of the inlet.

Placing storm drain pipes below retaining walls shall not be allowed when other options may be available. Where a storm drain pipe needs to cross under a retaining wall, the pipe shall cross perpendicular to the wall at depths meeting the applicable design criteria to minimize impacts of any anticipated wall settlement. The alignment of pipes under retaining walls shall be configured to minimize the length of pipe under the wall.

Ditches adjacent to retaining walls shall include a minimum three-foot wide berm adjacent to the retaining wall and maximum 1:3 side slopes for maintenance functionality. The top of bank calculation for ditch freeboard determination shall be within THEA ROW.

Concrete pipe shall be used for cross drains and storm drains for this Project. FDOT's culvert Service Life Estimator program shall be utilized to determine the required RCP class. The minimum RCP class shall be Class II. The documentation supporting the required RCP class including the Culvert Service Life Estimator Program Analysis, shall be submitted to the Authority with the 90% plan submittal. Pipe material class installed on the Project shall be indicated on the Summary of Drainage Structures Sheets.

Watertight 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 watertight per FDOT Specifications. Field measurement of the ground water elevation shall be required at the location of the leak to perform the required calculations. Joints of pipes within Wall Zones shall be wrapped with impermeable fabric.

All storm drain manholes and inlets may utilize resilient connectors. Resilient connectors are required for all structures within walled embankments or connected to wall zone pipe, all vertical pipes and to accommodate movement of the bridge collection piping. 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. The requirement for galvanized grates and manholes shall be included as one of the General Notes on the General Notes Sheet of the Roadway Plans as well as a note on the first Drainage Structure Sheet.

Manholes shall not be located within the vehicle wheel path in any travel lane.

Permanent and temporary pavement spread shall be confined to the shoulders and shall not encroach into the travel or ramp lanes.

The Design-Build Firm is cautioned that existing plans may be in Vertical Datums NGVD 1929 or NAVD 1988. The Design-Build Firm is responsible for ensuring that current plans use the currently required datum and for converting elevations as needed to the current datum. The conversion factor from NGVD to NAVD shall be called out in the Drainage Design Documentation and on the project Drainage Maps.

The use of trench drain and/or slotted barrier for pavement drainage is limited to temporary uses to assist with temporary traffic control only. Trench drain and slotted barrier shall not be allowed for pavement drainage in the permanent condition.

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

- 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

- Cross drain analysis

- Stormwater quality analysis, including volume recovery calculations.

- Stormwater quantity analysis, including ICPR (or equivalent software) input and output.

- 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, T_c , CN, and other supporting data

- Control structure analysis, including skimmer and bleeder calculations.

- Storm drain analysis (in approved format), including grate capacity for entire length of project.

- Ditch conveyance analysis

- Pavement drainage analysis (sheet & gutter flow, pavement spread, hydroplane, special gutter grades)

- Culvert service life analysis

- Structure and liner flotation analysis

- Temporary drainage during construction

- Supporting data for the above items

- Relevant correspondence

The Design-Build Firm shall prepare a Bridge Hydraulic Report (BHR) and Bridge Hydraulic Recommendation Sheet for the bridge widening over the Hillsborough River. Hydraulic analysis shall be in accordance with the FDOT Drainage Manual, FDOT Drainage Design Guide, and FDOT Bridge Scour Manual and shall include both a riverine and tidal analysis with scour calculations provided for the most conservative conditions. The hydraulic analysis shall be performed by a qualified Coastal Engineer as defined in Section 5.1 of the FDOT Drainage Design guide.

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 entirely previously prepared documents by others 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. Existing and proposed basin maps shall be provided at the beginning of the supporting documentation for each SMF design, showing the boundaries with areas of the permitted conditions for all basins. The maps shall include an aerial background, basin divides, basin areas, permitted SMFs identified with control elevation, DHW, permit number, and outfall location. Drainage Plans shall include, at a minimum, the following items:

- 1) Drainage Map and Regional Drainage Map
- 2) Box Culvert Data Sheet
- 3) Summary of Drainage Structures
- 4) Optional Pipe Materials Sheet
- 5) Roadway Plan/Profile Sheets (include all drainage structures)
- 6) Drainage Structure Sections
- 7) SMF and FPC Sheets (Plan, Typical Section, Control Detail)
- 8) Drainage Detail Sheets
- 9) Bridge Hydraulic Recommendation Sheet

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.

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

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

H. Geometric Design

The Design-Build Firm shall prepare the geometric design for the Project using the Standard Plans 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, Authority and Department standards.

Unless otherwise approved by the Authority, the Design-Build Firm shall not reduce the minimum number of lanes, lane and shoulder widths, 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 Roadway Concept Plans included in the Reference Documents.

I. Design Documentation, Calculation, and Computations

The Design-Build Firm shall submit to the Authority design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be converted to a standard size digital format. The data shall be in digital format for submittal to the Authority. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the As-Built Plans and tracings.

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

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

J. Structure Plans

See Scope above for Anticipated Bridge Structures work.

1) Bridge Design Analysis

- a. The Design Build Firm shall submit to the Authority final signed and sealed design and detail documentations during the development of the plans.
- b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design and retaining wall design are submitted with the 90% bridge and retaining wall plans.
- c. The Design-Build Firm shall insure that approved aesthetic features plans are included with the 90% bridge and retaining wall plans.
- d. The Design-Build Firm shall “Load Rate” all bridges in accordance with the FDOT Procedure 850-010-035 and the Structures Manual.
- e. Any erection, demolition, and any proposed sheeting and/or shoring plans that may potentially impact the railroad must be submitted to and approved by the railroad. This applies to areas adjacent to, within and over railroad rights of ways.
- f. The EOR for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The EOR shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.

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.
- b. The LRFD Operational Importance Factor and LRFD Ductility Factor shall be 1.0 for all bridges.
- c. The redundancy factor shall be applied to the flexural and axial effects of girder or floor beam component designs, including but not limited to flanges, webs, splices, connections, and cross-frames/diaphragms.
- d. The minimum environmental classifications for all bridges are as follows:

Bridge No.	Superstructure	Substructure	
		Steel	Concrete
100308	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100309	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100310	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100311	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100312	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100313	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100314	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100315	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100316	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100317	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100318	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100319	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100320	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100321	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100322	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100323	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100xxx	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100325	Slightly Aggressive	Slightly Aggressive	Slightly Aggressive
100326	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100327	Slightly Aggressive	Moderately Aggressive	Slightly Aggressive
100328	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100329	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100330	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100331	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100332	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100333	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100332	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100333	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive
100332	Extremely Aggressive	Extremely Aggressive	Extremely Aggressive

- e. Horizontal Clearances: Unless specified elsewhere in this RFP, minimum horizontal clearances to bridge piers, bents, retaining walls, abutments and superstructures shall conform to the requirements shown below:
 - i. Bridges adjacent to state roads: FDM
 - ii. Bridges adjacent to local roadways: Florida Green Book
 - iii. Existing horizontal clearances to existing substructures, retaining walls, abutments, etc. shall be maintained and matched for the widened condition.
 - iv. New bridges:
 - 1. Adjacent to state roads: FDM
 - 2. Adjacent to local roadways: Florida Green Book
 - v. Any horizontal clearances that do not conform to the FDM or Florida Green Book shall have a variation or exception developed by the Design Build Firm and submitted during the procurement phase for review and approval through the ATC process.

- f. Vertical Clearances: Unless specified elsewhere in this RFP, minimum vertical clearances to bridge piers, bents, retaining walls, abutments and superstructures shall conform to the requirements shown below:
 - i. Bridges over state roads: FDM
 - ii. Bridges over local roadways: Florida Green Book
 - iii. Bridges Widening: Match the existing superstructure vertical clearance of the bridge being widened
 - iv. Bridges over Navigable Waterways: Match the existing superstructure vertical clearance of the bridge being widened and adhere to all permits including the U.S. Coast Guard Permit
 - v. W. Bay to Bay Boulevard Parking Lot Entrance: 14 feet
 - vi. Any vertical clearances that do not conform to the FDM or Florida Green Book shall have a variation or exception developed by the Design Build Firm and submitted during the procurement phase for review and approval through the ATC process.

- g. Vessel Collision: New piers for bridges 100332 and 100333 within the Hillsborough River shall be designed for the minimum transverse and longitudinal vessel collision loadings shown below. The existing piers for bridges 100332 and 100333 within the Hillsborough River shall be analyzed for capacity/strength in accordance with the AASHTO LRFD Design Specifications and Contract Documents for the minimum transverse and longitudinal vessel collision loadings shown below.
 - i. New piers shall have mudline footings with the top of footing elevation set to match the existing adjacent existing pier's top of footing elevation.
 - ii. Vessel collision designs (new piers) and analysis (existing piers) shall not rely on tension in driven pile foundations.
 - iii. New Pier columns and subshafts shall adhere to SDG Figure 2.11.11-1.
 - iv. Minimum Transverse Vessel Collision Load: 580 kips
 - v. Minimum Longitudinal Vessel Collision Load: 290 kips
 - vi. Empty Drifting Barge Impact Force: 69 kips
 - vii. Existing piers that do not have sufficient strength/capacity in all structural components (pier, column, subshaft, footing, foundation, etc.) to resist the Minimum Transverse and Minimum Horizontal Vessel Collision Loads shall be protected with a Vessel Collision Protection Structure (VCPS). The VCPS shall have the transverse and longitudinal vessel collision loads applied at all critical

locations to develop the maximum design loadings. The VCPS shall prevent vessel impacts from directly imparting loads onto the existing piers from any direction of impact. Depending on the analysis of the existing pier capacity, any Vessel Collision Protection Structure may be connected to the existing piers or any components of the existing piers. A FDOT Index 471-030 style fender or similar shall not be utilized as a VCPS.

- viii. The depth of the Vessel Collision Protection Structure shall be sufficient to meet the requirements of Index 471-030.
- h. Fender System: Provide a new fender system with clearance gauges meeting Index 471-030 and the Contract Documents for fender portions removed for construction, impacted by new structures, or other similar conditions.
 - i. The fender system shall be connected to the Vessel Collision Protection Structure.
 - ii. The fender system shall be connected to the existing Brorein Street fender system.
 - iii. The Vessel Collision Protection Structures may be incorporated into the fender system and shall be faced with plastic lumber meeting the details of Index 471-030 and the Contract Documents.
 - iv. Fender Minimum Energy Absorption Capacity: 38 kip-ft
 - v. Provide catwalk plastic lumber on top of the Vessel Collision Protection Structures and the fender system.
- i. Navigation Lighting: Provide new navigation lighting for dual bridges with a fender system. Any existing navigational lighting in good working condition, as deemed by THEA, may be utilized as part of the final navigational lighting if the remaining navigation lighting portions meet the latest designs, specifications, operations, etc.
- j. End Bent Abutments: Abutments for new and widened bridges shall be full depth, cast-in-place concrete abutments similar to the existing bridge abutments with footings below the existing groundline. Surface finish for widened abutments shall be smooth. Surface finish for new abutments shall match the existing abutment aesthetics (smooth with vertical striations).
- k. Retaining Walls: All retaining walls shall be faced with a fractured-fin surface treatment to match the Selmon West Extension project.
- l. Class V Applied Finish Coating
 - i. Place an applied finish coating upon all existing/new exposed concrete surfaces as noted below:
 - 1. Columns, Pier caps, End bent caps, bridge abutments and other similar substructures and substructure elements
 - 2. Wall facings, retaining wall facings, including MSE wall panels, and copings
 - 3. Cheekwalls
 - 4. All surfaces and tops of Concrete Barriers and Traffic Railings
 - 5. All surfaces and tops of Concrete Barrier/Noise Walls
 - 6. All surfaces and tops of concrete Traffic Railing/Noise Walls
 - 7. Outside and bottom surfaces of exterior concrete beams
 - 8. Outside bridge deck edges (copings) and undersides of bridge deck overhangs at exterior beams
 - 9. Exposed haunches of exterior beams and girders

10. Both sides of Noisewalls (Precast) and Perimeter Walls

11. Concrete slope pavement

- ii. The existing concrete surfaces shall be cleaned prior to the application of the Class V Applied Finish Coating
- iii. Cleaning of existing concrete surfaces shall not be performed over traffic
- iv. No application of Class V Applied Finish Coating shall be performed over traffic.
- v. Class V Applied Finish Coating Federal Color: AMS-STD-595 Color 37886 (Off White)
- vi. Class V Applied Finish Coating Retaining Walls Federal Color: 595 B 16293 (Grey)).

Silicone Acrylic Concrete Sealer, per Reference Document R_36, shall be utilized for all applications of concrete coating and concrete staining stated herein.

- m. Structural Steel Coating: Structural Steel coating requirements are as follows:
 - i. All new structural steel shall be coated with a High-Performance Coating System, which shall include a clear coat as a component of the finish coat.
 - ii. All existing structural steel on bridges identified for recoating shall have the existing coating removed and replaced with a Structural Steel Coating System for Existing Bridges per Specification 975-2.4, which shall include a clear coat as a component of the finish coat.
 - iii. No application of structural steel coating shall be performed over traffic.
 - iv. No removal of structural steel coating shall be performed over traffic.
 - v. Federal Color: Federal Standard No. 595, Color number 26493.
- n. Bridge Drainage Systems: Structures with existing bridge drainage systems that are to be replaced or widened shall also have bridge drainage systems in the proposed condition. Existing bridge drainage systems that are not part of the proposed bridge drainage systems shall be removed and properly disposed of. Bridge decks and other structural components at removed bridge drainage locations shall be repaired to as-new conditions.
- o. All elements of proposed permanent drainage systems on bridges or structures shall be hidden from view.
- p. All connections to existing steel girders shall be structural bolted connections.
- q. Field welding shall not be permitted for permanent structures.
- r. Intermediate pile bents shall not be permitted.
- s. Integral abutments shall not be permitted.
- t. Use of uncoated weathering steel shall not be permitted.
- u. Lightweight Concrete:
 - i. Lightweight concrete may be used for bridge decks on existing superstructures being redecked and Index 521-427 barriers on the outside of redecked existing bridges.
 - ii. The minimum weight of lightweight concrete shall be 115 pounds per cubic foot (115 pcf).
 - iii. Lightweight concrete may not be used in substructures, retaining walls, median barriers, or any other similar structure types.

- v. Auger cast piles for bridges and structures are an approved option under the following conditions:
 - i. Auger cast piles shall be used in structural footings or end bents only.
 - ii. Auger cast piles shall conform to the Contract Documents.
 - iii. Auger cast piles are not allowed in pile bent substructures.
 - iv. Auger cast piles shall be completely buried.
 - v. Auger cast piles shall not be used in water.
 - vi. Auger cast piles shall not be used in any foundations or fender systems located in the Hillsborough River.
 - vii. Auger cast piles construction shall be in conformance with the Developmental Specifications AUGER CAST PILES Dev455ACP (latest revision), Section 9.2 Volume II DevMM9.2ACP (latest revision), STRUCTURAL PORTLAND CEMENT GROUT Dev346ACP (latest revision), and the Contract Documents.
- w. Micropiles for bridges and structures are an approved option under the following conditions:
 - i. Micropiles shall be used in structural footings or end bents only.
 - ii. Micropiles shall conform to the Contract Documents.
 - iii. Micropiles are not allowed in pile bent substructures.
 - iv. Micropiles shall be completely buried.
 - v. Micropiles shall not be used in water.
 - vi. Micropiles shall not be used in any foundations or fender systems located in the Hillsborough River.
 - vii. Micropile designs shall include sacrificial thickness loss in the permanent casing for the foundation site RFP environmental classifications.
 - viii. All micropiles shall have a continuous reinforcing bar to allow the Engineer to perform a verification load test in tension on any micropile. The continuous reinforcing bar shall extend from the pile tip to an extension above the pile top that will allow the testing apparatus to perform the tension tests or 2 feet above the pile top, whichever is higher.
 - ix. Micropile construction shall be in conformance with the Developmental Specifications MICROPILE FOUNDATIONS Dev455MP (latest revision) and the Contract Documents.
- x. Steel Piling: Steel H-piles or steel pipe piles without internal redundancy may be used at bridge sites with RFP environmental classifications of Extremely Aggressive under the following conditions:
 - i. The foundation location shall be on the land.
 - ii. The steel piles shall be completely buried.
 - iii. Soil tests at the specific bridge site shall verify the actual soil environmental conditions are slightly or moderately aggressive.
 - iv. The minimum sacrificial thickness used shall be the sacrificial thickness for extremely aggressive environments.
 - v. Steel piles shall not be used in water.
 - vi. Steel piles shall not be used in any foundations or fender systems located in the Hillsborough River.
- y. The use of geosynthetic reinforced soil (GRS) walls and abutments shall not be permitted.
- z. The use of spread footing abutments supported on MSE walls shall not be permitted.

- aa. For permanent retaining walls, partial height walls such as perched walls or toe-walls, as defined in the FDOT Structures Manual, shall not be permitted.
- bb. Conduits for lighting or utilities shall not be mounted to exposed faces of bridge elements or retaining walls.
- cc. For conduit installed to accommodate the ITS Minimum Technical Requirements, the Design-Build Firm may use Schedule 40 PVC conduit for the conduit surrounded by concrete.
- dd. Noise wall and visual barrier wall heights shall be designed and built in accordance with the “Description of Work”. Noise wall end tapers shall be provided at trailing ends of Concrete Barrier/Noise wall and Traffic Railing/Noise wall combinations. Precast Concrete Barrier/Noise walls and Traffic Railing/Noise walls shall be permitted. Precast sections must be monolithic 30 ft sections as shown in Standard 521-510 (1 of 5) Note 4. Multi-piece sections or sections <30 ft shall have crash test data and calculations submitted for review and approval prior to use. See SDG 6.7.2.C.
- ee. All proposed pier columns, including those for bridge widenings shall be designed to resist the LRFD vehicular collision force regardless of whether pier protection barriers are provided.
- ff. Existing bridge joints for all widened bridges shall be removed, the joint surfaces cleaned and replaced with a Poured Joint with Backer Rod (Index 458-110).
- gg. Existing bridges being redecked shall locate the new joints in the same location as the existing joints. All new joints shall be designed to meet the criteria within the Contract Documents and shall prevent leakage. The widened portions of redecked existing bridges shall have their joint locations, sizes, operation etc. in alignment with and compatible to the new joints for the redecked bridge.
- hh. Bridge traffic railing mounted supports for overhead sign structures shall not be permitted except at median traffic railings/barriers as shown in Index 521-001. At outside bridge traffic railing supports, overhead sign structure supports shall be mounted on pedestals behind the new/existing traffic railings or existing Parapet Type Handrails.
- ii. Traffic railing mounted supports for overhead sign structures on retaining walls shall not be permitted. Retaining wall mounted overhead sign structure supports shall be mounted on pedestals behind the new/existing traffic railings or existing Parapet Type Handrails.
- jj. All traffic railings shall be 36” single slope traffic railing (Index 521-427) or 36” median single slope traffic railing (Index 521-426).
- kk. All existing-to-remain Parapet Type Handrails on all retaining walls, bridges, on/off ramps, etc. within the Project limits shall have the existing metal railing removed and replaced in accordance with FDOT Retrofit Elliptical Tube & Post (see Attachment A_11 – Elliptical Tube Bridge Railing Retrofit). The existing anchor bolts are to be cut to 1” minimum below the existing concrete surface, the embedded nut removed, and the hole patched with an approved two-part epoxy patch material. The existing Parapet Type Handrails shall have all surfaces cleaned and coated prior to installing the Retrofit. Any damage to the coating shall be repaired after installation of the Retrofit Elliptical Tube & Post is completed.

- ll. The FDOT Index 521-509 has been identified as containing possible inaccurate estimated reinforcing steel quantities.

The Design-Build Firms are to review this FDOT Index and include in their bids all cost for labor, material, equipment, time and incidentals associated with providing the proper reinforcing steel quantities to construct the Project.

- mm. The Design-Build Firm shall develop traffic railing/concrete barrier structural designs and details for all transitions to the existing Parapet Type Handrail traffic railing and meet the following requirements:
 - i. Minimum transition length from single slope traffic railing/concrete barrier to existing shall be 10-ft.
 - ii. Traffic railing transitions shall not occur on bridges or approach slabs.
 - iii. Transition designs and details shall be submitted with the 90% Plans and Final Plans associated with the Projects first use of the transition.
- nn. Skew angles greater than 60 degrees are allowed only on bridge widenings and the skew angles may not be greater than the existing skew angles for the specific pier location. Any deviation increasing the skew angle shall be approved through the ATC process.
- oo. Verify the As-Built conditions, configurations, dimensions, and horizontal/vertical geometry of all existing bridges being widened or modified. Any deficiencies in the existing piers, substructures, abutments or foundations explicitly identified in the PD&E documents or the scope of the RFP shall be remediated and strengthened to meet the requirements of the AASHTO LRFD Design Specifications and Contract Documents at no cost to the Authority. Any other required repairs and/or retrofit not explicitly identified in the PD&E document or the scope of the RFP will be covered by Specification 4-3.2.
- pp. The Design Build Firm shall provide an Independent Peer Review conforming to FDM Section 121 for the bridges identified as Independent Peer Review Bridges. The Independent Per Review documentation shall include signed and sealed Independent Peer Review calculations conforming to FDM 121.13.2 submitted with the 100% submittal.
- qq. The maximum arm length for cantilever sign structures is sixty feet (60 ft).
- rr. Repair all bridge decks, other bridge elements, prestressed beams, diaphragms, slope protection, structural elements, and other details as outlined in the latest inspection reports Work Order Recommendations not previously addressed by the Authority. Additionally for Bridge No. 100308 (SR 618 WB over S. Himes Avenue) provide additional shear connectors in Span 2 as required and provide shear connectors in Spans 1 and 3.
- ss. The tension stress limit for checking SDG Section 2.12.1.B shall be zero psi (no tension).
- tt. Piers for widened bridges shall match the existing bridge shapes, aesthetics, finishes, etc. of the bridge being widened.
- uu. All new bridge deck on this project shall be longitudinally grooved unless otherwise approved by THEA.

K. Specifications

Authority and Department Specifications may not be modified or revised. Technical Special Provisions shall be written only for items not addressed by Authority and Department Specifications and shall not be used as a means of changing Authority and Department Specifications.

The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project, containing all applicable Division II and III Special Provisions and Supplemental Specifications from the Specifications Workbook in effect at the time the Price Proposals were due in the Authority Office, along with any approved Developmental Specifications and Technical Special Provisions, that are not part of this RFP. Any subsequent modifications to the Construction Specifications Package shall be prepared, signed and sealed as a Supplemental Specifications Package. The Specifications Package(s) shall be prepared, signed and sealed by the Design-Build Firm's Engineer of Record who has successfully completed the mandatory Specifications Package Preparations Training.

The website for completing the training is at the following URL address:

<http://www2.dot.state.fl.us/programmanagement/PackagePreparation/TrainingConsultants.aspx>

Specification Workbooks are posted on the Department's website at the following URL address: <https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Utilities/Membership/login.aspx?ReturnUrl=%2fSpecificationsPackage%2fdefault.aspx>

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

L. Shop Drawings

The Design-Build Firm shall be responsible for the preparation and approval of Shop Drawings. Shop Drawings shall be in conformance with the FDM. Shop Drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review. When required to be submitted to the Authority, Shop Drawings shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer, as appropriate. All "Approved" and "Approved as Noted" Shop Drawings submitted to the Authority for review shall also include Engineer of Record QA/QC Shop Drawing check prints along with the EOR stamped set(s). The Authority shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The Authority's procedural review of Shop Drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The Authority's review is not meant to be a complete and detailed review. Upon review of the Shop Drawing, the Authority or its designee will initial, date, and stamp the drawing "Released for Construction" or "Released for Construction as Noted".

M. Sequence of Construction

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

- 1) Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
- 2) Minimize the number of different Temporary Traffic Control Plan (TTCP) phases, i.e., number of different diversions and detours for a given traffic movement.

- 3) Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
- 4) Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
- 5) Coordinate with adjacent construction Projects and maintaining agencies.

N. Stormwater Pollution Prevention Plans (SWPPP)

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.

O. Transportation Management Plan

The Design-Build Firm must develop a Transportation Management Plan in accordance with the Department's FDOT Design Manual.

Traffic Control Analysis

This project qualifies as a "significant project" as defined in Chapter 240 of the Department's FDM.

Accordingly, the Design-Build Firm shall design a safe and effective Transportation Management Plan (TMP) to manage 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, 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 Design-Build Firm shall install Project Information Signs in coordination with the PIC.

The TMP will consist of three components:

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

The Temporary Traffic Control Plan (TTCP) shall be prepared and signed and sealed by the responsible Professional Engineer who has completed the Department's Advanced Maintenance of Traffic training course, and in accordance with the Department's Standard Plans and the FDOT Design Manual.

The TTCP shall be constructed in the fewest phases as possible.

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 XJ of this RFP document.

Existing number of travel lanes shall be maintained along the Selmon Expressway at all times, except as specified during the lane closures identified below. All temporary detours, diversions, or lane shifts shall provide at least one 12-foot wide lane, except at the TTCP for the bridge construction phasing over S. Himes Avenue two 11' lanes are required.

When a truck route is closed, the Design-Build Firm shall follow the City's approved truck routes (Attachment A004 – City of Tampa Truck Routes) for detouring traffic.

Modifications to local streets and traffic patterns will need to be clearly identified in the TTCP. 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.

The regulatory speed of 55 mph along Selmon Expressway will be uniformly maintained within the limits of the work zone for each area except for the TTCP transitions for bridge construction phasing over the following local streets:

- 1) 50 MPH (S. Himes Avenue and Mississippi Avenue) – Temporary crossover horizontal alignment during bridge construction
- 2) 40 MPH (Platt Street and Willow Avenue). – Temporary horizontal stopping sight distance during bridge construction.

Temporary Traffic Control Plans

The Design-Build Firm shall utilize the Department's Standard Plans, Index 102 series, where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed by the Design-Build Firm. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following:

- 1) typical/ cross section sheet(s)
- 2) profiles
- 3) drainage structures
- 4) temporary roadway lighting
- 5) retaining wall details
- 6) sheet piling details
- 7) general notes and construction sequence sheet(s)
- 8) typical detail sheet(s)
- 9) traffic control plan sheet(s)
- 10) curve data for all temporary alignments and
- 11) detour diagrams

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) calendar 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.

Prior to the start of any construction activities a total of four (4) Project information signs shall be erected near the beginning and end of the Project in both the eastbound and westbound directions and remain in place until the completion of the Project. Signs shall include the following information:

Pardon Our Dust
South Selmon Capacity Project
Your Toll Dollars at Work!
Tampa-Xway.com
#ConnectingCommunities

The Design-Build Firm shall prepare additional plan sheets such as detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

Prior to installation of new overhead signs, all existing overhead signing shall be maintained at all times during construction. This may require temporary overhead sign supports located in the same general location for proper spacing and driver notification.

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. When the Design-Build Firm allows work areas to encroach upon a sidewalk or crosswalk area, and a minimum clear width of 4-ft. cannot be maintained for pedestrian use, an alternative accessible pedestrian route shall be provided.

Traffic Control Restrictions

A lane may only be closed during active work periods, and during the times noted below. All lane closures, including ramp closures, must be reported to the Authority's Project Manager and Public Information Consultant a minimum of fourteen (14) calendar days prior to each closure). Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency.

There will be NO LANE CLOSURES allowed between the hours of 6:00 AM to 8:00 PM Monday through Friday, plus during special events and Holidays (see Section X.J for details), unless the Design-Build Firm can provide justification for alternative times and obtain the Authority's written approval. A lane may only be closed during active work periods. All detours and diversions shall be approved by the Authority and governing jurisdictions.

To facilitate downtown bridge construction, S. Tampa Street will be closed between E. Brorein Street and Franklin Street. Through agreement with the City of Tampa, this traffic movement will be detoured onto an eastbound E. Brorein Street contra-flow lane between S. Tampa Street and S. Franklin Street (See Reference Document: R_07.08 - Detour Routes). To facilitate this detour, traffic signals, signal timing, signing and pavement marking modifications are required. Access from S. Tampa Street to the Convention Center parking structure is to remain open during this detour. The Design-Build firm shall minimize the S. Tampa Street closure and detour duration. E. Brorein Street shall be restored to one-way (pre-construction) operation upon the re-opening of the S. Tampa Street connection to S. Franklin Street.

To facilitate bridge construction, two other locations are anticipated to require long-term closures, however per agreement with the City of Tampa, these two local roads do not require detours:

- W. Santiago Street at the intersection of S. MacDill Avenue
- W. Watrous Avenue between S. Moody Avenue and S. Howard Avenue

To facilitate bridge construction, it is anticipated that all other underpass closures will be limited to night-time, and detouring of underpasses will be required (see Reference Document R_07.08 - Detour Routes).

To facilitate roadway work along ramps, it is anticipated that night-time ramp closures and detours will be required (see Reference Document R_07.08 - Detour Routes).

In addition to the limitations on lane closures, detours, and non-working days, the Authority may direct up to five (5) days per Calendar Year throughout the entirety of the Project when no lane closures will be permitted. The Design-Build Firm will be provided no less than 24-hour notice of these events and shall be at no additional cost or time to the Authority.

Traffic pacing operations shall be performed only between the hours of 9:00 PM and 4:00 AM unless the Design-Build Firm can provide justification for alternative times.

For the Selmon Expressway widening over Franklin Street, the Hillsborough Area Regional Transit Authority (HART) has restrictions regarding work in the vicinity of the overhead catenary system (OCS) for the streetcar. Construction work windows will be limited to from 11:30 pm to 6:00 am Mondays thru Thursdays, from 2:30 am to 6:00 am on Fridays, from 2:30 am to 8:00 am on Saturdays, and from 11:30 pm Saturdays to 8:00 am on Sundays.

Additionally, the Design-Build Firm is advised that:

- HART will not allow long-term service outages or use of bus shuttles during Selmon Expressway construction due to other ongoing construction, road configuration, and lack of sidewalk ADA access.
- No work will be allowed within 8' of the live track and OCS wire.
- The streetcar's headway is 12 minutes.
- HART will shut down and restart the power to the OCS wire 30 minutes after and before their service hours.

Tampa Electric's transmission line crosses over the Selmon Expressway at S. Himes Avenue. Transmission outage is likely required for bridge widening. Below are typical outage availabilities and restrictions:

- May through September: no outages are available due to system demands
- April and October: typically only night time outages can be scheduled
- November through March: typically consecutive daytime outages can be scheduled
- When available, consecutive outages will not extend beyond weekdays. Outages will end no later than 3:00 pm on Friday afternoon and not be available before 9:00 am on Monday.
- No outages will be scheduled when high temperatures are forecasted to exceed 87 f
- No outages will be scheduled when low temperatures are forecasted below 42 f
- Outages may be cancelled at any time due to transmission system issues within and outside of Tampa Electric's control or service territory. All parties will maintain the capability to have all personnel and equipment outside of OSHA minimum approach distances within one (1) hour of notification.

P. Environmental Services/Permits/Mitigation

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible.

The Design-Build Firm is responsible for all permit fees and all permits required to complete the Work unless otherwise specifically stated in the Contract Documents. 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, and signing the permit application package including all permit modifications, or subsequent permit applications.

The Authority has obtained or is in the process of obtaining stormwater and environmental permits and approvals. The following Project specific Environmental Services/Permits have been identified as specific requirements for this Project:

- United States Coast Guard (USCG) Bridge Permit
- Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (ERP)
- Tampa Port Authority (TPA) Minor Work Permit
- United States Army Corps of Engineers (USACE) No Permit Required Letter
- Florida Department of Environmental Protection (FDEP) National Pollutant Discharge Elimination System (NPDES)

1) Contaminated Materials

The Design-Build Firm will be responsible for preparing designs and proposing construction methods that are permissible and avoid potential contamination impacts. 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.

Unless specifically identified otherwise, the design and construction of any alternate design approach identified within this RFP is not a requirement of this RFP. The Design-Build Firm is not responsible for any permitting or commenting agency coordination or other impacts to the permit processes that would be associated with any alternate design approach, unless the Design-Build Firm chooses to include the alternate design approach in its Proposal.

Q. Signing and Pavement Marking Plans

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with Authority criteria. All overhead signs shall conform to Authority, FDM, Standard Plans, and MUTCD criteria. When Authority criteria differs from FDM, Standard Plans, and MUTCD criteria, the Authority criteria shall take precedence.

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.

The Conceptual Master Signing Plan depicts certain sign panels for “Future Construction”. The Design-Build Firm shall design all sign panels identified for “Future Constructions” and shall include the design as part of the Signing and Pavement Marking Plans, with those sign panels labeled “Future Construction”. shall include the design as part of the Signing and Pavement Marking Plans, with those sign panels labeled “Future Construction”.

The Design-Build Firm shall design and construct all sign support structures and foundations, associated with the “Future Construction” sign panels, to account for the larger sign panels required for “Future Construction”. The Design-Build Firm will not be responsible for supplying and constructing, as part of”. The Design-Build Firm will not be responsible for supplying and constructing, as part of this project, sign panels identified for “Future Construction”.

All pavement markings on concrete surfaces shall include black contrast markings for temporary and permanent applications, except for solid edge line markings. Permanent tape including black contrast markings shall be used on all bridge and concrete pavement surfaces. All other final pavement marking materials shall conform to FDM.

Pavement markings plans shall be developed for all areas with new pavement within the Selmon Expressway mainline and ramp project limits. Pavement markings plans shall also be developed for the five signalized intersections within the project limits and all cross-street improvements.

Route shield pavement marking symbols with cardinal direction word markings shall be provided as needed.

The westbound movement of Cleveland Street and Willow Avenue shall have a bicycle box per FDM.

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 panels, 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 overhead sign panels require reflective sheeting or luminaires.

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. If the Design-Build Firm finds that such placement of signs must encroach the clear zone, a Design Variation or Design Exception shall be submitted. The Authority is not under any obligation to approve such Variations or Exceptions. The Design-Build Firm shall not proceed with dependent project tasks until or unless the Variation or Exception is approved.

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 signage within the Project limits. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

All sign structures shall be mono-tube consistent with the West Selmon Extension project.

R. Lighting Plans

The Design-Build Firm shall provide a lighting design and a lighting analysis and prepare lighting plans in accordance with Authority criteria.

The lighting shall be consistent with the requirements specified in this RFP. Lighting levels matching the existing or permanent conditions shall be maintained at all times during construction.

Mainline and HRB Lighting

1) Roadway Lighting

Provide conventional roadway lighting in accordance with FDM criteria along the Selmon mainline and ramps within the project limits. Light poles currently mounted along the sections with median barrier wall were constructed with the recently finished THEA Safety Project. Light pole spacing was calculated on that project with the intent of the South Selmon Capacity Project constructing the remainder of the corridor with similar luminaires and pole heights. Any proposed luminaires shall have a color temperature of 3000K and light shields to reduce the lighting glare to surrounding neighborhoods. The light fixtures from the THEA Safety Project shall be replaced with 3000K color temperature fixtures with front light shields, without replacing the poles. Proposed fixtures shall be Model BLX-4-T3-128LC-7-3K-UNV or equivalent. Equivalent luminaires will require approval from the Authority. All other lighting within the project limits will be impacted by the widening and shall be removed and replaced. Conventional lighting shall be LED with consideration given to limiting the amount of light that spreads to the adjacent neighbors.

2) Hillsborough River Bridge (HRB)

The HRB includes existing black can lights on the piers and under deck which illuminate the ground plane. Expand these fixtures into the widening area. New luminaires shall be the same or updated model of the existing luminaires. If the same or updated model luminaires are not available, the new luminaires shall have similar or better specifications and functions to the existing luminaires. Also, see City of Tampa scope and requirements for West Riverwalk lighting (Attachment A_12-West Riverwalk Plan and Construction Criteria).

The HRB includes existing aesthetic RGB up-lights and wash fixtures. If the Design-Build Firm cannot utilize the existing RGB bridge wash-lighting, they shall replace them with similar fixtures matching both luminosity and control capabilities. Existing aesthetic lighting information is included in Reference Document R_19-Hills_River_Bridge_Exist_Aesthetic_Lighting_Info.

See Navigation Lighting, Section XII.J.2.i herein.

Underpasses

1) Roadway Lighting

Provide underdeck roadway lighting in accordance with FDM criteria in all bridge spans crossing roadways. The underdeck light shall be LED. The underdeck lighting fixtures shall be in accordance with the FDOT APL and or meet current BABA criteria and shall be used consistently or shall be consistent with adjacent sections of the Selmon Expressway as directed by the Authority. The under-deck areas shall be illuminated to a minimum of 3.5-foot candles with under 10:1 maximum-to-minimum illuminance uniformity ratio and a 4000k color for enhanced pedestrian lighting.

2) Aesthetic Lighting

For local roadway underpasses, the vertical bridge abutments will include LED aesthetic downlight wash fixtures to uniformly illuminate the striated sections to a minimum of 10- foot candles at 5000k color temperature. At a minimum, all aesthetic lighting will be remote control LED fixtures with glass optic lenses, a NEMA/UL Type 6 rating and a lifetime rating of L70B10.

Signature Aesthetic Features at HRB

The signature aesthetic features at the Hillsborough River Bridge (HRB) will also include lighting. The mesh area on the structural Sail element will include internal RGB LED illumination with a minimum of 6000 lumens as measured at the surface of mesh sheathing. This light will be projected uniformly with no hot spots or shadow areas. The remaining white metal portion of the sail will be externally illuminated with LED lights providing 5-foot candles as measured uniformly across the surface of the structure at a temperature color of 5000k. The Flag Buttons will include internal RGB LED illumination with a minimum of 4000 lumens as measured at the surface of mesh sheathing. This light will be projected uniformly with no hot spots or shadow areas. The flag faces will be externally illuminated to a minimum of 10-foot candles at a 5000k color temperature. The aesthetic lighting will be remotely controlled, fully programmable and powered by a separate circuit.

S. Signalization and Intelligent Transportation System Plans

General

The Design-Build Firm shall prepare Signalization and Intelligent Transportation Plans in accordance with governing regulations outlined in the RFP including the attached THEA ITS Minimum Technical Requirements. A Conceptual Signalization and Intelligent Transportation System Plan has been provided in the Reference Documents.

The Design-Build Firm shall be responsible for all Signalization construction services relating to the Project as required in this RFP, at a minimum.

All Signalization work shall be coordinated with City of Tampa and the Authority. All signalization equipment shall be compatible and interchangeable with existing infrastructure and comply with all City of

Tampa and the Authority design requirements. The Design-Build Firm is responsible to coordinate with TECO Distribution for proposed service points. The Design-Build Firm shall include all associated costs in their Price Proposal.

Provide pedestrian push buttons and count-down signal heads at all pedestrian crossings at signalized intersections that are compatible with the City of Tampa's signal system.

All signal structures shall be mast arms. No steel or concrete strain poles shall be permitted.

The Design-Build Firm shall develop signalization plans for the intersections listed in Section XI.F Detailed Scope section.

The signal phasing in the initial condition at signalized intersection shall conform to the Signal Phasing Plan provided in the Signalization Concept Plan (Reference Document R_07.05).

The Design-Build Firm shall prepare Intelligent Transportation Plans in accordance with Authority criteria and include the minimum number of devices included in Section XI.F Detailed Scope section. The Design-Build Firm shall obtain, meet, and/or exceed all Governing Regulations apart of this RFP. THEA's ITS Minimum Technical Requirements (MTR) for the proposed ITS system are provided with the Reference Document R_07.03. Unless specifically noted otherwise in this RFP, the Design-Build Firm shall adhere to the MTR as the highest level of the hierarchy, followed by the FDOT standards and specifications for all activities involving ITS.

Provide ITS devices that supported by Authority ATMS software or the current version of the Authority ATMS software at the time of ITS device integration and testing.

The Design-Build Firm shall ensure that all proposed ITS devices are on the FDOT's Approved Product List (APL). Provide grounding, lighting, and surge protection for all ITS devices and cabinets in accordance with the Governing Regulations.

Provide test results for all ITS devices, fiber optic cabling and infrastructure and communications network equipment signed by the Authority's CEI, Design-Build Firm, and the Authority's ITS Representative.

The Design-Build Firm shall prepare design plans and provide necessary documentation for the procurement and installation of the Signalization and Intelligent Transportation System devices as well as overall system construction and integration. The construction plan sheets shall be in accordance with Authority requirements and include, but not be limited to:

Project Layout / Overview sheets outlying the locations of field elements

Detail sheets on:

- Dynamic Message Sign (DMS) structure, DMS attachment, DMS display/layout
- Closed Circuit Television (CCTV) structure, CCTV attachment, CCTV operation/layout
- Microwave Vehicle Detection System (MVDS) structure, MVDS attachment, MVDS operation/layout
- Wrong Way Vehicle Detection System (WWVDS), WWVDS structure, WWVDS attachment, WWVDS operation/layout
- Roadside Unit (RSU) attachment, RSU operation/layout
- Video Analytics (VA) attachment / VA operation/layout
- Fiber optic splice and conduit
- Power Service Distribution
- Wiring and connection details

Conduit, pull box, and vault installation
Communication Hub and Field Cabinets
System-level block diagrams
Device-level block diagrams
Field hub/router cabinet configuration details
Fiber optic Splicing Diagrams
System configuration/Wiring diagram/Equipment Interface for field equipment at individual locations and communications hubs.
Power Design Analysis Report (PDAR) for ITS devices
Maintenance of Communication (MOC) and Method of Procedure (MOP)

The Design-Build Firm shall detail existing Signalization and Intelligent Transportation System equipment and report which devices will be removed, replaced, or impacted by project work.

Design and Engineering Services

The Design-Build Firm shall be responsible for all Signalization and 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:

- 1) Replacement of any ITS System components that are impacted by the Design-Build Firm's scope of work as approved by the Authority. All equipment shall be new unless otherwise specified.
- 2) DMS – Includes sign support structures, static signs, and mounting brackets for lane control, lane status, toll amount, travel time and full size DMS.
- 3) CCTV – Includes concrete poles, camera lowering devices and mountings to provide 100% CCTV coverage of the project corridor. In addition, DMS shall have a dedicated verification CCTV.
- 4) MVDS – Includes MVDS, concrete poles and mountings to detect all lanes including the ramps along the project corridor. MVDS devices shall be spaced such that traffic in both directions are picked up at ½ mile intervals.
- 5) WWVDS – Includes WWVDS highlighted signs, static signs, cameras, in-roadway light assemblies, sensors, and mountings to detect and notify drivers in the wrong direction that their vehicles are entering an exit ramp.
- 6) RSU – Includes RSU units and mounting to incorporate future connected vehicle communication and Bluetooth traffic volume/speed measurement technologies.
- 7) Video Analytics camera – Includes camera and mounting for pedestrian detection and functions in conjunction with the associated RSU.
- 8) Removal of any ITS System components that are impacted by the Design-Build Firms scope of work as approved by the Authority.
- 9) A Wrong Way Vehicle Detection System (WWVDS) shall be deployed at all off-ramps within the project corridor. WWVDS shall be in accordance with FDOT's Standard Index and shall meet the requirements of Section 995 of the FDOT Road and Bridge Specifications and be listed in FDOT's Approved Product List (APL).
- 10) Testing of fiber optic backbone and lateral drops furnished and installed or modified by the Design-Build Firm.
- 11) Testing the entire ITS system within the project area to ensure the existing/modified system is fully

functional and seamlessly integrated with the existing ITS along Selmon Expressway.

- 12) A Portable Work-zone Camera System which shall provide full camera coverage of the Project area throughout construction. The Portable Work-zone Camera System shall consist of CCTV cameras installed on telescoping masts mounted on trailer assemblies meeting the requirements of FDOT Standard Specifications for Road and Bridge Construction – Section 990 and 996, FDOT Standard Plans for Road Construction – Index 102, and the Manual on Uniform Traffic Control Devices (MUTCD). The system shall include cellular communications from the edge computers on the trailer to a workstation provided by the Design-Build Firm to be installed at THEA’s Traffic Management Center, by the Design-Build Firm. Each trailer assembly shall include a rigidly mounted telescoping mast capable of extending cameras a minimum height of eighteen (18) feet above the ground. The telescoping mast shall retract to a maximum height no greater than ten (10) feet above the ground using a manually controlled winch and shall be capable of 360-degree rotation. The Design-Build Firm shall provide trailer assemblies with one weather, dust, and vandal resistant, lockable equipment enclosure of either aluminum or polycarbonate construction meeting NEMA 3R requirements. Ensure all cabling entrances into the equipment enclosure are water-tight with gland fitting cabling connectors, or equivalent. The Design-Build Firm shall provide a minimum of two (2) CCTV cameras with pan-tilt-zoom capabilities on each trailer mast with cameras meeting the requirements for FDOT Standard Specifications for Road and Bridge Construction, Section 996, and shall be on the FDOT Approved Products List (APL).
- 13) The Design-Build Firm shall be responsible for providing timely technical support response for the Portable Work-zone Camera System. Calls to the Design-Build Firm technical support made by the Authority, the Department, or their representative(s) shall be returned within 24 hours. The Design-Build Firm shall be available and capable of providing remote support within 48 hours to immediately resolve issues or develop a mitigation strategy, including accessing field devices remotely (e.g., VPN).
- 14) The Design-Build Firm shall be responsible for paying for all cellular service charges and shall be responsible for maintaining the Portable Work-zone Camera System from the start of construction until Final Acceptance of the Project. THEA shall own the Portable Work-zone Management System at the completion of the Project. At Final Acceptance of the Project, the Design-Build Firm shall verify the full functionality of the Portable Work-zone Camera System to THEA. Any failures in the system shall be resolved by the Design-Build Firm to the satisfaction of THEA.

Power Coordination – Evaluate existing power services and determine the necessary modifications required to accommodate all new ITS devices and infrastructure. This includes, but is not limited to:

- 1) Utility coordination with local power companies.
- 2) Developing voltage drop calculations to determine correct wire gauge and transformer size to effectively power all new equipment at 125% of specified equipment draw.
- 3) Determining the most efficient and effective way to modify each power service.
- 4) Utilizing the National Electrical Code (NEC) and National Electrical Safety Code (NESC) at all times, during construction of underground, and overhead electrical power services; and
- 5) Developing electrical wiring diagrams necessary to successfully implement the intent of the project.
- 6) Connection to Existing Electrical Systems – The Design-Build Firm shall calculate voltage, design, and install connections to existing electrical services, to the extent possible, at the existing ITS field element electrical systems. The Design-Build Firm shall modify the power distribution, as necessary. The new circuit shall utilize an existing spare branch circuit breaker. If no spare breaker is available, then a new branch circuit breaker shall be provided. At a minimum, all affected ITS field cabinets shall be calculated for 125% over electrical draw.

a. General Requirements

- Design, furnish, construct, install, integrate and test an electrical power distribution system within the Authority Right-of-Way consisting of underground power conduits and conductors, transformers, and UPSs, remote resettable PDUs and all associated equipment and wiring.
- All Electrical equipment and installation must conform to the current edition of Underwriters' Laboratories (UL), National Electrical Code (NEC), Electronic Industries Alliance (EIA), American Society for Testing and Materials (ASTM), American National Standards Institute, Inc. (ANSI), and Institute of Electrical and Electronics Engineers (IEEE) requirements as applicable.
- The Design-Build Firm shall design, furnish, construct, install, integrate and test, Remote Power Management Unit (RPMU), Power Transformers, Uninterruptible Power Supply (UPS) units, grounding, lighting, and surge protection in accordance with the Authority's ITS Minimum Technical Requirements for ITS and the FDOT Standard Specifications. The Design-Build Firm shall provide labels.

Construction and Integration Services:

The Design-Build Firm shall be responsible for all Signalization and ITS construction and integration services relating to the Project.

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's Project Manager. The Design-Build Firm shall conduct all tests in the presence of the Authority's Project Manager or designated representative. Testing shall be completed as identified in the Authority Minimum Technical Requirements for ITS document.

Existing Conditions

This section is intended to provide a general overview of the existing conditions of the Authority's ITS System and its components such as the fiber optic network (FON) communications infrastructure within the project limits. In addition, the Design-Build Firm shall refer to the ITS As-Built Plans provided with this RFP as Reference Documents for additional information and shall be responsible for field verifying all existing site conditions within the project limits.

The ITS components shall be defined as follows:

- 1) Closed Circuit Television (CCTV) Camera System: The CCTV Camera System consists of pan-tilt-zoom (PTZ) cameras along the corridor that are typically spaced at one (1) mile intervals. The CCTV cameras are used by Authority staff for incident management and traffic monitoring. The cameras are integrated and communicate with Local Hubs along the corridor via the single mode FOC communications backbone installed along the corridor.
- 2) Fiber Optic Network (FON): The FON infrastructure provides communications for ITS and Tolls components. The FON is composed of the FOC communications backbone, lateral connections and communications equipment including but not limited to field and HUB Ethernet switches, port servers, routers, fiber patch panels installed at the various ITS device(s) serving as a local HUB.
- 3) For clarification purposes, any reference in this RFP to the mainline fiber optic backbone that is installed along the corridor shall be defined as the "backbone". The fiber optic cable between the

backbone and a building (ramp and mainline locations) shall be defined as the “Tolls lateral”. The fiber optic cable between the backbone and ITS components shall be defined as the “ITS lateral”.

T. Aesthetics

Unless otherwise approved by the Authority, design of aesthetic elements are to be in general visual conformance and consistent with the features depicted in the SSCP Aesthetic Guidelines Document and adhere to the following criteria:

All components of the aesthetic features will be constructed of materials capable of withstanding a marine environment. All components will be corrosion resistant, and structurally capable of withstanding wind forces associated with this location.

Signature Features at the Hillsborough River Bridge

The ground mounted ‘masts’ will be structural concrete with a Class V Applied Finish Coating AMS-STD 26307 (Grey) with a 2” inset color AMS-STD 27925 (Insignia White). The foundations will be designed as deep footings limiting impacts to surface features. Reference the Roadway Plan Drawings for the approximate location of the masts.

The decorative sails will be constructed of structural framing with a perforated metal sheathing, hole size 3/8” round and a 30% open area. The perforated sheathing will be painted or powder-coated with Color: AMS-STD-595 Color 27925 (Insignia White). The perforated sheathing is intended to reduce the wind forces on the structure. If the Design-Build Team determines that a solid sheathing can be utilized they may make this substitution.

The sails will include a triangular panel on both sides consisting of wire mesh, Stainless Steel, Type 304, Woven - Plain Weave, 4 x 4 Mesh (Square), 0.1870" x 0.1870" Opening (Square), 0.063" Thick (16 Gauge) Wire Diameter, 56% Open Area. The mesh may remain mill finish (no coloring) and affixed to the sail with mechanical fastenings to allow for access to the internal lighting components.

The mesh area will be internally illuminated with a fully programmable RGB LED light system. This system will be on a separate circuit. The internal illumination of this area must be contained within the triangular shape. The lighting will be uniform across the entire surface of the triangle to present a uniform ‘glow’. There will be no hot spots or shadow areas. The remaining white metal portion of the sail will be externally illuminated. (refer to section XI R Lighting Plans for the luminosity of these elements)

The cable-stay aesthetic features will be 6” in diameter and powder coated Color: AMS-STD-595 Color 27925 (Insignia White).

The cable-stays will terminate at a series of decorative ‘buttons’. The buttons will be secured at the existing pier caps by means of a structural armature which will sandwich the pier caps. The decorative buttons will be constructed with a metal frame supporting metal sheathing. The frame and sheathing on the roadway facing side will be opaque and powder coated with: AMS-STD-595 Color 25056 (Blue).

The water-facing sheathing will consist of type 304 stainless steel mesh, 0.1870" x 0.1870" Opening (Square), 0.063" Thick (16 Gauge) Wire Diameter, 56% Open Area. The mesh may remain mill finish (no coloring) and affixed to the button with mechanical fastenings to allow for access to the internal lighting components. The interior of the buttons will be powder coated or painted with a two-part urethane paint color AMS-STD 27925 (Insignia White) for maximum reflectability.

The ‘buttons’ will include a decorative signal flag spelling the word TAMPA per The International Code of Signals. . The flags will be attached to the center of the button (Refer to The Aesthetic Guidelines Document diagrams) The color coating will be highly serviceable, UV-resistant powder coating or two-part polyurethane paint.

The buttons will be internally illuminated so as to provide a soft glow behind the flags. (refer to section XI R Lighting Plans for the luminosity of these elements)

Noise Walls

All new noise walls will include a decorative form liner pattern on both sides in accordance with the SSCP Aesthetic Guidelines Document. Noise walls will be stained as follows: The roadway -facing side will be stained AMS-STD 595 color: 27886 (White 506). The community-facing side will be stained with a combination of AMS-STD 595 color: 27886 (White 506) and red brick in accordance with the Hyde Park Historic Guidelines.

Cleaning and Coating:

Bridge abutment walls, retaining walls, piers, pier caps, girders (including interior) and parapets shall be power-washed. Piers, pier caps, girders (excluding interior girders) and parapets shall be stained AMS-STD-595 Color 27886 (White 506). Bridge abutment walls and retaining walls shall stained AMS-STD 595 color: 26187 (Gray). The existing abutment wall panel with vertical striations shall be stained AMS-STD 595 color: 27925 (Insignia White).

All paved surfaces (i.e. sidewalks, slope paving, etc.) at the underpasses shall be power-washed. Slope paving shall be stained AMS-STD-595 Color: 27886 (White 506).

Federal Standard color designations have been replaced by the Aerospace Materials Specifications Standard 595A. The color choices referenced herein are intended to match the Federal Standard colors which were utilized in the Selmon West project. The Design-Build Firm will be required to match the new criteria (Aerospace Materials Specifications Standard 595A) to the Selmon West project. The Design-Build Firm will be required to submit 1 square foot samples of each color for approval by the Authority.

Silicone Acrylic Concrete Sealer, per Reference Document R_36, shall be utilized for all applications of concrete coating and concrete staining stated herein.

Underpass Ground Plane

Underpass areas shall be cleared and leveled. The areas back of sidewalk to the abutment will be surfaced with a geotextile fabric and 3-inch deep layer of small, washed crushed shell (1/2” maximum). A concrete landscape border curb shall be installed along the back of sidewalk to contain the shell and limit its spread onto the sidewalk. Unless otherwise agreed to by the Authority, sidewalk enhancements shall be consistent with the Aesthetic Guidelines Document and as detailed on the Roadway Concept Plans (Reference Document R_07.01).

See Lighting Section herein for enhanced lighting of underpasses.

Fencing

The Design-Build Firm will be required to remove the 8-ft temporary fence after completion of the work, or as required to install any permanent work near the Right of Way (R/W). All existing R/W fencing within

the project limits should be replaced with permanent urban limited access R/W fencing installed as per FDOT standards with the following exceptions:

- 1) No limited access R/W fence will be installed between the CSX Railroad and the Selmon Expressway where they are parallel when the proposed wall height does not require fencing.
- 2) No limited access R/W fence will be installed where there are existing retaining walls or proposed noise walls installed near the R/W unless there is a minimum of 10-ft distance to allow maintenance between the fence and wall.
- 3) Where existing fencing is black vinyl coated it will be replaced with black vinyl coated fencing.
- 4) Within the vicinity of the Hyde Park Historic District, black metal fence (to match what was installed by the City of Tampa at the Mayor's Pond- Rome and W. Swann Avenues, see Attachment A_019 – Swann Pond Fence Sheets) will be installed at the limited access R/W line at all locations on the east and south side of the Selmon Expressway from S. Howard Avenue east to Bayshore Boulevard, and on the north side of the Selmon Expressway from the CSX Railroad tracks just west of Willow Avenue east to Bayshore Boulevard.

U. Tolling Requirements

The existing toll system is being maintained by the Authority. Throughout the Project, the Design-Build Firm shall coordinate any issues or concerns with the existing system to the Authority. The Design-Build Firm shall also coordinate with the Authority regarding, installation, testing and commissioning the new toll equipment at all new toll equipment sites. The toll equipment contractor (TEC) shall be provided a minimum of 60-day notice and be commissioned to the project no earlier than February 1, 2027. The responsibilities of the Design-Build Firm to coordinate with toll equipment installation contractor are provided in the Authority's GTR Document. The TEC must have 21 consecutive working days per mainline direction of travel or ramp movement of exclusive and uninterrupted access to the toll site approach and departure roadway and all other site associated infrastructure to install and test the TEC provided toll equipment. The 21 consecutive working day period previously described must not include weekends, Holidays, Special THEA General Tolling Requirements (GTR) Events, and work period shut-downs prescribed by all applicable documents.

Where new toll sites are required due to the capacity expansion of the Selmon Expressway or other project-related work, the Design-Build Firm shall furnish and install tolling infrastructure per the Authority's GTR (General Tolling Requirements). However, the Design-Build Firm shall deviate from the GTR for the mainline toll gantries. The Authority desires that the mainline toll gantries retain the aesthetic theme of the Selmon West Extension (SWE) through the use of aesthetic concrete columns for the mainline gantry vertical supports. All other GTR requirements shall be maintained at these gantries. All toll site infrastructure shall be located within the Authority right-of-way.

The Authority's GTR includes toll gantry structural, geotechnical, electrical, mechanical, communication and supplemental pavement design criteria specific to each of the tolling facility requirements. The Design Build Firm shall refer to the Authority's GTR for the design criteria and construction requirements needed for a complete and fully operational tolling point.

Design a normal and standby generator power distribution system for all toll sites. The Design-Build Firm shall also provide an external connection for a portable generator to support each toll site. Field verify existing THEA toll sites portable generator connections. Provide connections at the new toll sites that are compatible with the existing infrastructure. Include all necessary surge suppression to protect against transient voltage from lightning events or utility power surge.

The mainline toll gantry site as depicted in the Roadway Concept Plans creates deviations from the Authority's GTR for toll loop cable distance and merge/diverge/auxiliary lane areas located within 400' of the gantry centerline, which are acceptable to the Authority.

V. BIM/CADD Deliverables

BIM/CADD files shall be delivered as per the 2024 FDOT CADD Manual- FDOTConnect and FDOTC3D in addition to PDF plan sets for each design submittal, and as part of the As-Built Set deliverables, field conditions shall be incorporated into all BIM/CADD files for delivery as the as-built Asset Information Model (AIM).

The Authority's South Selmon Expressway Lidar Survey of existing conditions is being provided as an Attachment Document to the Proposers. This survey has been verified and may be used in developing the required BIM/CADD deliverable. It is expected that the successful firm will develop a BIM/CADD design which covers as a minimum the existing and proposed elements as shown in the Attachment A_008 – Model_Element_Break_Down_(MEB)_worksheet.xlsx,



TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
SOUTH SELMON CAPACITY PROJECT
PRICE PROPOSAL BID BLANK
DESIGN BUILD MAJOR

MODIFIED FORM 375-020-17
CONTRACTS ADMINISTRATION
THEA - 11/24

Let by: Tampa-Hillsborough County Expressway Authority

(Name of Bidder. Note: Void if used by any bidder other than one this Form issued to)

TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA) PROJECT NO.: O-2225

THEA CONTRACT NO.: O-2225

TOTAL LUMP SUM CONTRACT AMOUNT: \$ _____

% Small Business Enterprise Proposed: _____

The Bidder's Proposal must meet the requirements and design and construction criteria as stated in the THEA Design-Build RFP O-2225 for the South Selmon Capacity Project. Materially unbalanced Bids are subject to rejection.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
		<input type="checkbox"/>	<input type="checkbox"/>					\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	<input type="checkbox"/>				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Total percentage of Prime and Subs committed: _____% (should be 100% when submitted)

Total percentage of DBE/SBE committed: _____%

The percentage column must total 100% for the Prime and all subs.

Sign: _____

By: _____

Title: _____

Date: _____

South Selmon Capacity Project
 Project No. : O-2225

Schedule of Values (SOV)

Name of Bidder:

SOV ITEM #	ITEM DESCRIPTION	UNIT	BID		
			QUANTITY	UNIT PRICE	TOTAL
ENGINEERING SERVICES					
1	ROADWAY				
1.1	Roadway	LS	1.00	\$	-
1.2	Clearing & grubbing/Erosion control	LS	1.00	\$	-
1.3	Temporary Traffic Control	LS	1.00	\$	-
2	DRAINAGE				
2.1	Stormwater Conveyance	LS	1.00	\$	-
2.2	Stormwater Ponds	LS	1.00	\$	-
2.3	Underground Stormwater Chambers	LS	1.00	\$	-
3	LIGHTING				
3.1	Temporary Lighting	LS	1.00	\$	-
3.2	Permanent Lighting	LS	1.00	\$	-
4	ITS	LS	1.00	\$	-
5	TOLLING	LS	1.00	\$	-
6	SIGNALIZATION	LS	1.00	\$	-
7	SIGNING AND PAVEMENT MARKING	LS	1.00	\$	-
8	HARDSCAPE & AESTHETICS				
8.1	Hardscape & Aesthetics	LS	1.00	\$	-
8.2	Cleaning & Coating	LS	1.00	\$	-
8.3	Hillsborough River Bridge Signature Aesthetic Features	LS	1.00	\$	-
8.4	West Riverwalk Coordination	LS	1.00	\$	-
9	STRUCTURES				
9.1	Bridge 100308 (Himes Avenue)	LS	1.00	\$	-
9.2	Bridge 100309 (Himes Avenue)	LS	1.00	\$	-
9.3	Bridge 100310 (Euclid Avenue)	LS	1.00	\$	-
9.4	Bridge 100311 (Euclid Avenue)	LS	1.00	\$	-
9.5	Bridge 100312 (El Prado Boulevard)	LS	1.00	\$	-
9.6	Bridge 100313 (El Prado Boulevard)	LS	1.00	\$	-
9.7	Bridge 100314 (MacDill Avenue/Bay to Bay Boulevard)	LS	1.00	\$	-
9.8	Bridge 100315 (MacDill Avenue/Bay to Bay Boulevard)	LS	1.00	\$	-
9.9	Bridge 100316 (Mississippi Avenue)	LS	1.00	\$	-
9.10	Bridge 100317 (Mississippi Avenue)	LS	1.00	\$	-
9.11	Bridge 100318 (Howard Avenue/Watrous Avenue)	LS	1.00	\$	-
9.12	Bridge 100319 (Howard Avenue/Watrous Avenue)	LS	1.00	\$	-
9.13	Bridge 100320 (Morrison Avenue)	LS	1.00	\$	-
9.14	Bridge 100321 (Morrison Avenue)	LS	1.00	\$	-
9.15	Bridge 100322 (Swann Avenue)	LS	1.00	\$	-
9.16	Bridge 100323 (Swann Avenue)	LS	1.00	\$	-
9.17	Bridge 100324 (Platt Street)	LS	1.00	\$	-
9.18	Bridge 100325 (Platt Street)	LS	1.00	\$	-
9.19	Bridge 100326 (Willow Avenue)	LS	1.00	\$	-
9.20	Bridge 100327 (Willow Avenue)	LS	1.00	\$	-
9.21	Bridge 100328 (South Boulevard)	LS	1.00	\$	-
9.22	Bridge 100329 (South Boulevard)	LS	1.00	\$	-
9.23	Bridge 100330 (Hyde Park Avenue)	LS	1.00	\$	-
9.24	Bridge 100331 (Hyde Park Avenue)	LS	1.00	\$	-
9.25	Bridge 100332 (Hillsborough River)	LS	1.00	\$	-
9.26	Bridge 100333 (Hillsborough River)	LS	1.00	\$	-
9.27	Category 2 Bridges - Independent Peer reviews	LS	1.00	\$	-
9.28	Retaining Walls	LS	1.00	\$	-
9.29	Miscellaneous Structures	LS	1.00	\$	-
9.30	Temporary Structures	LS	1.00	\$	-
10	GEOTECHNICAL INVESTIGATION				
10.1	Bridges	LS	1.00	\$	-
10.2	Walls	LS	1.00	\$	-
10.3	Roadway/ponds	LS	1.00	\$	-
11	DESIGN SURVEY	LS	1.00	\$	-
12	UTILITY COORDINATION & SJE	LS	1.00	\$	-
13	CSX RR COORDINATION	LS	1.00	\$	-
14	BIM				
14.1	Civil	LS	1.00	\$	-
14.2	Structure	LS	1.00	\$	-
15	POST DESIGN AND AS-BUILTS	LS	1.00	\$	-
CONSTRUCTION					
MOBILIZATION					
16	MOBILIZATION	LS	1.00	\$	-
MAINTENANCE OF TRAFFIC					
17	MAINTENANCE OF TRAFFIC	LS	1.00	\$	-
18	SMART WORK ZONE	LS	1.00	\$	-

SOV ITEM #	ITEM DESCRIPTION	UNIT	BID		
			QUANTITY	UNIT PRICE	TOTAL
EROSION CONTROL					
19	EROSION CONTROL	LS	1.00	\$	-
CLEARING & GRUBBING					
20	CLEARING & GRUBBING	LS	1.00	\$	-
DEMOLITION WORKS					
21	REMOVAL OF EXISTING STRUCTURES	LS	1.00	\$	-
22	REMOVE EXISTING CONCRETE	LS	1.00	\$	-
EARTHWORKS					
23	REGULAR EXCAVATION	CY	-	\$	-
24	EMBANKMENT	CY	-	\$	-
25	TYPE B STABILIZATION	SY	-	\$	-
26	OBG 6	SY	-	\$	-
27	OBG 10	SY	-	\$	-
ASPHALT PAVING					
28	MILL EXIST ASPHALT	SY	-	\$	-
29	SUPERPAVE ASPHALT	TN	-	\$	-
30	FRICTION COURSE, TL-C, FC-12.5 (PG 76-22)	TN	-	\$	-
31	MISCELLANEOUS ASPHALT PAVEMENT	TN	-	\$	-
CONCRETE PAVING					
32	CLEAN & COAT CONCRETE SURFACE	SF	-	\$	-
33	CLEANING CONCRETE SURFACE	SF	-	\$	-
34	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 4"	SY	-	\$	-
34	CONCRETE SLOPE PAVEMENT, NON REINFORCED, 4"	SY	-	\$	-
FLATWORK & CURB					
35	CONCRETE CURB & GUTTER, TYPE F	LF	-	\$	-
36	CONCRETE CURB, TYPE B	LF	-	\$	-
37	TRAFFIC SEPARATOR	LF	-	\$	-
38	GRANITE CURB	LF	-	\$	-
39	SIDEWALK / DRIVEWAYS	SY	-	\$	-
40	PATTERNED CONCRETE	SY	-	\$	-
41	PAVERS, ARCHITECTURAL, SIDEWALK	SY	-	\$	-
42	CRUSHED SHELL COVER	SY	-	\$	-
43	REINFORCED CONCRETE SIDEWALK, 6" (West Riverwalk)	SY	-	\$	-
BARRIERS/WALLS					
44	MEDIAN CONC BARRIER	LF	-	\$	-
45	MEDIAN CONC, SHORT GRADE SEPARATION	LF	-	\$	-
46	TRAFFIC BARRIER W/JCT SLAB	LF	-	\$	-
47	TRAFFIC BARRIER W/JCT SLAB, 8' NOISE WALL	LF	-	\$	-
48	SHOULDER BARRIER WALL, 8' NOISE WALL	LF	-	\$	-
49	SHOULDER BARRIER WALL, 14' NOISE WALL	LF	-	\$	-
50	NOISE WALL INCLUDING FOUNDATION - GROUND MOUNTED, 22'	SF	-	\$	-
TURF & FENCING					
51	TEMPORARY FENCE	LF	-	\$	-
52	PERMANENT FENCE	LF	-	\$	-
53	PERFORMANCE TURF	SY	-	\$	-
DRAINAGE					
54	DRAINAGE STRUCTURES	EA	-	\$	-
55	15" - 30" DRAINAGE PIPE	LF	-	\$	-
56	36" - 42" DRAINAGE PIPE	LF	-	\$	-
57	JACK & BORE/TUNELLING	LF	-	\$	-
58	DESILT & VIDEO EXISTING PIPE	LF	-	\$	-
59	PIPE LINING	LF	-	\$	-
60	FLOWABLE FILL	CY	-	\$	-
INSPECTION & MONITORING					
61	INSPECT EXISTING STRUCTURES	LS	1.00	\$	-
62	MONITOR EXISTING STRUCTURES	LS	1.00	\$	-
PAINTING & COATING					
63	CLEANING & COATING - BRIDGES	SF	-	\$	-
64	CLEANING & COATING - WALLS/BARRIERS	SF	-	\$	-
65	COATING EXISTING STRUCTURAL STEEL	SF	-	\$	-
STRUCTURAL STEEL					
66	STRUCTURAL STEEL - BRIDGE II	LS	1.00	\$	-
67	BEARING ASSEMBLIES	EA	-	\$	-
CONCRETE STRUCTURES					
68	CLASS II CONCRETE, SUPERSTRUCTURE	CY	-	\$	-
69	CLASS II CONCRETE, APPROACH SLABS	CY	-	\$	-
70	BRIDGE DECK GROOVING	SY	-	\$	-
71	COMPOSITE NEOPRENE PADS	CF	-	\$	-
72	PRESTRESSED BEAM	LF	-	\$	-
73	BRIDGE DECK EXPANSION JOINT, NEW CONSTRUCTION- F&I	LF	-	\$	-
74	CONCRETE CLASS IV, BRIDGE SUBSTRUCTURE	CY	-	\$	-
75	CONCRETE CLASS IV, MASS, SUBSTRUCTURE	CY	-	\$	-
76	CONCRETE CLASS NS, GRAVITY WALL	CY	-	\$	-
77	EXPANSION JOINTS	LF	-	\$	-
FOUNDATION WORKS					
78	STEEL PILING, HP	LF	-	\$	-
79	DRILLED SHAFT	LF	-	\$	-
80	SHEET PILING STEEL, TEMPORARY-CRITICAL	SF	-	\$	-
81	PERMANENT RETAINING WALL - NON-MSE	SF	-	\$	-
82	PERMANENT RETAINING WALL - MSE	SF	-	\$	-
ITS/TOLLING					

SOV ITEM #	ITEM DESCRIPTION	UNIT	BID		
			QUANTITY	UNIT PRICE	TOTAL
83	ITS TRUNKLINES - CABLE & CONDUIT	LF	-		\$ -
84	ITS DEVICES	LS	1.00		\$ -
85	WRONG WAY VEHICLE DETECTION SYSTEMS	EA	-		\$ -
86	MAINTAINENCE OF COMMUNICATION	LS	1.00		\$ -
87	TOLL SITE - MAINLINE	LS	1.00		\$ -
88	TOLL SITE - PLANT ST WB OFF-RAMP	LS	1.00		\$ -
89	TOLL SITE - WILLOW ST EB OFF-RAMP	LS	1.00		\$ -
SIGNALIZATION					
90	SIGNALIZATION (EUCLID & EB ON-RAMP)	EA	1.00		\$ -
91	SIGNALIZATION (EUCLID & WB OFF-RAMP)	EA	1.00		\$ -
92	SIGNALIZATION (BAY TO BAY & EB ON-RAMP)	EA	1.00		\$ -
93	SIGNALIZATION (WILLOW & CLEVELAND)	EA	1.00		\$ -
94	SIGNALIZATION (CLEVELAND & WB OFF-RAMP)	EA	1.00		\$ -
SIGNAGE					
95	SIGNAGE	LS	1.00		\$ -
96	PAVEMENT MARKING	LS	1.00		\$ -
LIGHTING					
97	ROADWAY LIGHTING	LS	1.00		\$ -
98	UNDERDECK LIGHTING	LS	1.00		\$ -
99	HRB AESTHETIC UNDERDECK LIGHTING	LS	1.00		\$ -
UTILITIES					
100	DRY RELOCATIONS	LF	-		\$ -
101	WET RELOCATIONS	LF	-		\$ -
SIGNATURE AESTHETICS					
102	HILLSBOROUGH RIVER BRIDGE SIGNATURE AESTHETIC FEATURES	LS	1.00		\$ -
METAL TRAFFIC RAIL & ATTENUATORS					
103	METAL TRAFFIC RAILING, RECTANGULAR TUBE RETROFIT	LF	-		\$ -
104	GUARDRAIL	LF	-		\$ -
105	CRASH CUSHIONS	EA	-		\$ -
REPAIRS					
106	ROADWAY, SIDEWALKS & CURB RAMPS	LS	1.00		\$ -
107	DRAINAGE	LS	1.00		\$ -
108	STRUCTURES & SLOPE PAVING	LS	1.00		\$ -
109	SIGNALS, SIGNS & PAVEMENT MARKING	LS	1.00		\$ -
110	OTHER	LS	1.00		\$ -
MISCELLANEOUS					
112	BONDING	LS	1.00		\$ -
113	INSURANCE	LS	1.00		\$ -
114	CSX RR FLAGGING	LS	1.00		\$ -
TOTAL BID AMOUNT					\$ -

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY
DISPUTE REVIEW BOARD
THREE PARTY AGREEMENT

700-011-02
THEA
11/2024
Page 1 of 10

THIS THREE PARTY AGREEMENT, hereinafter called "**AGREEMENT**", made and entered into this _____ day of _____, 20__ , between the Tampa Hillsborough County Expressway **AUTHORITY**, an agency of the State of Florida, hereinafter called "**AUTHORITY**"; and _____, hereinafter called the "**CONTRACTOR**"; and the Dispute Review **BOARD**, hereinafter called the "**BOARD**", and consisting of three members:

_____ , _____ ,
and _____ , WITNESSETH, that WHEREAS, the **AUTHORITY** is now engaged in the construction of South Selmon Capacity Project (hereinafter called "**PROJECT**"), and WHEREAS, the Contract # O-2225 provides for the establishment and operation of the **BOARD** to assist in resolving disputes and claims; and WHEREAS, the **BOARD** is composed of three members, one selected by the **AUTHORITY**, one selected by the **CONTRACTOR**, and the third member selected by these two;

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. DESCRIPTION OF WORK

In order to assist in the resolution of potential disputes and claims between the **CONTRACTOR** and the **AUTHORITY**, the **AUTHORITY** has provided in the Project Contract for the establishment of the **BOARD**. The **BOARD** shall follow the terms as outlined in this document. The purpose of the **BOARD** is to fairly and impartially consider disputes and claims placed before it and to provide written recommendations for resolution of these disputes and claims to both the **AUTHORITY** and the **CONTRACTOR**. The members of the **BOARD** shall perform the services necessary to participate in the **BOARD**'s actions as designated in Section II, Scope of Work. The **AUTHORITY** has appointed an independent project manager (hereinafter called "ENGINEER"), responsible for full oversight of the CONSTRUCTION CONTRACT and providing both field and office supervision of the **CONTRACTOR**. The term "ENGINEER" in the context of this AGREEMENT, overrides the definition of the term "ENGINEER" referenced in Section 1-3, FDOT Standard Specifications for Road and Bridge Construction.

II. SCOPE OF WORK

The Scope of Work of the **BOARD** includes, but is not limited to, the following:

- A. Operations: The **BOARD** will formulate its own rules of operation, based on the Dispute Review **BOARD** Operating Procedures, available on the Florida Department of Transportation's internet site. It is not desirable to adopt inflexible rules for the internal operation of the **BOARD**. The procedures will be kept flexible to adapt to changing situations.

The **AUTHORITY** and the **CONTRACTOR** will keep the **BOARD** informed of construction activity and progress by submitting written progress reports and other relevant data at least quarterly. The **BOARD** will visit the project at regular intervals and/or at times of critical construction events and meet with the Engineer and the **CONTRACTOR**. On projects without unresolved or emerging disputes, meetings will be held at intervals as mutually agreed to by the **AUTHORITY** and the **CONTRACTOR**. The frequency of these meetings will generally be quarterly for the first six months. At that agreed upon milestone, the meeting frequency would then be reassessed by the **AUTHORITY** and the **CONTRACTOR** with continued meeting frequency set at a maximum quarterly interval. On projects with unresolved disputes, the **BOARD** will meet, at least quarterly, until the unresolved disputes are resolved. The frequency of these visits will be as mutually agreed to by the **AUTHORITY** and the **CONTRACTOR**, depending on the progress of the work.

Regular meetings will be held at the job site. Each meeting will consist of an informal round table discussion and a field inspection of the work. The round table discussion will be attended by selected personnel from the **AUTHORITY** and the **CONTRACTOR**. Agenda for regular meetings of the **BOARD** will generally include the following:

1. Meeting opened by the Chairman of the **BOARD**.
2. Opening remarks by the Engineer.

3. A description by the **CONTRACTOR** of: work accomplished since the last meeting, current status of the work schedule, schedule for the future, potential problems, and proposed solutions to any potential or existing problems.
4. Discussion by the Engineer of: Work schedule as he views it, potential new disputes or claims and any proposed solutions, status of past disputes and claims, and other controversies.
5. Set a tentative date for next meeting.

The **AUTHORITY** will prepare minutes of all regular meetings and circulate them for comments, revisions, and/or approval by all concerned. Minutes, as amended, will be adopted at the next meeting. The field inspections will cover all active segments of the work. The **BOARD** will be accompanied by representatives of both the **AUTHORITY** and the **CONTRACTOR**. No party shall unilaterally seek any **BOARD** member's advice or consultation, nor shall any **BOARD** member(s) provide unilateral advice or consultation to the **AUTHORITY** or the **CONTRACTOR**.

- B. Procedure and Schedules for Dispute Resolution: Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the **AUTHORITY** and the **CONTRACTOR** and the time periods stated below may be shortened in order to hasten resolution.
1. Advisory Opinions: Either the **AUTHORITY** or the **CONTRACTOR** may request that the **BOARD** provide a preliminary informal review of an emerging dispute through an Advisory Opinion.
 - a. Advisory Opinions may be provided during any regularly scheduled project meeting. The party requesting the Advisory Opinion must inform the **BOARD** and the other party of the disputed issue at least one week before the meeting at which an Advisory Opinion will be sought.
 - b. Advisory Opinions will be informal oral discussions between the **BOARD**, the **AUTHORITY** and the **CONTRACTOR** in the presence of all parties. No formal position papers, written summaries, or presentations of any kind shall be provided to the **BOARD** and no written findings or recommendations will be provided from the **BOARD** to the **AUTHORITY** and the **CONTRACTOR**.
 - c. The **BOARD** will fairly and impartially consider emerging disputes referred to it and will provide informal Advisory Opinions to the **AUTHORITY** and the **CONTRACTOR** to assist in the resolution of these emerging disputes.
 - d. Advisory Opinions provided by the **BOARD** will not be binding on either the
 - e. **AUTHORITY** or the **CONTRACTOR**.
 - f. If the **BOARD** is later called upon to issue a recommendation in connection with an emerging dispute on which it has provided an Advisory Opinion, the **BOARD** shall not be bound by any previous statements, discussions, or opinions that it may have made in the course of an Advisory Opinion, nor shall it take into account any prior Advisory Opinions in the consideration of a formal recommendation.
- C. Disputes Review Hearings: Referral to the **BOARD** is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the **BOARD** will be eligible to be heard by the **BOARD**. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the **BOARD** must be in compliance with 5-12.
1. If the **CONTRACTOR** objects to any decision, action, or order of the Engineer, the **CONTRACTOR** may file a written protest with the Engineer, within 15 days after the event, stating clearly and in detail the basis for the objection.
 2. The Engineer will consider the written protest and make a decision on the basis of the pertinent construction contract provisions, together with the facts and circumstances involved in the dispute. The Engineer's decision will be furnished in writing to the **CONTRACTOR** within 15 days after receipt of the **CONTRACTOR**'s written protest.
 3. The Engineer's decision will be final and conclusive on the subject, unless a written appeal to the Engineer is filed by the **CONTRACTOR** within 15 days of receiving the decision. Should the **CONTRACTOR** preserve its appeal of the Engineer's decision, the matter can be referred to the **BOARD** by either the **AUTHORITY** or the **CONTRACTOR**.

4. Upon receipt by the **BOARD** of a written duly preserved protest of a dispute from either the **AUTHORITY** or the **CONTRACTOR**, it will first be decided when to conduct the hearing. If the matter is not urgent, it may be heard at the time of the next regular **BOARD** meeting. For an urgent matter, the **BOARD** will meet at its earliest convenience.
5. Either party furnishing any written evidence or documentation to the **BOARD** shall do so a minimum of 15 days prior to the date the **BOARD** sets to convene the hearing for the dispute and will at the same time furnish copies of such information to the other party. If the **BOARD** requests any additional documentation or evidence prior to, during, or after the hearing, the **AUTHORITY** and/or **CONTRACTOR** will provide the requested information to the **BOARD** and to the other party.
6. The **CONTRACTOR** and the **AUTHORITY** will each be afforded an opportunity to be heard by the **BOARD** and to offer evidence.
7. The **BOARD's** recommendations for resolution of the dispute will be given in writing to both the **AUTHORITY** and the **CONTRACTOR**, within 15 days of completion of the hearing. In cases of extreme complexity, both parties may agree to allow additional time for the **BOARD** to formulate its recommendations. The **BOARD** will focus its attention in the written report to matters of entitlement and allow the parties to determine the monetary damages. Once Entitlement is determined, the parties should timely, within 60 calendar days, proceed to negotiate monetary changes. Upon both parties having made reasonable efforts to negotiate such monetary damages provided sufficient documentation is available, and such negotiations are at an impasse, the **BOARD** shall be notified of the impasse, and upon the request of both parties shall then proceed to schedule a hearing to make a recommendation as to monetary damages.
8. Within 15 days of receiving the **BOARD's** recommendations, both the **AUTHORITY** and the **CONTRACTOR** will respond to the other and to the **BOARD** in writing, signifying either acceptance or rejection of the **BOARD's** recommendations. The failure of either party to respond within the 15-day period will be deemed an acceptance of the **BOARD's** recommendations by that party and shall preclude any further pursuit of this issue before this **BOARD** or any successive **BOARD**. If the **AUTHORITY** and the **CONTRACTOR** are able to resolve the dispute with or without the aid of the **BOARD's** recommendations, the **AUTHORITY** will promptly process any required changes to the Construction Contract.
9. Should the dispute remain unresolved, either party may seek reconsideration of the decision by the **BOARD** only when there is new evidence to present. No provisions in this AGREEMENT will abrogate the **CONTRACTOR's** responsibility for preserving the claim in accordance with Standard Specification 5-12. Although both the **AUTHORITY** and the **CONTRACTOR** should place great weight on the **BOARD's** recommendation, it is not binding on the parties. If the **BOARD's** recommendations do not resolve the dispute, all written recommendations of the **BOARD** will be admissible as evidence in any subsequent arbitration, or circuit proceedings, as provided by law.

D. **BOARD** Consideration of Disputes or Claims:

1. **Advisory Opinions:** Upon notification of the **BOARD** of the request for an Advisory Opinion on an emerging dispute, from either the **CONTRACTOR** or the **AUTHORITY**, the **BOARD** shall review and consider the emerging dispute or claim during the next regularly scheduled project meeting. Both the **AUTHORITY** and the **CONTRACTOR** shall be given the opportunity to informally discuss their position on the emerging dispute or claim at the meeting. Each party will then be allowed successive rebuttals until all aspects are fully covered. The **BOARD** members may ask questions or for additional clarification. All discussion between the **BOARD** and the parties shall be informal oral discussions in the presence of all parties. It is expressly understood that the **BOARD** members are to act impartially and independently in the consideration of the Contract provisions, and the facts and conditions surrounding any referral of an emerging dispute or claim presented to the **BOARD** by the **AUTHORITY** or the **CONTRACTOR**, and that the **BOARD's** opinions concerning any such emerging dispute or claim are informal and advisory.
2. **Disputes Review Hearings:** The **BOARD** may request that written documentation and arguments from both parties be sent to each member and to the other party for study before the hearing begins. Upon receipt by the **BOARD** of the written referral of a dispute, from either the **CONTRACTOR** or the **AUTHORITY**, the **BOARD** shall convene to review and consider the dispute or claim. The time and location of the **BOARD** hearing shall be determined by the **AUTHORITY**, the **CONTRACTOR**, and the **BOARD**. Both the **AUTHORITY** and the **CONTRACTOR** shall be

given the opportunity to present their evidence and documentation at the hearing. It is expressly understood that the **BOARD** members are to act impartially and independently in the consideration of the Contract provisions, and the facts and conditions surrounding any written referral of a dispute or claim presented to the **BOARD** by the **AUTHORITY** or the **CONTRACTOR**, and that the **BOARD**'s recommendations concerning any such dispute or claim are advisory. **BOARD** members shall not discuss or communicate any matters relating to any aspect of the construction project except at duly scheduled meetings of the **BOARD** except for communications between the Chairman and other parties on administrative matters relating to the operation of the **BOARD**. The third member of the **BOARD** will act as Chairman of all the hearings and meetings, or he/she may designate one of the other members. The **BOARD** will keep a formal record of its sessions during the consideration of the dispute., Formal records of the **BOARD** hearings may be transcribed by a court reporter if requested by one party and agreed upon by all parties. Audio and/or video recording of the meeting is discouraged. Such recordings may only be made at the **AGREEMENT** of all parties. The **AUTHORITY** and the **CONTRACTOR** must each have a representative at the hearing. The **CONTRACTOR** will first present its analysis of the dispute or claim, followed by the **AUTHORITY**'s position. Each party will then be allowed successive rebuttals until all aspects are fully covered. The **BOARD** members may ask questions, request clarification, or ask for additional data. During the hearing, no **BOARD** member will express any opinion concerning the merit of any facet of the case. At the conclusion of a hearing, the **BOARD** will meet in private to formulate recommendations, which must be supported by two or more members. All **BOARD** deliberations will be conducted in private, with all individual views kept strictly confidential. The **BOARD**'s recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Construction Contract provisions and the facts and circumstances involved in the dispute or claim. Either the **AUTHORITY** or the **CONTRACTOR**, or both, may seek reconsideration of a recommendation to the **BOARD**. However, reconsideration will be allowed only when there is new evidence to present.

- E. Construction Site Visits: The **BOARD** members shall visit the project site to keep abreast of construction activities and to develop a familiarity with the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed between the **AUTHORITY** and the **CONTRACTOR**. In the case of an alleged differing site condition or specific construction problem (e.g. work that is to be removed or replaced) it will be advantageous, but not absolutely necessary, for the **BOARD** to personally view any relevant conditions. If viewing by the **BOARD** would cause delay to the project, photographs and descriptions of such conditions collected by either or both parties will suffice.
- F. **BOARD** Member Replacement: Should the need arise to appoint a replacement **BOARD** member; the replacement **BOARD** member shall be appointed in the same manner as the original **BOARD** members were appointed. The selection of a replacement **BOARD** member shall begin promptly upon notification of the necessity for a replacement and shall be completed within 30 calendar days. This **AGREEMENT** will be supplemented to indicate change in **BOARD** membership.
- G. In the event disputes or claims reviewed by the **BOARD** are related to the Warranted Asphalt Pavement Specification (Section 338), the determinations of the **BOARD** as to that provision only shall be binding on both the **CONTRACTOR** and the **AUTHORITY** and with no right of appeal by either party.

III. CONTRACTOR RESPONSIBILITY

The **CONTRACTOR** shall furnish to the **BOARD** three sets of all pertinent documents which are or may become necessary for the **BOARD** to consider, except documents furnished by the **AUTHORITY**, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the **CONTRACTOR**'s position. A copy of such pertinent documents must also be furnished to the **AUTHORITY**.

Except for its participation in the **BOARD**'s activities as provided in the Construction Contract and in this **AGREEMENT**, the **CONTRACTOR** will not solicit advice or consultation from the **BOARD** or any of its members on matters dealing in any way with the project, the conduct of the work, or resolution of problems.

IV. AUTHORITY RESPONSIBILITIES

Except for its participation in the **BOARD**'s activities as provided in the Construction Contract and in this **AGREEMENT**, the **AUTHORITY** will not solicit advice or consultation from the **BOARD** or any of its members on matters dealing in any way with the project, the conduct of the work, or resolution of problems. The **AUTHORITY** shall furnish the following services and items:

- A. Contract Related Documents: The **AUTHORITY** shall furnish the **BOARD** three copies of all Construction Contract documents, supplemental **AGREEMENTS**, written instructions issued by the **AUTHORITY** to the **CONTRACTOR**, or other documents pertinent to the performance of the Construction Contract and necessary for the **BOARD** to perform its function. A copy of such pertinent documents must also be furnished to the **CONTRACTOR**.
- B. Coordination and Services: The **AUTHORITY**, in cooperation with the **CONTRACTOR**, will coordinate the operations of the **BOARD**. The **AUTHORITY**, through the Engineer, will arrange or provide conference facilities at or near the project site and provide secretarial and copying services.

V. TIME FOR BEGINNING AND COMPLETION

The **BOARD** is to remain in operation for a reasonable post-construction period following final acceptance of the project, but not to exceed the date the **AUTHORITY** administratively closes the CONSTRUCTION CONTRACT for construction of the project. Any disputes or claims that were not resolved prior to Financial Acceptance of the project pursuant to 5-11 must be referred to the **BOARD** within 90 calendar days after Final Acceptance on projects with an original Contract amount of \$3,000,000 or less, and within 180 calendar days after Final Acceptance on projects with an original Contract amount greater than \$3,000,000. Only duly preserved disputes or claims will be eligible to be heard by the **BOARD**. Failure to submit all disputes or claims to the **BOARD** within aforementioned timeframe after Final Acceptance constitutes an irrevocable waiver of the **CONTRACTOR**'s dispute or claim.

VI. PAYMENT

The **BOARD** members shall be paid by the **CONTRACTOR** for services rendered under this **AGREEMENT** as provided hereinafter. Such payments shall be full compensation for work performed or services rendered, and for all labor, materials, supplies, equipment, and incidentals necessary to the operation of the **BOARD**. The **BOARD** members shall comply with all applicable portions of 48 CFR 31 (Federal Acquisition Regulations: Contract Cost Principals and Procedures). The chairman shall transmit an invoice to the **CONTRACTOR**, with a copy to the **AUTHORITY**. **BOARD** members shall be paid for a meeting that is canceled with less than 5 working days advance notice unless the **BOARD** initiates such cancellation.

- A. All Inclusive Rate Payment: Each **BOARD** Member will be paid \$1,300 per day for each day the **BOARD** meets on a quarterly basis for regularly scheduled project meetings. This daily rate includes salary and all expenses related to membership on the **BOARD**. Subsequent changes in the billing rate must be authorized by a Supplemental **AGREEMENT** to this **AGREEMENT**. The **AUTHORITY** may authorize in advance additional day(s) for payment to each **BOARD** member or to the Chairman of the **BOARD** when it is determined by the **AUTHORITY** that such compensation is necessary for the **BOARD** or the Chairman to perform their obligation effectively.

A per hearing cost of \$9,000 has been established by the **AUTHORITY** for providing compensation for all members of the Dispute Review **BOARD** for participation in an actual hearing. The **BOARD** chairman will receive \$3,500 for participation in the hearing while the remaining two members will receive \$2,750 each. The **AUTHORITY** and the **CONTRACTOR** will equally provide compensation to the **BOARD** for participation in an actual hearing. The **AUTHORITY** will compensate the **CONTRACTOR** \$4,500 as its contribution to the hearing cost. Such payment will be full and complete compensation to the **BOARD** members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post- hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the **AUTHORITY** and the **CONTRACTOR**. If an additional day(s) is granted for the hearing, it will be at \$3,900 per day, regular meeting rate, payment of which is equally split between the **AUTHORITY** and the **CONTRACTOR**.

- B. Inspection of Costs Records: The **BOARD** members shall keep available the cost records and accounts pertaining to this **AGREEMENT**, for inspection by representatives of the **AUTHORITY**, for a period of three years after final payment,

at which time all such cost records and accounts shall be delivered to the **AUTHORITY** for further retention as may otherwise be required. If any litigation, claim, or audit arising out of, in connection with, or related to the **CONSTRUCTION CONTRACT** is initiated before the expiration of the three year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed.

VII. ASSIGNMENT OF TASKS OF WORK

The **BOARD** members shall not assign any of the work of this **AGREEMENT**.

VIII. TERMINATION OF AGREEMENT

This **AGREEMENT** may be terminated by mutual agreement of the **AUTHORITY** and the **CONTRACTOR** at any time, upon not less than four weeks' written notice to all other parties. **BOARD** members may withdraw from the **BOARD** by providing four weeks' written notice to all other parties. This **AGREEMENT** will remain in force until another Dispute Review **BOARD** Three Party **AGREEMENT** to replace it has been fully executed. **BOARD** members may be terminated for cause or without cause only by his/her original appointer; i.e., the **OWNER** may only terminate the **OWNER**-appointed member, the **CONTRACTOR** may only terminate the **CONTRACTOR**-appointed member, and the first two members must agree to terminate the third member, except in the instance of an apparent conflict of interest, when a member may be terminated for cause by a vote of both of the other two members plus either the **AUTHORITY** or the **CONTRACTOR**. In the event that the **CONTRACTOR** and the **AUTHORITY** cannot agree on a new **BOARD** within 60 days of the **BOARD**'s termination, the new **BOARD** will be selected by the THEA Director of Operations and Engineering and the President of Florida Transportation Builders Association.

IX. LEGAL RELATIONS

The parties hereto mutually understand and agree that each **BOARD** member in the performance of duties on the **BOARD** is acting in the capacity of an independent **CONTRACTOR** and not as an agent or employee of either the **AUTHORITY** or the **CONTRACTOR**.

The **AUTHORITY** and the **CONTRACTOR** agree that no **BOARD** member shall be personally liable for any act or omission in the scope of their capacity as a **BOARD** member pursuant to this **AGREEMENT**, unless such **BOARD** member acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of their responsibilities hereunder. This **AGREEMENT** creates no third-party rights on behalf of any person or entity.

X. VENUE, APPLICABLE LAW

In the event that any party deems it necessary to institute legal action or other proceedings to enforce any right or obligation under this **AGREEMENT**, the parties hereto agree that any such action against the **AUTHORITY** shall be brought in Hillsborough County and that any cause of action against the **CONTRACTOR** or **BOARD** Members shall be brought in the appropriate venue according to Florida law. The parties hereto agree that this **AGREEMENT** shall be interpreted in accordance with Florida law.

XI. PUBLIC RECORDS

Each **BOARD** member, **CONTRACTOR**, and the **AUTHORITY** shall allow public access to all documents, papers, letters, and other material made or received by the parties to this **AGREEMENT**, in accordance with the provisions of Chapter 119, Florida Statutes. Failure to grant such public access may be grounds for immediate unilateral cancellation of this **AGREEMENT** by the **AUTHORITY**. However, upon receipt of any such public records request, the parties hereto shall immediately notify the **AUTHORITY** and obtain prior written consent from the **AUTHORITY** before releasing such records. The **BOARD** members shall maintain all documents, papers, letters, and other material made or received by the members pursuant to their performance pursuant to this **AGREEMENT** for a period of three years following the **AUTHORITY**'s final acceptance of the **CONSTRUCTION CONTRACT** work; or in the event that any litigation, claim, or audit arising out of, in connection with, or related to the **CONSTRUCTION CONTRACT** is initiated before the expiration of the three year period, all documents, papers, letters, and other material made or received by the members pursuant to their performance pursuant to this **AGREEMENT** shall be retained until such litigation, claim, or audit involving the records is completed; at which time all such documents, papers, letters, and other material shall be delivered to the **AUTHORITY** for further retention as may otherwise be required.

XII. NO BONUS

The parties hereto agree that they shall not agree to pay or receive any commission, percentage, bonus, or consideration of any nature, other than the payment provided for in Section VI above, for their performance and services under this **AGREEMENT**.

XIII. NO CONFLICT

The members of the **BOARD** agree individually that they do not now and during the term of this **AGREEMENT** will not have any direct or indirect ownership or financial interest in the company or firm that submitted a bid or a proposal respectively, the **CONTRACTOR**, the CEI consulting firm selected for this project, any subcontractor or supplier of the project, or with any other **BOARD** member. The members of the **BOARD** affirm and agree that except for services as a **BOARD** member on other **AUTHORITY** projects, that they have not for a period of two years prior to this **CONSTRUCTION CONTRACT** been an employee, subcontractor, or consultant to the **CONTRACTOR**, the CEI consulting firm selected for this project, any subcontractor or supplier of the project, or of another **BOARD** member, and that during the term of this **CONSTRUCTION CONTRACT** they shall not become so involved. The members of the **BOARD** also agree that they have not for a period of two years been employed by the **AUTHORITY**, or as a consultant for the **AUTHORITY**. Furthermore, the members of the **BOARD** affirm that they are not employed by the **CONTRACTOR** or CEI consulting firm that has on-going work or contracts pending with the **AUTHORITY**. Finally, the members of the **BOARD** agree that they are not a full-time employee of an **AUTHORITY** prequalified **CONTRACTOR** or prequalified consultant. Should, during the life of the **CONSTRUCTION CONTRACT**, the **CONTRACTOR** or CEI consulting firm employing the **BOARD** member secure additional work with the **AUTHORITY**, the **BOARD** member should notify the **CONTRACTOR** and the **AUTHORITY** of such change and may continue to serve on the **BOARD** unless either the **AUTHORITY** or the **CONTRACTOR** have good cause to reject the member. The members of the **BOARD**, the **AUTHORITY**, and the **CONTRACTOR** agree that during the life of the **CONSTRUCTION CONTRACT**, no unilateral discussion will be had or agreement will be made between any **BOARD** member and any party to this **AGREEMENT** for employment after the **CONSTRUCTION CONTRACT** is completed.

XIV. CERTIFICATION OF THE BOARD MEMBERS AND THE AUTHORITY

Attached hereto as Exhibits are the "CERTIFICATION OF THE **BOARD MEMBERS**" and "CERTIFICATION OF TAMPA HILLSBOROUGH COUNTY EXPRESSWAY **AUTHORITY**".

XVI. E-VERIFY CONTRACTOR:

- A. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **CONTRACTOR** during the term of the Construction Contract; and shall expressly require any subcontractors performing work or providing services pursuant to the Construction Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Construction Contract term.
- B. shall provide the **AUTHORITY** an affidavit or other form of proof of registration and utilization of E-Verify.

IN WITNESS WHEREOF, the parties hereto have executed this **AGREEMENT** as of the day and year first above written.

BOARD MEMBER

Name: _____

Signature: _____

Title: _____

BOARD MEMBER

Name: _____

Signature: _____

Title: _____

BOARD MEMBER

Name: _____

Signature: _____

Title: _____

CONTRACTOR

Name: _____

Signature: _____

Title: _____

TAMPA HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

Name: _____

Signature: _____

Title: Director of Operations and Engineering

Approved as to Form Only this

_____ day of _____, 20_____

General Counsel

**EXHIBIT A
CERTIFICATION OF BOARD MEMBERS**

The undersigned hereby certify that he/she represents the firm located at the indicated address and that neither the undersigned nor the firm represented has:

- A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for him/her or the firm indicated below) to solicit or secure this **AGREEMENT**; or
- B. agreed, as an express or implied condition for obtaining this **AGREEMENT**, to employ or retain the services of any firm or person in connection with carrying out this **AGREEMENT**; or
- C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for him/her or the firm indicated below) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this **AGREEMENT**; except as here expressly stated (if any):

I acknowledge that this certification is to be furnished to the Tampa Hillsborough Expressway **AUTHORITY** in connection with this **AGREEMENT** involving participation of **AUTHORITY** funds, and is subject to applicable state and federal laws, both criminal and civil.

<hr/>	<hr/>	<hr/>
Name	Signature	Date
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Title	Firm Address	
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Tampa-Hillsborough County Expressway Authority
DESIGN-BUILD STIPEND AGREEMENT
South Selmon Capacity Project

Project No. O-2225

THIS DESIGN-BUILD STIPEND AGREEMENT (“Agreement”), entered into this ____ day of _____, 2025, between **Tampa-Hillsborough County Expressway Authority (Authority)** and _____ (the “Contractor”) (F.E.I.D./FEIN No. _____) authorized to conduct business in the State of Florida related to Request for Proposal (“RFP”) for the **South Selmon Capacity Project**, Project #: O-2225 (the “Project”), and agree as follows:

1. GENERAL TERMS

- A. The Contractor has been identified by the Authority as a Shortlisted Proposer under the RFP, and therefore intends to prepare both a responsive Technical Proposal and a Price Proposal in accordance with the RFP for the **South Selmon Capacity Project** located from west of Himes Avenue to east of Florida Avenue in Hillsborough County.
- B. The Authority and Contractor agree that the Authority will only pay the Stipend (defined below) for the work done by the Contractor in preparing its Technical Proposal and Price Proposal if the Contractor:
 - 1. meets the eligibility requirements contained in the Advertisement and the RFP;
 - 2. submits a Technical Proposal and a Price Proposal that is responsive¹ to the RFP;
 - 3. submits a competitive and reasonable Price Proposal for the Project; and
 - 4. is not awarded the Design-Build Contract for the Project.
- C. The Contractor will not be entitled to payment of the Stipend if the Contractor has filed a protest of the procurement process, award, or cancellation of the procurement that is deemed without merit. In addition, as a condition of accepting payment of the Stipend, the Contractor agrees to not file any protest of the procurement process, award, or cancellation of the procurement after accepting payment of the Stipend.
- D. The Technical and Price Proposals and all work performed by Contractor and its team members pursuant to this Agreement and in connection with the Technical and Price Proposals shall be considered work for hire and all product resulting from such work (the “**Proposal Work Product**”) shall, upon payment of the stipend, forever become the property of the Authority without restriction or limitation on their use. Neither

¹ A “responsive” Proposal is one that conforms in all material respects to the requirements of the RFP, as determined by the Authority, in its sole discretion, and is timely received by the Authority. Contractor shall not be entitled to any Stipend or other payment under this Agreement unless Contractor has provided the Proposal Work Product through submittal of a Technical Proposal and a Price Proposal determined responsive under the RFP criteria and this Agreement. Without limiting any of the foregoing, the parties further acknowledge that withdrawal of Contractor from the procurement or disqualification of Contractor by the Authority shall render Contractor ineligible for a Stipend.

Contractor nor any of its team members shall copyright any of the material developed under this Agreement. See also Section 5.

2. SERVICES AND PERFORMANCE

- A. The Contractor, as a Proposer, shall prepare a responsive Technical Proposal and Price Proposal in response to the RFP.
- B. Reference in this Agreement to the Technical Proposal and Price Proposal is the portion of the Contractor's proposal pursuant to the RFP that contains the technical and price proposal requirements.
- C. Reference in this Agreement to the Design-Build Contract is the contract that is awarded and executed as a result of the RFP.
- D. Contractor, as a Proposer, and its team members may furnish designs, data, information, intellectual property, innovation, technology, techniques, methods, processes, unique uses of commercial items, solutions, constructions means and methods, Project execution approaches, reports, concepts, and other ideas relating to the Project; prepare drawings, plans and specifications for the Project; and submit responsive Technical and Price Proposals based on such work, pursuant to and in accordance with the terms of the RFP.

3. TERM

Unless otherwise provided in this Agreement, the provisions of this Agreement shall remain in full force and effect until execution by the Authority of a Design-Build Contract pursuant to the RFP or a one (1) year term from the date of the execution of this Agreement, whichever occurs last. Technical and Price Proposals are due by the dates set forth in the RFP.

4. COMPENSATION AND PAYMENT

- A. If the Authority awards the Design-Build Contract, but the Contractor does not receive the award and the Contractor meets the eligibility requirements contained in the RFP and this Agreement, the Authority agrees to pay the Contractor a lump sum amount of **\$750,000** (seven hundred fifty thousand dollars) (the "**Stipend**") as full and final payment for the Proposal Work Product, subject to the terms of this Agreement.
- B. If the Authority awards the Design-Build Contract to the Contractor, the Contractor will not receive a Stipend.
- C. In the event the Authority cancels the RFP for any reason before the Price Proposal due date and time specified in the RFP (as may be amended by addenda to the RFP) ("**Proposal Due Date**"), then Contractor shall not be entitled any Stipend or any other payment for the Proposal Work Product or any work done by Contractor related to the RFP.
 - 1. If the Authority cancels the RFP for any reason prior to the Proposal Due Date, then The Authority may, in its sole and absolute discretion, choose to make a payment to Contractor for its Proposal Work Product completed as of the date

of cancellation if, at the Authority's request, Contractor: (1) submits to the Authority all Proposal Work Product completed prior to cancellation; (2) submits to the Authority an invoice and evidence satisfactory to the Authority substantiating its costs; and (3) attends a meeting with the Authority to discuss the Proposal Work Product completed prior to cancellation of the procurement. In no event would any such payment exceed the amount of the Stipend.

- D. If the Authority cancels the RFP after the Proposal Due Date, then the Authority shall pay Contractor the Stipend, provided the Contractor meets the eligibility requirements contained in the RFP and this Agreement.

5. AUTHORITY PROPERTY

- A. In consideration of payment of the Stipend, the Authority may use the ideas or information contained in Contractor's Proposal Work Product in connection with the Project, or in connection with any subsequent procurement or Authority project, without obligation to pay any additional compensation to Contractor. Upon payment of the Stipend, the Contractor's Technical and Price Proposals and all other Proposal Work Product shall forever become property of the Authority and the Authority shall have the right to use the Proposal Work Product for the lawful purposes of the Authority in any manner it so chooses without notice to or consent of Contractor. The Authority agrees that any use of the Proposal Work Product by the Authority without the Contractor's verification or adaptation for the specific purpose intended shall be at the Authority's sole risk.
- B. Upon payment of the Stipend, the Contractor grants to the Authority all intellectual property rights necessary to comply with Sections 1(D) and 5(A) above.

6. INDEMNITY

- A. Contractor agrees that it will indemnify, defend, and hold the Authority, its officers, agents, and employees harmless from any and all claims, losses, causes of action, damages, costs, charges, or expenses, including attorney's fees incurred by the Authority, from any acts, actions, neglect, or omissions arising from or related to the performance of this Agreement by Contractor, its agents, employees, and subcontractors. Contractor's obligations under this section shall include, without limitation, claims founded in tort; claims based on Contractor's failure to meet professional standards; or claims based on breach of copyright, trade secrets, intellectual property, or other protected materials.
- B. The Authority's failure to notify the Contractor of a claim shall not release the Contractor's obligation to indemnify, defend, and pay for the defense, or at the Authority's option, to participate and associate with the Authority in defense of any claim.
- C. The parties agree that 1% of the total compensation to the Contractor for performance of this Agreement is the specific consideration from the Authority to the Contractor for this indemnity agreement.

7. COMPLIANCE WITH LAWS

A. The Contractor and its subcontractors shall comply with the provisions of Chapter 119, Florida Statutes, and shall permit public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received in conjunction with this Agreement. Specifically, the parties shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services being performed by the Contractor;
- (2) Provide the public with access to public records on the same terms and conditions that the Authority would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records or Contractor's confidential or proprietary information that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except following adequate opportunity to contest such disclosure and as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no costs, to the Authority all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology systems of Authority.
- (5) The Contractor shall promptly provide the Authority with a copy of any request to inspect or copy public records in possession of the Contractor and shall promptly provide the Authority a copy of the Contractor's response to each such request.
- (6) If the Contractor has questions regarding the application of chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of records at:

General Counsel
1104 E. Twiggs Street, Suite 300,
Tampa, FL 33602
813-272-6740

- (7) Contractor's failure to grant such public access will be grounds for immediate termination of this Contract by the Authority.

B. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

C. Contractor covenants and agrees that it and its employees will be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of

the Authority of Business and Professional Regulation or applicable licensing board as they relate to work performed under this Agreement.

- D. The Authority will consider employment of unauthorized aliens by any contractor to be a violation of Section 274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- E. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
- F. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or Contractor under contract with any public entity, and may not transact business with any public entity.
- G. **By entering into this Agreement, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, and is not engaged in a boycott of Israel. If Contractor has submitted a false certification pursuant to this section, the Authority may terminate this Agreement without liability to the Authority and the Contractor shall not be entitled to the Stipend or to be paid any amounts from the Authority.**

For Contracts \$1,000,000 and greater, if the Authority determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Authority shall either terminate the Agreement after it has given the Contractor notice and an opportunity to demonstrate the Authority's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Agreement if the conditions of Section 287.135(4) of the Florida Statutes are met.

8. WAIVER OF CLAIMS

Acceptance by Contractor of the Stipend shall fully and forever constitute a waiver by Contractor of any and all rights, equitable or otherwise, to bring any claim (including without limitation, any protest of the Project procurement process, award, or cancellation of the Project procurement) against the Authority or its members, officers, directors, agents, employees, representatives or advisors and their successors and assigns in connection with the procurement of the Project.

9. ASSIGNMENT

The Contractor shall not assign or transfer any rights under this Agreement without the written consent of the Authority.

10. MISCELLANEOUS

- A. The Contractor and the Authority agree that the Contractor, its employees, and subcontractors are not agents of the Authority as a result of this Agreement.
- B. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request of the Authority at all times during the period of this Agreement and for five years after final payment is made for the work pursuant to this Agreement. Copies of these documents and records shall be furnished to the Authority upon request. Records of costs incurred includes the Contractor's general accounting records and the project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Authority for a proper audit of costs.
- C. Contractor shall be responsible for payment of any and all taxes and fees arising out of Contractors activities in accordance with this Agreement.
- D. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend and include the singular. All words used in any gender shall extend to and include all genders.
- E. This Agreement embodies the whole agreement of the parties with regard to the subject matter herein. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements, either verbal or written, between the parties hereto.
- F. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any laws of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions to be invalid.
- G. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- H. Any legal action related to this Agreement, instituted by either party, shall be brought exclusively in the state or federal court located in Hillsborough County, Florida.
- I. Contractor: (1) shall utilize the U.S. Authority of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement; and (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Authority of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) below.

CONTRACTOR:

**TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY**

By: _____

Attest: _____
Greg Slater, Executive Director/CEO

Printed Name

Date: _____

Title

Date: _____

FOR AUTHORITY USE ONLY

FINANCIAL REVIEW:

LEGAL REVIEW:

Jeff Seward
Chief Financial Officer

Amy Lettelleir, Esq.
THEA General Counsel

Date: _____

Date: _____

DECLARATION OF JOINT VENTURE AND POWER OF ATTORNEY

Project: **South Selmon Capacity Project**, Project #: O-2225

Legal Name of Joint Venture Proposer: _____

Firms forming the Joint Venture and the participation percentage for each entity:

_____ %
Party to Joint Venture

_____ %
Party to Joint Venture

_____ %
Party to Joint Venture

_____ %
Party to Joint Venture

A copy of the Joint Venture Agreement between the parties to the Joint Venture is attached hereto.

As shown above, we desire to be qualified jointly for the purpose of bidding on the subject Proposal/Contract. We designate _____, as the name under which we desire to do business with the Tampa-Hillsborough County Expressway Authority. We appoint _____ as our true and lawful Attorney-in-Fact, to execute all bids, contracts, supplemental agreements, receipts, and releases and to receive all moneys due from the Tampa-Hillsborough County Expressway Authority.

Physical Address of Joint Venture

—

Phone Number of Joint Venture

F.E.I.D./FEIN Number of Joint Venture

—

Fax Number of Joint Venture

Email Address of Joint Venture

The following must be signed by all parties to the Joint Venture:
We give the named Attorney-in-Fact full power and authority to perform every act necessary to be done on each contract awarded to the Joint Venture as fully as we would do if personally present. The rights, powers, and authority of our Attorney-in-Fact to exercise any and all rights and powers shall commence upon execution of this declaration and be in full force and effect until written notice of termination is received by the Tampa-Hillsborough County Expressway Authority.

Dated this _____ day of _____, _____

Contractor

By: _____
President

Contractor

By: _____
President

Contractor

By: _____
President

Contractor

By: _____
President

For Official Use Only

Approved: Yes No By: _____
Printed Name Signature Date

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN
DISTRIBUTION FORM**

A. Name of Entity receiving Exempt Documents/Security Plans (as defined on next page):

Architect: _____
Engineer: _____
Contractor: _____
Other: _____

B. Name of person receiving Exempt Documents / Security Plans:

(Printed): _____
Title: _____
Signature: _____ Date: _____
Email of person identified above to receive Exempt Documents/Security Plans: _____

FL PE License No. (if applicable): _____

Driver's License or photo identification number of recipient: _____

C. Name of Entity intending to Propose on Project No. O-2225: _____

D. Relationship of Person receiving Exempt Documents if not employee of Entity intending to Propose on Project No. O-2225: _____

E. Exempt Documents / Security Systems Plans requested or provided: (Be specific on what is requested or to be provided, and include description, project numbers, FIN, contract numbers, etc.) THE RFP, INCLUDING ALL REFERENCE DOCUMENTS, FOR THEA RFP #: O-2225, SOUTH SELMON CAPACITY PROJECT

F. Reason for Request/Intended Use: To submit an Expanded Letter of Interest and propose on THEA Project #: O-2225, SOUTH SELMON CAPACITY PROJECT

RECIPIENT CERTIFICATION: I, personally, and as authorized representative of the above Proposer entity, fully understand (check the applicable certification block)

the exempt nature of the Exempt Documents I am receiving and agree to maintain the exempt status of this information in accordance with Florida law.

the confidential and exempt nature of the Security System Plans I am receiving and agree to maintain the confidential and exempt status of these Security System Plans in accordance with Florida law.

G. For the person identified in (B) above, attach a scanned color copy of a valid form of picture I.D., the person's business card, and, if applicable, documentation exhibiting the person's Florida professional engineering license number (such as a business card with their license number).

THEA Office: _____ Employee Name: _____

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
**EXEMPT DOCUMENTS / SECURITY SYSTEM PLAN
DISTRIBUTION FORM**

EXEMPT DOCUMENTS - Section 119.071(3)(b), Florida Statutes, provides:

Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency are exempt from s. 119.07(1) and s.24(a), Art. I of the State Constitution. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act. Information made exempt by this paragraph may be disclosed to another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities; to a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or upon a showing of good cause before a court of competent jurisdiction. The entities or persons receiving such information shall maintain the exempt status of the information.

SECURITY SYSTEM PLAN - Section 119.071(3)(a), Florida Statutes, provides:

As used in this paragraph, the term "security system plan" includes all Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems; Threat assessments conducted by any agency or any private entity; Threat response plans; Emergency evacuation plans; Sheltering arrangements; or Manuals for security personnel, emergency equipment, or security training. A security system plan or portion thereof for: Any property owned by or leased to the state or any of its political subdivisions; or Any privately owned or leased property held by an agency is confidential and exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. This exemption is remedial in nature and it is the intent of the Legislature that this exemption apply to security system plans held by an agency before, on, or after the effective date of this paragraph. Information made confidential and exempt by this paragraph may be disclosed by the custodian of public records to The property owner or leaseholder; or Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

CONTRACT BOND (PERFORMANCE/PAYMENT BOND) COVER SHEET

This cover sheet is an integral part of the attached bonds and must not be separated from them.

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY
 (Public Work)
 In Compliance with Florida Statutes, Section 255.05(1)(a)

PERFORMANCE BOND NO.:	
PAYMENT BOND NO.:	
CONTRACTOR INFORMATION:	Name:
	Address:
	Phone:
SURETY PRINCIPAL: BUSINESS INFORMATION	Name:
	Address:
	Phone:
AUTHORITY INFORMATION:	Name: Tampa-Hillsborough County Expressway Authority
	Address: 1104 E Twiggs St., Suite 300 Tampa, FL 33602
	Phone: (813) 272-6740
BOND AMOUNT:	\$
CONTRACT NO. <i>(if applicable)</i> :	RFP O-2225
DESCRIPTION OF WORK:	THEA Design-Build for South Selmon Capacity Project
PROJECT LOCATION:	Hillsborough County, FL
AGENT INFORMATION:	Name:
	Address:
	Phone:

BOND NO.: _____

PERFORMANCE BOND FORM

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that _____, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Tampa-Hillsborough County Expressway Authority, hereinafter called Authority, in the Penal Sum of _____ Dollars (\$ _____), for the payment of which sum well and truly made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with Authority for "**RFP O-2225 THEA Design-Build for South Selmon Capacity Project**," in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal:

1. Promptly and faithfully performs the Contract including, but not limited to, its construction and warranty provisions in the time and manner prescribed in the Contract, and correction of defective work, and
2. Pays Authority all losses, damages, expenses, costs, attorneys' fees and other legal costs (including, but not limited to, those for investigative and legal support services and appellate proceedings), that Authority sustains resulting directly or indirectly from the conduct of the Principal including, but not limited to, breach or default under the Contract, want of care or skill, negligence, patent infringement, or intentionally wrongful conduct on the part of the Principal, its officers, agents, employees or any other person or entity for whom the Principal is responsible, then this bond is void; otherwise it shall remain in full force and effect.
3. In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract during the period in which this Performance Bond is in effect, the Surety shall remain liable to the Authority for all such loss or damage (including reasonable attorneys' fees and other legal costs) resulting from any failure to perform up to the amount of the Penal Sum.

4. In the event that the Surety fails to fulfill its obligations under this Performance Bond, then the Surety shall also indemnify and save the Authority harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and other legal costs for all trial and appellate proceedings resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Performance Bond. The obligations set forth in this paragraph shall not be limited by the Penal Sum of this Bond.
5. The Surety's obligations hereunder shall be direct and immediate and not conditional or contingent upon Authority's pursuit of its remedies against Principal, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of any default under the Agreement or the Contract granted by Authority to Principal without the Surety's consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.
6. The institution of suit upon this Bond shall be in accordance with Section 95.11(2)(b), Florida Statutes.
7. Any changes in or under the Contract Documents (which include the Plans, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications or additions to the Contract Documents or Work performed under the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this _____ day of _____, _____, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

(SEAL)

(SEAL)

(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

Principal

By: _____

Name and Title

Surety

By: _____

Name and Title

Agency

Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

BOND NO.: _____

PAYMENT BOND FORM

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY

The cover page that lists the contact information for the entities involved in this bond is considered the front page of this bond and is an integral part of this bond and, therefore, must not be separated from this bond.

KNOW ALL PERSONS BY THESE PRESENTS that _____, hereinafter called Principal, and _____, a corporation organized under the laws of the State of _____, having its home office in the City of _____ and licensed to do business in the State of Florida, hereinafter called Surety, are held and firmly bound unto the Tampa-Hillsborough County Expressway Authority, hereinafter called Authority, for the use and benefit of claimants as herein below defined, in the Penal Sum of _____ Dollars (\$ _____) for the payment of which sum well and truly to be made, Principal and Surety bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a contract with Authority for " **RFP O-2225, THEA Design-Build for South Selmon Capacity Project,**" in accordance with the Contract Documents which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

WHEREAS, Surety is authorized to do business in the State of Florida.

NOW, THEREFORE, the condition of this obligation is such that if Principal shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect subject, however, to the following conditions: requirement

1. **This bond is given to comply with Section 255.05, Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with Sections 255.05(2) and 255.05(10), Florida Statutes, as amended, including, but not limited to, the notice and time limitation provisions therein.**
2. Therefore, a claimant, except a laborer, who is not in privity with the Contractor shall, before commencing or not later than forty-five (45) days after commencing to furnish labor, services or materials for the prosecution of the work, serve the Contractor with a written notice that he or she intends to look to the bond for protection. A claimant who is not in privity with the Contractor and who has not received payment for furnishing his or her labor, services, or materials shall, serve a written notice of nonpayment on the Contractor and a copy of the notice of nonpayment on the Surety. Notices must be served in accordance with Section 255.05(2), as amended. The notice of non-payment must be under oath and served during the progress of the

work or thereafter, but may not be served earlier than forty-five (45) days after the first furnishing of the labor, services or materials by the claimant or later than ninety (90) days after the final furnishing of the labor, services or materials by the claimant, or, with respect to rental equipment, later than ninety (90) days after the date that the rental equipment was last on the site of the improvement and available for use. Any notice of nonpayment served by a claimant who is not in privity with the contractor which includes sums for retainage must specify the portion of the amount claimed for retainage. No action for the labor, services, or materials may be instituted against the Contractor or the Surety unless both notices have been served. No action shall be instituted against the Contractor or the Surety on the bond after one (1) year from the performance of the labor or completion of the delivery of the materials or supplies.

3. The Surety's obligations hereunder shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract entered into by Authority and Principal without the Surety's knowledge or consent, (ii) waivers of compliance with or any default under the Contract granted by Authority to Principal without the Surety's knowledge or consent, (iii) the discharge of Principal from its obligations under the Contract as a result of any proceeding initiated under The Bankruptcy Code of 1978, as the same may be amended, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding, or (iv) any other action taken by Authority or Principal that would, in the absence of this clause, result in the release or discharge by operation of law of the Surety from its obligations hereunder.
4. Any changes in or under the Contract Documents (which include the, Drawings and Specifications) and compliance or noncompliance with any formalities connected with the Contract or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with the approved changes or other modifications and additions to the Contract Documents or Work performed under the Contract.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument under their several seals on this ____ day of _____, _____, to be effective as of the date of the Contract, the name and corporate seal of each corporate party being hereto affixed and these presents fully signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered

in the presence of:

(SEAL)

(SEAL)

(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

_____ **Principal**

By: _____

Name and Title

Surety

By: _____

Name and Title

Agency

Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

PRICE PROPOSAL GUARANTY

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Hereinafter called the "Principal") and _____

(Hereinafter called the "Surety"), a Corporation chartered and existing under the laws of the State of _____ with its principal offices in the City of _____ and authorized to do business in the State of Florida are held firmly bound unto the Tampa-Hillsborough County Expressway Authority ("Authority"), in the full and just penal sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the Tampa-Hillsborough County Expressway Authority, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Principal is about to submit, or has submitted to the Tampa-Hillsborough County Expressway Authority, a certain price proposal in writing for Design-Build RFP O-2225; South Selmon Capacity Project (the "Proposal"), wherein the Total Lump Sum Contract Amount set forth in the Proposal equals at least five percent (5%) of the penal sum set forth above.

WHEREAS, the Principal desires to submit this Bond in accordance with law and RFP O-2225, in lieu of a certified check or cashier's check otherwise required to accompany this Proposal.

NOW, THEREFORE, if:
said Proposal shall be rejected as nonresponsive; or

if Notice of Intent to Award the Contract is given to the Principal and the Principal shall, within ten (10) days of after the Authority's written request, execute and deliver all of the Contract Documents or information required by the RFP, including a contract in the form of Contract Agreement contained in the Contract Documents; and shall furnish a Performance Bond for its faithful performance of the Contract, and a Payment Bond for the payment of all persons performing labor or furnishing materials or supplies in connection therewith, in the forms contained in the Contract Documents; and shall provide satisfactory evidence of all required insurance coverage; and shall provide evidence satisfactory to the Authority of the authority of the person or persons executing the Contract and all other documents on its behalf; and shall in all other respects perform its obligations pursuant to the terms of the Proposal;

then this obligation shall be void, otherwise the same shall be forfeited to the Authority, not as a penalty, but in liquidation of and compensation for damages under the terms set forth in RFP O-2225; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the sum of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Authority may provide Notice of Intent to Award the Contract or within which the Principal or the Authority may execute, deliver, furnish, provide or perform its obligations and the Surety does hereby waive notice of any such extensions.

IN TESTIMONY THEREOF, the Principal and Surety have caused these presents to be duly signed and Sealed this _____ day of 20_____.

(Seal) **Principal:** _____
BY: _____

Name and Title: _____

(Seal) **Surety:** _____
BY: _____

Name and Title: _____

(Countersignature by a Florida Licensed Agent)

Name and Title

Agency

Address

NOTE: If Principal or Surety are corporations, the respective corporate seals should be affixed. Additionally, a certified copy of a Power-of-Attorney appointing the individual Attorney-in-Fact for the Surety, as well as the Power-of-Attorney appointing the Florida licensed agent, should be attached.

CERTIFICATE AND AFFIDAVIT FOR SURETY BOND INSURER

TO: TAMPA-HILLSBOROUGH EXPRESSWAY AUTHORITY
RE: RFP O-2225; PROJECT: THEA Design-Build for South Selmon Capacity Project

BIDDER: Name:
Address: _____
Telephone: _____

AMOUNT OF PROPOSAL BOND: _____
SURETY BOND INSURER:

Name: _____
Address: _____
Telephone: _____

Before me, the undersigned authority, personally appeared, _____
on this _____ day of _____, 20____ who hereby certifies that, in
accordance with Section 287.0935, Florida Statutes, the insurer named above:

1. Is licensed to do business in the State of Florida;
2. Holds a certificate of authority authorizing it to write surety bonds in Florida;
3. Has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is Issued;
4. Is otherwise in compliance with the provisions of the Florida Insurance Code; and
5. Holds a currently valid certificate of authority issued by the United States Department of the Treasury under Section 9304-9308 of Title 31 of the United States Code.

Signature of Officer of Surety Insurer

STATE OF: _____

COUNTY OF: _____

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this
_____ day of _____, 20____ by who is personally known to me or _____ has
produced _____ as identification and did take an oath.

(Notary, check appropriate blank; and if obtaining identification, fill in appropriate identification number.)

Notary Public

(Printed Name of Notary)

My Commission Expires:

South Selmon Capacity Project No. O-2225

ASAP Rate Form

Instructions

1. Add Consultant/Contractor name at top of sheet. One sheet per firm anticipated to perform services du
2. Sheet allows for rows to be inserted.
3. Job Classification descriptions provided as examples. They should be modified and supplemented as req
4. Number of personnel per classification are to be added as needed.
5. Proposed hourly blended hourly rate is calculated by taking the average hourly salary of the employees p

roposed in each classisifcation then applying the specified multiplier.

**South Selmon Capacity Project No. O-2225
ASAP Rate Form**

Consultant Firm Name: _____

Consultant Multiplier = **2.80**

<u>Job Classification</u>	<u>Personnel</u>	<u>Proposed Hourly/Blended Loaded Rate</u>
Chief Engineer	person 1	
	person 2	
	person 3	
Chief Specialist	person 1	
	person 2	
	person 3	
Clerical	person 1	
	person 2	
	person 3	
Engineer	person 1	
	person 2	
	person 3	
Project Engineer	person 1	
	person 2	
	person 3	
Project Manager	person 1	
	person 2	
	person 3	
Senior Engineer	person 1	
	person 2	
	person 3	

**South Selmon Capacity Project No. O-2225
ASAP Rate Form**

Contractor Firm Name: _____

Contractor Multiplier = **2.80**

<u>Job Classification</u>	<u>Personnel</u>	<u>Proposed Hourly/Blended Loaded Rate</u>
Project Superintendent	person 1	
	person 2	
	person 3	
Construction Project Manager	person 1	
	person 2	
	person 3	
Construction D-B Coordinator	person 1	
	person 2	
	person 3	
Construction Superintendent	person 1	
	person 2	
	person 3	
Traffic Control Manager	person 1	
	person 2	
	person 3	
Senior Estimator	person 1	
	person 2	
	person 3	
Estimator	person 1	
	person 2	
	person 3	

**SWORN STATEMENT UNDER SECTION 287.133,
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

(To be submitted with ELOI)

1. This sworn statement is submitted by _____ (name of individual)
as _____ (title) of
_____ (name of Contractor),
whose business address is _____
and (if applicable) its Federal Employer Identification Number (FEIN) is _____.
2. I understand, as an authorized representative of Contractor, that Section 287.133(2)(a), Florida Statutes, provides that “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”
3. I understand that a “public entity crime” as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
4. I understand that “convicted” or “conviction” as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
5. I understand that “affiliate” as defined in Section 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
6. I understand that a “person” as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by

a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

7. I affirm, as an authorized representative of Contractor, that Contractor is allowed to submit a bid, proposal, or reply to the Tampa-Hillsborough County Expressway Authority (Authority) and enter into a contract with the Authority, in compliance with Section 287.133, Florida Statutes.

By

Date

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is personally known to me or who produced a _____ as identification and who did take an oath.

Notary Public

My commission expires: